REGULAR MEETNG
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
TUESDAY, SEPTEMBER 4, 2018 – 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 Communictions

IV. City Manager Communications
- Battery Park Marina Dock Repair
- Water Flushing Program
- 2018/19 Budget Update
- Sale of City Owned Property Update

V. Attorney Pat Floyd Comments
- Floating Structure Ordinance Update

VI. Presentations
A. Healthy Community Champion Award – Department of Health – Jessie Pippin, Public Health Services Manager

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 August 22nd and August 30th, 2018 Budget Workshop and the August 7, 2018 Regular Meeting Minutes

B. Bill List Approval
- **Suggested Motion:** Approve the July 2018 Bill List

C. Planning & Zoning Minutes Confirmation

- **Suggested Motion:** Confirm the July 2018 Planning and Zoning Minutes

IX. Unfinished Business

A. Triump Solar Grant – Allocation of Utility Bill Savings from Solar Installation

- **Suggested Motion:** To approve a Proposal that Forty-Five (45%) of Solar Farm Cost Savings be devoted to Ad-Valorem Tax Reduction.

X. New Business

A. Memorialization Guidelines – City Recreation Committee

- **Suggested Motion**: Not at this time, pending further discussion and possible action by the City Commission.

B. Land Use Code – Amendment Request – Principal and Accessory Uses on Non-Contiguous Lots

- **Suggested Motion:** To Request the Planning Board Review this matter and Provide a Recommendation to the City Commission.

C. Ordinance No. 2018-03 – Amending the Municipal Utility Tax Charged for Electric Utility Service

- **Suggested Motion:** To Approve the First Reading of Ordinance No. 2018-03 and proceed with the Adoption process.

D. Save our Shotguns Apalachicola Inc. Workforce Housing Request

- **Suggested Motion:** To Support the Affordable Housing Initiative by Developing an Agreement between the City of Apalachicola and Save our Shotguns Apalachicola that would assign Lot 6, Block 161 and Lot 8, Block 181 to Save our Shotguns Apalachicola for the purpose of providing two workforce housing opportunities for families in Apalachicola.

E. Pumpkin Patch at Riverfront Park hosted by Living Waters Assembly of God

- **Suggested Motion:** To Approve the Use of Riverfront Park for the Pumpkin Patch from October 17th to October 31st, 2018 by Living Waters Assembly of God and Waive the Rental Fee.

F. Employment Agreement – Ronald W. Nalley , City Manager

- **Suggested Motion: T**o Approve the Employment Agreement between Ronald W. Nalley and the City of Apalachicola and Authorize the Mayor to Sign to 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.

CITY OF APALACHICOLA

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

Mayor
Van W. Johnson, Sr.

Commissioners
Brenda Ash
John M. Bartley, Sr.
Frank Cook
James L. Elliott

City Administrator
Lee H. Mathes, MMC

City Clerk
Deborah Guillotte, CMC

City Attorney
J. Patrick Floyd

August 29, 2018

TO: Mayor and City Commission

FR: Ron Nalley, City Manager

RE: City Manager Communications – City Commission Meeting

During your meeting on September 4th, I will be giving a brief update on several matters. Below is a summary of those topics:

1) Battery Park Marina Dock Repair – Lee Mathes will provide you a summary of the work completed by our Public Works Department on the Battery Park Marina Dock and Boat Ramp repair. This is a follow-up to your request at your August meeting for staff to review some safety concerns in the area following several complaints.

2) Sale of Property – Attached you will find the public notice outlining the procedure for responding to our request for qualified experienced real estate brokers and/or auctioneers to market and sell certain City-Owned parcels. Proposals are due on September 19th. A staff recommendation will be presented to the Commission at either a special meeting in late September or your regular meeting in October.

3) Water Flushing Program – Beginning next week, staff will be developing plans for a unidirectional flushing program throughout the City. The program will be completed by the end of September to coincide with our quarterly water testing. A unidirectional flushing is a routine process of cleaning the piping of the water distribution system. Most water providers conduct a systematic and controlled flushing program to remove sediments and stale water and to help maintain chlorine residuals throughout the system. Flushing improves the overall quality of water in the distribution system, lowers complaints and assists in the overall system maintenance. Unidirectional flushing can be followed by routine flushing, including installing automatic flush valves at strategic locations, to control system water quality problems. The flushing plan will include dividing the distribution system into sections and flushing sequences, setting targets for flushing velocities, developing a step-by-step flushing sequence, testing and exercising valves and hydrants, and developing a notification procedure for customers. Staff will keep the Commission aware of our progress and distribute the plan components once they are completed.

4) 2018-2019 Annual Budget Update – I will be providing the public an update on the development of the 2018-2019 Annual Budget along with any changes made by the Commission since the initial budget presentation. I will also be announcing the dates and times of your remaining budget workshops, public hearing and budget adoption. It's important to note that if the Commission would like for me to make any changes to the proposed budget prior to the first public hearing, I will need that direction by your workshop on September 6th.

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

Planning Report – August 30, 2018
Cynthia Clark

Triumph Applications – No Action Required
Triumph board to meet September 13

ACTION ITEM noncontiguous lots. See Agenda form.

GENERAL TASK LIST - Date Specific/General Tasks
1. Floodrisk Review Webinar Aug. 2
2. Flood map research
3. Pre-ap consultations:
    - L. Ingram Aug. 3
    - T. Wade Aug. 16
    - L. Pentzer Aug. 16, 28
    - G. Coon/Etchen Aug. 22
    - M. Watts – Aug. 24
    - G. Ulrich – Aug. 29
3. City Commission August 7
4. P&Z Planning Workshop/Meeting August 13 – Tree Ordinance proposed revisions
5. Board of Adjustment – August 20 - McLemore
6. CFM training – Aug. 21
7. Permit review – (Gibson Inn, Wade, Madsden, Hersey, Moon, Hardy)
8. Research: half lot/Mirabella
9. Staff mtg – Aug. 14
10. Triumph Mtg. Kevin/Mayor – Aug. 23
11. Budget Press release/infographic/Emma eblast/website update, Aug. 24, 27

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Healthy Community Champion Award

AGENDA INFORMATION:

Agenda Location:	Presentations
Item Number:	A
Department:	Franklin County Department of Health
Contact:	Jessie Pippin, Public Health Services Manager
Presenter:	Sarah Hinds and Jessie Pippin

BRIEF SUMMARY: The obesity epidemic continues in the U.S., and obesity rates are increasing around the world. The latest estimates are that approximately 34% of adults and 15–20% of children and adolescents in the U.S. are obese. In Florida only 34.6% of adults are at a healthy weight. Obesity affects every segment of the U.S. population and increases the risk of many chronic diseases in children and adults. For this reason the Florida Department of Health is working to address obesity through the Healthiest Weight Florida Initiative. With this initiative, the Department will be recognizing local governments statewide for taking a Health in All Policies approach to comprehensive planning in an effort to improve the health of the community and people. The availability and accessibility of healthy food and the safety, accessibility and existence of spaces for physical activity, all play a role in this recognition, including the work with the Farmer's Market, Community Garden and ongoing partnerships with public safety personnel and Emergency Management. The Healthy Community Champions Recognition is a two-year designation with opportunities to receive technical assistance to further the adoption and implementation of health in all policies. The Department of Health would like to present a certificate to the City of Apalachicola for being a Healthy Community Champion.

RECOMMENDED MOTION AND REQUESTED ACTIONS: None at this time.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: A Certificate will be presented to the City at the meeting.

STAFF'S COMMENTS AND RECOMMENDATIONS: The Healthy Community Champion Award highlights all the positive things happening in our community. We appreciate Lee Mathes and her work and time invested in applying for this recognition.

Here is some background on the Healthy Champion Recognition Program

Obesity rates in the U.S. have increased dramatically over the last 30 years, and obesity is now an epidemic in the United States. In Florida, only 34.6% of adults are at a healthy weight. The increasing prevalence of obesity is most concerning when viewed in the context of its impact on overall health. Obesity increases the risk of many serious health conditions, including heart disease, stroke, high blood pressure, type 2 diabetes and cancer. For this reason, the Florida Department of Health is working to address obesity through the Healthiest Weight Florida initiative.

Florida's county and municipal governments play an important role in decreasing the prevalence of unhealthy weight in their jurisdictions. Obesity and associated chronic diseases have a considerable economic impact on individuals and communities and some people are more seriously affected by factors such as the availability and accessibility of healthy food and the safety, accessibility and existence of spaces for physical activity.

Due to the overwhelming success of the Healthy Weight Community Champions Recognition, the Department is now expanding this program into the new Healthy Community Champions Recognition Program. As with the previous iteration, the Department will be recognizing municipal and county level governments statewide for taking a Health in All Policies approach to comprehensive planning and allow them to share their progress and lessons learned. Health in All Policies as defined by the Centers for Disease Control and Prevention is a collaborative approach that integrates and articulates health considerations into policymaking across sectors to improve the health of all communities and people. The Healthy Community Champions Recognition is now a two-year designation with opportunities to receive technical assistance to further the adoption and implementation of health in all policies.

State partners include the Florida Department of Transportation, Department of Economic Opportunity, the Department of Environmental Protection and others.

Jessie Pippin
(850) 227-4193
Jessie.Pippin@flhealth.gov

Two public hearings and regular meeting of the City Commission of the City of Apalachicola was held on Tuesday, August 7, 2018 at 6:00 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Van Johnson, Commissioner Jimmy Elliott, Commissioner Brenda Ash, Commissioner Mitchell Bartley, Commissioner Anita Grove, City Administrator Lee Mathes, City Clerk Deborah Guillotte, Attorney Pat Floyd

Visitors: Janelle Paul, Greg Harris, Robert Osburn, William Cox, Pam Lewis, Kevin Begos, Ron Nalley, Wilbur Bellew, Bob Lindsley, Ginny Griner, Diane Brewer, Jill Rourke, Terry Henley, Augusta West, Rich Hall, Mark Milliken, Jim Bachrach, Jan Thomas, Creighton Brown, Holley Brown, Despina George, Judy Rutz, Sondra Taylor-Furbee, Terry Corcoran, Pam Richardson, Peter Gallant, Elinor Mount-Simmons, Debbie Roumelis

Public hearing opened by Mayor Johnson followed by prayer and pledge.

PUBLIC HEARING – CDBG PROJECT DISCUSSION

Debbie Roumelis stated this is a public hearing to discuss and receive public comments on the CDBG $650,000 grant application, which consists of sewer man hole replacement/rehabilitation. Ms. Roumelis stated the grant application has a $25,000 match that will come from the current sewer budget.

Mayor Johnson opened for public comment.

No public comment.

PUBLIC HEARING - ORDINANCE No. 2017-06 – STORMWATER MANAGEMENT UTILITY SYSTEM

Attorney Floyd read Ordinance No. 2017-06 by title as follows:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA PROVIDING FOR A STORMWATER MANAGEMENT UTILITY SYSTEM, SPECIFYING TERMS AND PROCEDURES FOR SAID SYSTEM; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

Mayor Johnson invited public comment.

No public comment.

Public hearings closed and regular meeting opened by Mayor Johnson.

REGULAR MEETING

ADOPTION DECISION – ORDINANCE NO. 2017-06 – STORMWATER MANAGEMENT UTILITY SYSTEM

Attorney Floyd read Ordinance No. 2017-06 by title as follows:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA PROVIDING FOR A STORMWATER MANAGEMENT UTILITY SYSTEM, SPECIFYING TERMS AND PROCEDURES FOR SAID SYSTEM; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; AND ESTABLISHING AN EFFECTIVE DATE

Motion to adopt Ordinance No. 2017-06 made by Commissioner Ash, second by Commissioner Bartley.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

ADOPTION DECISION RESOLUTION 2018-08 – CDBG GRANT APPLICATION

Attorney Floyd read Resolution 2017-06 in its entirety.

Motion to adopt Resolution 2018-08 made by Commissioner Bartley, second by Commissioner Grove.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

RECOGNITION OF VISITORS

1. Patrick Bell – Legislative Update

Patrick Bell reported on current legislative issues, revenue enhancement options, and SRF loan default and Area of Critical State Concern status.

2. Kevin Begos – TRIUMPH – Solar Application Update

Kevin Begos reviewed solar grant application and asked Commission for guidance on how much yearly utility bill savings they would like allocated for ad valorem tax reduction.

Mayor Johnson commented he would like to have a job training program, and suggests 50% savings go towards ad valorem tax reduction and 50% go towards general operations.

Commissioner Ash asked if we can change this reduction each year or does it have to stay the same in the future once set.

Mr. Begos stated he will check with TRIUMPH committee and report back to Commission.

3. Bob Lindsley – Library Update

Ginny Griner, Philaco Women's Club president, recommends Mark Milliken to fill Library Board vacancy.

Motion to appoint Mark Milliken to Library Board made by Commissioner Bartley, second by Commissioner Elliott.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

Jill Rourke updated Commission on new extended Library hours, Memory Lab non-matching grant, and interlibrary book loan program.

Commissioner Ash inquired if non-residents are paying for library cards.

Ms. Rourke stated non-residents are charged $10.00 per year.

4. Sondra Taylor-Furbee – Request 10' Easement Between Block 7, Lots 7 & 8 and Lots 1 & 2

Sondra Furbee stated her lots are separated by a city owned 10' easement, and would like to purchase the easement from the City.

Attorney Floyd stated purchasing a City owned easement is not allowed, and the proper process would be for Ms. Furbee to make a formal request to have the alley officially closed.

Cindy Clark stated Ms. Furbee is making this request so that she may install a swimming pool on her other lots, but the LDC states accessory structures are not allowed on property without a principal structure.

APPROVAL OF JULY MINUTES

Motion to approve July minutes made by Commissioner Ash, second by Commissioner Bartley.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

APPROVAL OF JUNE BILL LIST

Motion to approve June bill list made by Commissioner Ash, second by Commissioner Bartley.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

APPROVE PROPERTY LIST FOR SALE

Ms. Mathes presented list of recommended City owned properties to sell.

Motion to approve presented list of recommended City owned properties to sell City of Apalachicola made by Commissioner Grove, second by Commissioner Bartley.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

Discussion held concerning legalities of RFP for real estate brokers/auctioneer advertisement.

Motion to authorize Ms. Mathes to place advertisement for RFP for real estate brokers/auctioneers contingent on Attorney Floyd's review made by Commissioner Grove, second by Commissioner Bartley.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

HIRING OF CITY MANAGER

Commissioner Grove stated after Manager Screening Committee reference checks, recommendation is to hire Ron Nalley for City Manager position.

Motion to hire Ron Nalley to fill City Manager position with salary set at $65,000 annually with standard benefits made by Commissioner Elliott, second by Commissioner Grove.

Motion carried: 4 to 1
Aye: Grove, Ash, Elliott, Mayor Johnson
Nay: Bartley

Attorney Floyd stated City Manager contract will now be drafted with employment conditions and will be available for approval at September regular Commission meeting.

PLANNING & ZONING

Motion to confirm June Planning and Zoning minutes made by Commissioner Ash, second by Commissioner Elliott.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

Cindy Clark gave Planning & Zoning update outlining FEMA flood map changes, staff attending Flood Plain Management Class, and $1.8 million grant application submittal to secure funding for stormwater infrastructure improvements and water quality monitoring adjacent to Apalachicola Bay.

Ms. Clark requests approval to apply for a $75,000 coastal resilience grant that will enable the City to complete some of the items required to gain entry into the CRS program and to purchase software that will enable planning office to electronically process building permits and track elevation certificates.

Motion to authorize Ms. Clark to apply for State Coastal Resilience grant for $75,000 made by Commissioner Ash, second by Commissioner Bartley.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

Mrs. Clark announced a grant workshop has been tentatively set for August 16th.

CITY ADMINISTRATOR

Ms. Mathes stated she revised the budget calendar by cancelling the August 14th workshop to allow the City Manager the opportunity to be a part of the budget process.

ATTORNEY FLOYD

Attorney Floyd updated Commission on issue concerning houseboat anchored in the river and City's jurisdiction and Rich Hall/Hale Smith issue.

Mayor Johnson expressed his concern of Rich Hall/Hale Smith issue for over six months and would like to have this resolved.

Motion for authorize Attorney Floyd to proceed with lawsuit against Mr. Hale Smith made by Commissioner Elliott, second by Commissioner Bartley.

Motion carried: 4 to 1
Voting Aye: Grove, Bartley, Elliott, Mayor Johnson
Voting Nay: Ash

OTHER VISITORS & COMMENTS

No public comment.

MAYOR & COMMISSIONER'S COMMENTS

1. Commissioner Grove stated there is a possibility the food pantry is moving from Apalachicola to Eastpoint.

2. Commissioner Grove stated there are a lot of unreadable stop signs.

Ms. Mathes stated signs were ordered and about 80 signs have already been replaced.

3. Commissioner Grove stated the launch area at Battery Park is very slippery due to algae build up and needs to be pressure washed as soon as possible.

4. Commissioner Grove inquired about short term vacation rental fines.

Ms. Clark will research meeting from two weeks ago and get back with her on this.

5. Commissioner Grove inquired about landscape plans and whether this was LDC regulated.

Ms. Clark stated landscaping is now permitted.

6. Mayor Johnson stated in order for HCA to obtain grant funding, HCA must be formally designated as a museum, not a center.

Motion to formally designate HCA as the City of Apalachicola History, Culture & Arts Museum made by Commissioner Grove, second by Commissioner Ash.

Motion carried: 5 to 0
Voting Aye: Grove, Bartley, Ash, Elliott, Mayor Johnson
Voting Nay: None

There being no further business meeting adjourned.

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Van W. Johnson, Sr., Mayor

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Deborah Guillotte, City Clerk

A budget workshop of the City Commission of the City of Apalachicola was held on Wednesday, August 22, 2018 at 6:00 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Van Johnson, Commissioner Jimmy Elliott, Commissioner Brenda Ash, Commissioner Mitchell Bartley, Commissioner Anita Grove, City Manager Ron Nalley, Lee Mathes, City Clerk Deborah Guillotte, Chief of Police Bobby Varnes, Attorney Pat Floyd

Visitors: Janelle Paul, David Adlerstein, Augusta West, Jan Thomas, Cindy Clark, Val Webb, Diane Brewer, George Mahr, Jim Bachrach, David Meyer

Workshop opened by Mayor Johnson.

Ron Nalley presented and reviewed proposed FY 18/19 budget which totals $7,010,200. Mr. Nalley stated this budget is based on the same millage rate at 9.6043, but reflects a proposed 13.5% increase in water and sewer rates. Mr. Nalley stated it is also proposed to increase the SUF fee from $10.75 to $29.00 for residential and from $20.75 to $95.00 for commercial sewer users.

Specific impacts that shape the budget such as SRF loan default, rising personnel and operational costs were discussed.

Commissioner Ash inquired about the water and sewer rate increase and also possibility of imposing a ½ cent sales tax.

Augusta West stated the County has capped the sales tax option, but there may be other tax options that are being explored.

Discussion held concerning budget revenues, expenses, departmental expenses, personnel costs, and budget reallocations.

Commissioners Ash and Bartley expressed concern that seniors will have difficulty paying utility bill with increased rates.

Mr. Nalley stated he will be available to meet with the board or anyone about the budget at any time.

Mayor Johnson stated the current water and sewer rates are not sufficient to cover the amount of debt.

Commission suggested coming up with a simple informational flyer that could be distributed to the public that would explain the increases and why it is necessary.

Mr. Nalley announced the next budget workshop is scheduled for Thursday, August 30th at 6:00 PM.

There being no further business, workshop adjourned.

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Van W. Johnson, Sr., Mayor

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Deborah Guillotte, City Clerk

A budget workshop of the City Commission of the City of Apalachicola was held on Thursday, August 30, 2018, at 6:00 PM at the Apalachicola Community Center, #1 Bay Avenue, Apalachicola, Florida.

Present: Mayor Van Johnson, Commissioner Jimmy Elliott, Commissioner Brenda Ash, Commissioner Mitchell Bartley, Commissioner Anita Grove, City Manager Ron Nalley, Director of Administration Lee Mathes, City Clerk Deborah Guillotte, Chief of Police Bobby Varnes, Attorney Pat Floyd

Visitors: Granville Croom, Dolores Croom, Jaime Liang, James Pugh, Donnie Walker, Jerry Mallon, Warrenetta Hayward, Johnnie Byrd, Annette Byrd, Billy Fuentes, Sally Williamson, Pam Lewis, Jan Thomas, Cindy Clark, Patricia Lane, Natalie DeWeaver, Carol Weyrich, Matt Hersey, Amy Hersey, Barry Hand, Melissa Hand, OJ Walker, Shirley Walker, Augusta West, Harrison Jones, Despina George, Erika Bartley, Diane Brewer, Bobby Miller, Ronnie Page, Rosilyn Page, Jeff Lockley, Lillie Turrell, Albert Turrell, Athelia Lockley, Val Webb, George Coon, Leslie Coon, David Adlerstein, Virginia Duggar, Linda Hardy, Natasha Creamer, Donna Ingle, Melissa West, Noah Lockley, Jr., Lance Martina, Paula Martina, Christy Stokes, Angela Lolley, Jeff Creamer, Dorothy Cooper, Jim Bachrach, Krystal Hernandez

Budget workshop opened by Mayor Johnson.

Ron Nalley gave budget presentation.

Commissioner Ash opened floor to public comments.

Public comments received were the rising costs of utility bills, how the City got in this financial shape, senior citizen hardship, and budget cuts.

Commissioner Ash commented to the public that the City Commission is not taking the City budget issues lightly.

Mayor Johnson commented the City has to go up on water and sewer rates or that the State will come in and take over the finances, at which time, they will enforce rates themselves. Mayor Johnson commented that rates have to increase in this fund and that it has nothing to do with cutting funds in other departments.

Commissioner Elliott commented he has been a city commissioner for years and loves his city like family. Commissioner Elliott is sorry that this rate increase has come to this extreme amount. Commissioner Elliott commented that council cared for the citizens and tried for many years to get help from the State with the water and sewer issues, which didn't happen so they wouldn't have to burden citizens. We have now come to the point the State told us we have to do something and are trying to figure out what to do to save our City. Commissioner Elliott commented council will do all they can for the citizens.

There being no further business, meeting adjourned.

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Van W. Johnson, Sr., Mayor

_____

Deborah Guillotte, City Clerk

BILL LIST DEPARTMENT EXPENDITURE REPORT - FY 2017/2018

DEPARTMENT	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
GEN GOV'T	6,740.42	3,434.02	7,564.45	5,216.68	5,846.78	9,931.24	16,208.75	9,171.56	14,068.49	9,884.19		
POLICE	10,244.28	7,500.49	8,632.62	14,322.02	25,827.58	3,924.22	4,359.60	6,967.13	4,968.46	11,093.99		
FIRE	4,673.96	1,391.28	5,070.16	4,716.02	2,064.61	2,398.11	19,324.57	3,200.73	10,770.71	6,671.73		
PUBLIC WORKS	34,241.02	11,782.72	9,824.62	18,724.43	9,695.04	18,144.73	13,974.26	8,350.48	11,508.03	15,310.83		
LIBRARY	571.33	593.71	541.76	613.94	676.20	510.74	786.30	497.97	1,920.88	644.24		
RECREATION	10,348.05	5,420.08	6,338.61	7,045.62	10,970.84	6,312.49	8,418.54	6,056.43	21,340.91	15,559.41		
SCIPIO CREEK	2,221.76	604.23	4,514.51	3,989.89	575.95	440.08	675.15	517.37	2,752.28	866.74		
BATTERY PARK	1,382.95	500.25	444.98	755.43	703.29	485.58	1,017.85	815.90	766.79	1,169.06		
WATER	51,214.47	11,253.04	19,942.08	43,302.58	12,944.27	11,753.92	13,459.47	20,307.73	17,338.80	12,007.52		
SEWER	27,406.08	18,355.53	19,351.53	25,570.23	17,922.14	28,421.44	28,399.57	30,586.27	30,568.38	35,355.38		

CITY OF APALACHICOLA - GENERAL FUND

1 AVENUE E
APALACHICOLA, FL 32320

Accounts Payable Journal

Select: TranDate From: 07/01/18 To: 07/31/18

Tran No.	Vendor Code	Vendor Name	Invoice #	Trans. Date	Invoice Date	Due Date	Disct. Avail.	Tran Type	Debit	Credit	Posted
0000010039	VOL COMP	VOLUNTEER COMPENSATION	MAY-JULY	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	VOLUNTEER COM-MAY-JULY							4000.00	No
	5202130	Volunteer Compensation	VOLUNTEER COM-MAY-JULY						4000.00		No
						Transaction Total :			4000.00	4000.00	
0000010040	FP	DUKE ENERGY	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	DUKE ENERGY -JULY INVS							13144.49	No
	510430	Utilities	DUKE ENERGY -JULY INVS						689.85		No
	5724302	PE Fac & Field Utilities	DUKE ENERGY -JULY INVS						163.05		No
	5724303	Holy Family Utility	DUKE ENERGY -JULY INVS						604.19		No
	5724304	High School Utilities	DUKE ENERGY -JULY INVS						3432.32		No
	5724305	6th St Rec Utilities	DUKE ENERGY -JULY INVS						196.46		No
	5724307	Restroom Utilities	DUKE ENERGY -JULY INVS						114.30		No
	5724301	COMMUNITY CENTER UTILITY	DUKE ENERGY -JULY INVS						859.76		No
	572430	Parks Utilities	DUKE ENERGY -JULY INVS						233.43		No
	571430	Utilities	DUKE ENERGY -JULY INVS						396.73		No
	5202430	Utilities	DUKE ENERGY -JULY INVS						26.52		No
	5201430	UTILITIES	DUKE ENERGY -JULY INVS						736.61		No
	530430	Utilities	DUKE ENERGY -JULY INVS						5691.27		No
						Transaction Total :			13144.49	13144.49	
0000010041	CRI	CARR, RIGGS & INGRAM, LLC	16506034	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	CARR, RIGGS &-16506034							6025.00	No
	510320	Auditing Services	CARR, RIGGS &-16506034						6025.00		No
						Transaction Total :			6025.00	6025.00	
0000010042	GANDERS	J. V. GANDER, DIST. INC	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	J. V. GANDER,-JULY INVS							4548.57	No
	511521	GAS & OIL	J. V. GANDER,-JULY INVS						271.42		No
	530521	Gas & Oil	J. V. GANDER,-JULY INVS						2322.79		No
	5201521	Gas & Oil	J. V. GANDER,-JULY INVS						1801.51		No
	5202521	Gas & Oil	J. V. GANDER,-JULY INVS						152.85		No
						Transaction Total :			4548.57	4548.57	
0000010043	VERIZON	VERIZON WIRELESS	JULY INVS	07/31/18	07/31/18	07/31/09	0.00	I			
	21011	Current Account Payables	VERIZON WIREL-JULY INVS							1740.73	No
	5201410	Communications	VERIZON WIREL-JULY INVS						795.00		No
	530410	Communications	VERIZON WIREL-JULY INVS						385.48		No
	572410	COMMUNICATIONS	VERIZON WIREL-JULY INVS						100.90		No
	510410	Communications	VERIZON WIREL-JULY INVS						459.35		No
						Transaction Total :			1740.73	1740.73	
0000010044	FAIRPOINT	CONSOLIDATED COMMUNICATIO	LY INVS	07/31/18	07/31/18	07/31/07	0.00	I			
	21011	Current Account Payables	CONSOLIDATED -JULY INVS							1822.74	No
	5201410	Communications	CONSOLIDATED -JULY INVS						200.24		No
	510410	Communications	CONSOLIDATED -JULY INVS						755.20		No
	5202410	Communications	CONSOLIDATED -JULY INVS						44.78		No
	530410	Communications	CONSOLIDATED -JULY INVS						144.86		No
	571410	COMMUNICATIONS	CONSOLIDATED -JULY INVS						157.51		No
	5724101	Facility Communications	CONSOLIDATED -JULY INVS						520.15		No
						Transaction Total :			1822.74	1822.74	
0000010045	ACE	APALACHICOLA ACE	JULY INVS	07/31/18	07/31/18	07/31/04	0.00	I			
	21011	Current Account Payables	APALACHICOLA -JULY INVS							378.42	No
	541464	LOGT EXPENSES	APALACHICOLA -JULY INVS						116.91		No
	530520	Supplies	APALACHICOLA -JULY INVS						219.74		No

CITY OF APALACHICOLA - GENERAL FUND

1 AVENUE E
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Tran No.	Vendor Code	Vendor Name	Invoice #	Trans. Date	Invoice Date	Due Date	Disct. Avail.	Tran Type	Debit	Credit	Posted
	510520	Supplies	APALACHICOLA -JULY INVS						41.77		No
					Transaction Total :				378.42	378.42	
0000010046	1ST CHOICE	1ST CHOICE BUILDERS, INC.	618	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	1ST CHOICE BU-618							500.00	No
	572461	FACILITY MAINTENANCE	1ST CHOICE BU-618						500.00		No
					Transaction Total :				500.00	500.00	
0000010047	SANDY DOG	LEE COMPTON	113	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	LEE COMPTON -113							1186.00	No
	52015201	UNIFORMS	LEE COMPTON -113						1186.00		No
					Transaction Total :				1186.00	1186.00	
0000010048	ST JOE REN	ST. JOE RENT-ALL, INC.	JULY INVS	07/31/18	07/31/18	07/31/04	0.00	I			
	21011	Current Account Payables	ST. JOE RENT--JULY INVS							1866.22	No
	530522	EQUIPMENT BELOW $750	ST. JOE RENT--JULY INVS						552.92		No
	530460	Repairs & Maintenance	ST. JOE RENT--JULY INVS						1313.30		No
					Transaction Total :				1866.22	1866.22	
0000010049	PTNY GLOBA	PITNEY BOWES GLOBAL FINAN	JULY INVS	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	PITNEY BOWES -JULY INVS							276.78	No
	510440	Rental	PITNEY BOWES -JULY INVS						276.78		No
					Transaction Total :				276.78	276.78	
0000010050	TIMES	GATEHOUSE MEDIA, NW FLORI	JULY INVS	07/31/18	07/31/18	08/31/03	0.00	I			
	21011	Current Account Payables	GATEHOUSE MED-JULY INVS							288.85	No
	510480	Advertising	GATEHOUSE MED-JULY INVS						288.85		No
					Transaction Total :				288.85	288.85	
0000010051	IGA	GULFSIDE IGA	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	GULFSIDE IGA -JULY INVS							118.57	No
	510520	Supplies	GULFSIDE IGA -JULY INVS						118.57		No
					Transaction Total :				118.57	118.57	
0000010052	STEEL CITY	STEEL CITY, INC.	255272	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	STEEL CITY, I-255272							163.20	No
	541464	LOGT EXPENSES	STEEL CITY, I-255272						163.20		No
					Transaction Total :				163.20	163.20	
0000010053	OFF BUS	OFFICE BUSINESS SYSTEMS,	53185;014	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	OFFICE BUSINE-53185;014							119.77	No
	510440	Rental	OFFICE BUSINE-53185;014						50.00		No
	5201440	RENTAL	OFFICE BUSINE-53185;014						69.77		No
					Transaction Total :				119.77	119.77	
0000010054	REDWIRE	REDWIRE	149649	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	REDWIRE -149649							44.32	No
	510460	Repairs & Maintenance	REDWIRE -149649						44.32		No
					Transaction Total :				44.32	44.32	
0000010055	GUNN	GUNN HEATING & A/C	21666;317	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	GUNN HEATING -21666;317							2942.05	No

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	572461	FACILITY MAINTENANCE	GUNN HEATING -21666;317						2942.05		No
					Transaction Total :				2942.05	2942.05	
0000010056	PCHASE PWR	PITNEY BOWES PURCHASE POW	JULY INVS	07/31/18	07/31/18	07/31/05	0.00	I			
	21011	Current Account Payables	PITNEY BOWES -JULY INVS							100.00	No
	510520	Supplies	PITNEY BOWES -JULY INVS						100.00		No
					Transaction Total :				100.00	100.00	
0000010057	J.J. TREE	J.J.'S TREE SERVICE, LLC	3281	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	J.J.'S TREE -3281							600.00	No
	541462	TREE MAINTENANCE	J.J.'S TREE -3281						600.00		No
					Transaction Total :				600.00	600.00	
0000010058	DANA SAF	DANA SAFETY SUPPLY, INC.	510253	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	DANA SAFETY S-510253							5196.99	No
	5201523	EQUIPMENT ABOVE $750	DANA SAFETY S-510253						5196.99		No
					Transaction Total :				5196.99	5196.99	
0000010059	GC AUTO	GULF COAST AUTO PARTS & S	JULY INVS	07/31/18	07/31/18	07/31/17	0.00	I			
	21011	Current Account Payables	GULF COAST AU-JULY INVS							244.00	No
	5201460	Repairs & Maintenance	GULF COAST AU-JULY INVS						244.00		No
					Transaction Total :				244.00	244.00	
0000010060	NAPA	APALACH AUTO PARTS	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	APALACH AUTO -JULY INVS							354.63	No
	5201460	Repairs & Maintenance	APALACH AUTO -JULY INVS						31.13		No
	530460	Repairs & Maintenance	APALACH AUTO -JULY INVS						258.20		No
	5202460	Repairs & Maintenance	APALACH AUTO -JULY INVS						65.30		No
					Transaction Total :				354.63	354.63	
0000010061	ATLANTIS	ATLANTIS POOL SERVICE, IN	JULY INVS	07/31/18	07/31/18	07/31/16	0.00	I			
	21011	Current Account Payables	ATLANTIS POOL-JULY INVS							1260.00	No
	572463	PARK MAINTENANCE	ATLANTIS POOL-JULY INVS						1260.00		No
					Transaction Total :				1260.00	1260.00	
0000010062	CRYSTAL	CRYSTAL SPRINGS WATER CON	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	CRYSTAL SPRIN-JULY INVS							352.34	No
	530520	Supplies	CRYSTAL SPRIN-JULY INVS						68.36		No
	510520	Supplies	CRYSTAL SPRIN-JULY INVS						283.98		No
					Transaction Total :				352.34	352.34	
0000010063	FIRST IN	FIRST IN SERVICES	7128005	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	FIRST IN SERV-7128005							1142.28	No
	5202460	Repairs & Maintenance	FIRST IN SERV-7128005						1142.28		No
					Transaction Total :				1142.28	1142.28	
0000010064	FLUENTIMS	FLUENT IMS, INC.	3174	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	FLUENT IMS, I-3174							1100.00	No
	5202410	Communications	FLUENT IMS, I-3174						1100.00		No
					Transaction Total :				1100.00	1100.00	
0000010065	M/A	HARRIS CORP.	93294261	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	HARRIS CORP. -93294261							210.00	No

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	5201410	Communications	HARRIS CORP. -93294261						210.00		No
					Transaction Total :				210.00	210.00	
0000010066	SUPREME	SUPREME PAPER SUPPLIES IN	JULY INVS	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	SUPREME PAPER-JULY INVS							6797.60	No
	572461	FACILITY MAINTENANCE	SUPREME PAPER-JULY INVS						3398.80		No
	530520	Supplies	SUPREME PAPER-JULY INVS						3398.80		No
	5201520	Supplies	SUPREME PAPER-JULY INVS						0.00		No
					Transaction Total :				6797.60	6797.60	
0000010067	MIZE	MIZE PLUMBING SERVICES &	JULY INVS	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	MIZE PLUMBING-JULY INVS							164.00	No
	572463	PARK MAINTENANCE	MIZE PLUMBING-JULY INVS						164.00		No
					Transaction Total :				164.00	164.00	
0000010068	QUILL	QUILL CORPORATION	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	QUILL CORPORA-JULY INVS							356.41	No
	5201520	Supplies	QUILL CORPORA-JULY INVS						224.45		No
	510520	Supplies	QUILL CORPORA-JULY INVS						131.96		No
					Transaction Total :				356.41	356.41	
0000010069	IIMC	IIMC	JULY INVS	07/31/18	07/31/18	07/31/04	0.00	I			
	21011	Current Account Payables	IIMC -JULY INVS							260.00	No
	510540	Dues & Fees	IIMC -JULY INVS						260.00		No
					Transaction Total :				260.00	260.00	
0000010070	CATES	CATES ELECTRIC SERVICES,	JULY INVS	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Account Payables	CATES ELECTRI-JULY INVS							510.00	No
	572461	FACILITY MAINTENANCE	CATES ELECTRI-JULY INVS						370.00		No
	5202460	Repairs & Maintenance	CATES ELECTRI-JULY INVS						140.00		No
					Transaction Total :				510.00	510.00	
0000010071	PAULS	PAUL'S PEST CONTROL, INC.	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Account Payables	PAUL'S PEST C-JULY INVS							865.00	No
	572463	PARK MAINTENANCE	PAUL'S PEST C-JULY INVS						150.00		No
	571460	REPAIRS/MAINTENANCE	PAUL'S PEST C-JULY INVS						90.00		No
	530460	Repairs & Maintenance	PAUL'S PEST C-JULY INVS						75.00		No
	572461	FACILITY MAINTENANCE	PAUL'S PEST C-JULY INVS						550.00		No
					Transaction Total :				865.00	865.00	
0000010072	CARDMEMBER	CARDMEMBER SERVICE	JULY INVS	07/31/18	07/31/18	07/31/06	0.00	I			
	21011	Current Account Payables	CARDMEMBER SE-JULY INVS							485.43	No
	510520	Supplies	CARDMEMBER SE-JULY INVS						87.14		No
	5201463	Tires & Tubes	CARDMEMBER SE-JULY INVS						81.00		No
	52015201	UNIFORMS	CARDMEMBER SE-JULY INVS						153.54		No
	5201520	Supplies	CARDMEMBER SE-JULY INVS						163.75		No
					Transaction Total :				485.43	485.43	
					Grand Total :				59164.39	59164.39	

CITY OF APALACHICOLA - GENERAL FUND

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Accounts Payable Journal

General Ledger Transfer Summary

Acct#	Account Name	Description	Debit	Credit
21011	Current Account Payables	Summary From A/P Post		59164.39
510320	Auditing Services	Summary From A/P Post	6025.00	
510410	Communications	Summary From A/P Post	1214.55	
510430	Utilities	Summary From A/P Post	689.85	
510440	Rental	Summary From A/P Post	326.78	
510460	Repairs & Maintenance	Summary From A/P Post	44.32	
510480	Advertising	Summary From A/P Post	288.85	
510520	Supplies	Summary From A/P Post	763.42	
510540	Dues & Fees	Summary From A/P Post	260.00	
511521	GAS & OIL	Summary From A/P Post	271.42	
5201410	Communications	Summary From A/P Post	1205.24	
5201430	UTILITIES	Summary From A/P Post	736.61	
5201440	RENTAL	Summary From A/P Post	69.77	
5201460	Repairs & Maintenance	Summary From A/P Post	275.13	
5201463	Tires & Tubes	Summary From A/P Post	81.00	
5201520	Supplies	Summary From A/P Post	388.20	
52015201	UNIFORMS	Summary From A/P Post	1339.54	
5201521	Gas & Oil	Summary From A/P Post	1801.51	
5201523	EQUIPMENT ABOVE $750	Summary From A/P Post	5196.99	
5202130	Volunteer Compensation	Summary From A/P Post	4000.00	
5202410	Communications	Summary From A/P Post	1144.78	
5202430	Utilities	Summary From A/P Post	26.52	
5202460	Repairs & Maintenance	Summary From A/P Post	1347.58	
5202521	Gas & Oil	Summary From A/P Post	152.85	
530410	Communications	Summary From A/P Post	530.34	
530430	Utilities	Summary From A/P Post	5691.27	
530460	Repairs & Maintenance	Summary From A/P Post	1646.50	
530520	Supplies	Summary From A/P Post	3686.90	
530521	Gas & Oil	Summary From A/P Post	2322.79	
530522	EQUIPMENT BELOW $750	Summary From A/P Post	552.92	
541462	TREE MAINTENANCE	Summary From A/P Post	600.00	
541464	LOGT EXPENSES	Summary From A/P Post	280.11	
571410	COMMUNICATIONS	Summary From A/P Post	157.51	
571430	Utilities	Summary From A/P Post	396.73	
571460	REPAIRS/MAINTENANCE	Summary From A/P Post	90.00	
572410	COMMUNICATIONS	Summary From A/P Post	100.90	
5724101	Facility Communications	Summary From A/P Post	520.15	
572430	Parks Utilities	Summary From A/P Post	233.43	
5724301	COMMUNITY CENTER UTILITY	Summary From A/P Post	859.76	
5724302	PE Fac & Field Utilities	Summary From A/P Post	163.05	
5724303	Holy Family Utility	Summary From A/P Post	604.19	
5724304	High School Utilities	Summary From A/P Post	3432.32	
5724305	6th St Rec Utilities	Summary From A/P Post	196.46	
5724307	Restroom Utilities	Summary From A/P Post	114.30	
572461	FACILITY MAINTENANCE	Summary From A/P Post	7760.85	
572463	PARK MAINTENANCE	Summary From A/P Post	1574.00	
		Summary Total :	59164.39	59164.39

510 Gen Govt 9884.19
5201 Police 11093.99
5202 Fire 6671.73
530 Public Works 15310.83
571 Library 644.24
572 Recreation 15,559.41

CITY OF APALACHICOLA - ENTERPRISE FUND

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0000005367	FP CORP	DUKE ENERGY	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Accounts Payable	DUKE ENERGY -JULY INVS							17091.09	No
	510430	Utilities	DUKE ENERGY -JULY INVS						494.17		No
	520430	Utilities	DUKE ENERGY -JULY INVS						927.47		No
	540430	Utilties	DUKE ENERGY -JULY INVS						4108.67		No
	550430	Utilities	DUKE ENERGY -JULY INVS						11560.78		No
					Transaction Total :				17091.09	17091.09	
0000005368	DELETED										
0000005369	GANDERS	J.V. GANDER, DIST., INC	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Accounts Payable	J.V. GANDER, -JULY INVS							1845.06	No
	540521	Gas & Oil	J.V. GANDER, -JULY INVS						922.53		No
	550521	Gas & Oil	J.V. GANDER, -JULY INVS						922.53		No
					Transaction Total :				1845.06	1845.06	
0000005370	VERIZON	VERIZON WIRELESS	JULY INVS	07/31/18	07/31/18	07/31/09	0.00	I			
	21011	Current Accounts Payable	VERIZON WIREL-JULY INVS							453.67	No
	540410	Communications	VERIZON WIREL-JULY INVS						226.84		No
	550410	Communications	VERIZON WIREL-JULY INVS						226.83		No
					Transaction Total :				453.67	453.67	
0000005371	FAIRPOINT	CONSOLIDATED COMMUNICATI	JLY INVS	07/31/18	07/31/18	07/31/09	0.00	I			
	21011	Current Accounts Payable	CONSOLIDATED -JULY INVS							386.80	No
	550410	Communications	CONSOLIDATED -JULY INVS						346.40		No
	510410	COMMUNICATION	CONSOLIDATED -JULY INVS						40.40		No
					Transaction Total :				386.80	386.80	
0000005372	APA ACE	APALACHICOLA ACE	JULY INVS	07/31/18	07/31/18	07/31/03	0.00	I			
	21011	Current Accounts Payable	APALACHICOLA -JULY INVS							492.32	No
	520460	Repairs & Maintenance	APALACHICOLA -JULY INVS						45.59		No
	540520	Supplies	APALACHICOLA -JULY INVS						223.37		No
	550520	Supplies	APALACHICOLA -JULY INVS						223.36		No
					Transaction Total :				492.32	492.32	
0000005373	CULLIGAN	CULLIGAN BOTTLED WATER	JULY INVS	07/31/18	07/31/18	07/31/08	0.00	I			
	21011	Current Accounts Payable	CULLIGAN BOTT-JULY INVS							45.70	No
	550520	Supplies	CULLIGAN BOTT-JULY INVS						45.70		No
					Transaction Total :				45.70	45.70	
0000005374	SUNSHINE	SUNSHINE STATE ONE CALL	165710	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	SUNSHINE STAT-165710							41.99	No
	540520	Supplies	SUNSHINE STAT-165710						41.99		No
					Transaction Total :				41.99	41.99	
0000005375	GULF COAST	GULF COAST AUTO PARTS & S	7945	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	GULF COAST AU-7945							99.95	No
	540460	Repairs & Maintenance	GULF COAST AU-7945						99.95		No
					Transaction Total :				99.95	99.95	
0000005376	WT SPIGOT	WATER SPIGOT	JULY INVS	07/31/18	07/31/18	07/31/08	0.00	I			
	21011	Current Accounts Payable	WATER SPIGOT -JULY INVS							3050.00	No
	540461	TESTING	WATER SPIGOT -JULY INVS						2085.00		No

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	550461	TESTING	WATER SPIGOT -JULY INVS						965.00		No
					Transaction Total :				3050.00	3050.00	
0000005377	PRO FORMA	PROFORMA	9091401529	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	PROFORMA -9091401529							661.02	No
	540520	Supplies	PROFORMA -9091401529						330.51		No
	550520	Supplies	PROFORMA -9091401529						330.51		No
					Transaction Total :				661.02	661.02	
0000005378	HAWKINS	HAWKINS, INC.	JULY INVS	07/31/18	07/31/18	07/31/17	0.00	I			
	21011	Current Accounts Payable	HAWKINS, INC.-JULY INVS							5945.00	No
	550520	Supplies	HAWKINS, INC.-JULY INVS						4593.00		No
	540520	Supplies	HAWKINS, INC.-JULY INVS						1352.00		No
					Transaction Total :				5945.00	5945.00	
0000005379	AIRVAC	AQSEPTENCE GROUP INC	JULY INVS	07/31/18	07/31/18	07/31/12	0.00	I			
	21011	Current Accounts Payable	AQSEPTENCE GR-90142762							1128.97	No
	550520	Supplies	AQSEPTENCE GR-90142762						1128.97		No
					Transaction Total :				1128.97	1128.97	
0000005380	GILBERT	GILBERT PUMP & MECHANICAL	101571	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	GILBERT PUMP -101571							13400.00	No
	550523	EQUIPMENT ABOVE $750	GILBERT PUMP -101571						13400.00		No
					Transaction Total :				13400.00	13400.00	
0000005381	EMPIRE	EMPIRE PIPE & SUPPLY COMP	2008787	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	EMPIRE PIPE &-2008787							2044.69	No
	540520	Supplies	EMPIRE PIPE &-2008787						2044.69		No
					Transaction Total :				2044.69	2044.69	
0000005382	BEARD	BEARD EQUIPMENT COMPANY	1029033	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	BEARD EQUIPME-1029033							622.41	No
	540460	Repairs & Maintenance	BEARD EQUIPME-1029033						311.21		No
	550460	Repairs & Maintenance	BEARD EQUIPME-1029033						311.20		No
					Transaction Total :				622.41	622.41	
0000005383	WEIGHT CK	WEIGHT-CHECK	10795	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	WEIGHT-CHECK -10795							250.00	No
	550460	Repairs & Maintenance	WEIGHT-CHECK -10795						250.00		No
					Transaction Total :				250.00	250.00	
0000005384	QUILL	QUILL CORPORATION	JULY INVS	07/31/18	07/31/18	07/31/08	0.00	I			
	21011	Current Accounts Payable	QUILL CORPORA-JULY INVS							47.23	No
	550520	Supplies	QUILL CORPORA-JULY INVS						47.23		No
					Transaction Total :				47.23	47.23	
0000005385	CATES	CATES ELECTRIC SERVICES,	JULY INVS	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	CATES ELECTRI-JULY INVS							481.00	No
	510460	Repairs & Maintenance	CATES ELECTRI-JULY INVS						285.00		No
	520460	Repairs & Maintenance	CATES ELECTRI-JULY INVS						196.00		No
					Transaction Total :				481.00	481.00	

CITY OF APALACHICOLA - ENTERPRISE FUND

1 AVENUE E
APALACHICOLA, FL 32320

Accounts Payable Journal

Select: TranDate From: 07/01/18 To: 07/31/18

Tran No.	Vendor Code	Vendor Name	Invoice #	Trans. Date	Invoice Date	Due Date	Disct. Avail.	Tran Type	Debit	Credit	Posted
0000005386	CER PLUMB	WINSUPPLY OF EASTPOINT	JULY INVS	07/31/18	07/31/18	07/31/18	0.00	I			
	21011	Current Accounts Payable	WINSUPPLY OF -JULY INVS							47.17	No
	510460	Repairs & Maintenance	WINSUPPLY OF -JULY INVS						47.17		No
					Transaction Total :				47.17	47.17	
0000005387	CARDMEMBER	CARDMEMBER SERVICE	JULY INVS	07/31/18	07/31/18	07/31/12	0.00	I			
	21011	Current Accounts Payable	CARDMEMBER SE-JULY INVS							1264.63	No
	550520	Supplies	CARDMEMBER SE-JULY INVS						1003.87		No
	540520	Supplies	CARDMEMBER SE-JULY INVS						260.76		No
					Transaction Total :				1264.63	1264.63	
					Grand Total :				49398.70	49398.70	

CITY OF APALACHICOLA - ENTERPRISE FUND

1 AVENUE E
APALACHICOLA, FL 32320

Accounts Payable Journal

General Ledger Transfer Summary

Acct#	Account Name	Description	Debit	Credit
21011	Current Accounts Payable	Summary From A/P Post		49398.70
510410	COMMUNICATION	Summary From A/P Post	40.40	
510430	Utilities	Summary From A/P Post	494.17	
510460	Repairs & Maintenance	Summary From A/P Post	332.17	
520430	Utilities	Summary From A/P Post	927.47	
520460	Repairs & Maintenance	Summary From A/P Post	241.59	
540410	Communications	Summary From A/P Post	226.84	
540430	Utilties	Summary From A/P Post	4108.67	
540460	Repairs & Maintenance	Summary From A/P Post	411.16	
540461	TESTING	Summary From A/P Post	2085.00	
540520	Supplies	Summary From A/P Post	4253.32	
540521	Gas & Oil	Summary From A/P Post	922.53	
550410	Communications	Summary From A/P Post	573.23	
550430	Utilities	Summary From A/P Post	11560.78	
550460	Repairs & Maintenance	Summary From A/P Post	561.20	
550461	TESTING	Summary From A/P Post	965.00	
550520	Supplies	Summary From A/P Post	7372.64	
550521	Gas & Oil	Summary From A/P Post	922.53	
550523	EQUIPMENT ABOVE $750	Summary From A/P Post	13400.00	
		Summary Total :	49398.70	49398.70

510 Sopio Creek 866174
520 Battery Park 1169.04
540 Water 12,007.52
590 Sewer 35,355.38

CITY OF APALACHICOLA

PLANNING & ZONING BOARD
REGULAR MEETING
MONDAY, July 9th, 2018
Community Center/City Hall – 1 Bay Avenue
AGENDA MINUTES

Present: Tom Daly, Chairperson, Geoff Hewell, Uta Hardy, Joe Taylor, Wilbur Bellew, Code Enforcement, Lee Mathes, City Administrator, Cindy Clark, City Planner, & Cortni Bankston, Permitting & Development Coordinator

Workshop – 5p.m.

Proposed Tree Ordinance Revisions – **Discussion held by Dennis Winterringer**

Regular Meeting – 6p.m.

1) Approval of June 11th, 2018 Regular Meeting Minutes. **Motion to Approve: Geoff Hewell, 2nd: Joe Taylor. Motion Carried**

2) Review, Discussion and Decision for New Construction @ 123 Bay Colony Way, Block(s) Bay Colony, Lot(s) 23, For – Jeff & Dawn Grzelak, Contractor – 1st Choice Builders. **Motion to Approve: Joe Taylor, 2nd: Geoff Hewell. Motion Carried**

3) Review, Discussion and Decision for New Construction @ 154 Bay Colony Way, Block(s) Bay Colony, Lot(s) 9, For – Leon & Geraldine Swarts, Contractor – 1st Choice Builders. **Motion to Approve: Joe Taylor, 2nd: Geoff Hewell. Motion Carried**

4) Review, Discussion and Decision for installation of a 12x12 Wood Gazebo @ 148 5th Street, Block 63, Lot(s) 2 & 3, For – Jim & Gayle Doherty, Contractor – Owner/Self. **Motion to Approve: Geoff Hewell, 2nd: Joe Taylor. Motion Carried.**

5) Review, Discussion and Decision for removal of current chain link fence and installation of a 6 foot wood privacy fence @ 112 4th Street, Block(s) 8, Lot(s) 3, For – Douglas Morgan & Manuela Zarate, Contractor – Owner/Self. **Motion to Approve contingent upon survey verifying property line and revision to drop fence to 36' for front side: Geoff Hewell, 2nd: Joe Taylor. 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: September 4, 2018

SUBJECT: Triumph Solar Grant – Allocation of Utility Bill Savings from Solar Installations

AGENDA INFORMATION:

Agenda Location: Unfinished
Item Number: A
Department: Administration
Contact: Kevin Begos, Volunteer
Presenter: Kevin Begos, Volunteer

BRIEF SUMMARY: The City of Apalachicola is seeking a $900,000 Triumph Florida grant to build more than 1,500 solar panels around the wastewater plant and at the Johnson Center. This project will reduce taxes, benefit the environment, and create jobs in Northwest Florida. This project will also reduce City utility bills by more than $60,000 each year for the next 25 years, with total savings of approximately $1.5 million. The City now pays more than $350,000 per year in utility bills. If the grant is approved, the City has previously committed to using part of the savings to lower Ad Valorem tax rates. Other savings will go into a fund earmarked for wastewater plant maintenance, which should also reduce burdens on taxpayers. This request is to clarify what percentage of solar farm cost savings should be devoted to ad valorem tax reduction.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve a Proposal that Forty-Five (45%) of Solar Farm Cost Savings be Devoted to Ad-Valorem Tax Reduction.

FUNDING SOURCE: Triumph Funded Solar Farm Grant Project

ATTACHMENTS: Email dated August 29, 2018 and August 9, 2018 from Kevin Begos

STAFF'S COMMENTS AND RECOMMENDATIONS: Please see the attached emails for answers to specific questions the Board had from past meetings and recommendations from Mr. Begos regarding the language to include in the grant proposal.

Lee, Mathes

From: Kevin <kevinb109@gmail.com>
Sent: Wednesday, August 29, 2018 10:10 AM
To: Rick Harper
Cc: Cori Henderson; Lee Mathes; Cindy Clark
Subject: Re: Technical question / Apalachicola Solar Grant

Rick, Cori,

The Commissioners have one last question about how an ad Valorem cut would be enacted.
Do you know of examples tied to grant savings from other cities?

For example, an initial estimate shows that a portion of the Solar Farm savings could reduce the City ad Valorem rate by 1/2 mil (.5). So in theory that would appear to be one motion - to make that reduction.

But of course there are many other budget variables each year - other revenues or expenditures can go up or down.

So for example, say in one budget motion the City takes solar farm savings and reduces the ad Valorem rate from 9.5 down to 9 mils.
That becomes a new baseline.
Then, however, the City could additionally reduce or increase taxes further, based on other realities.
So if they needed a .25 mil increase, the final tax rate for that year would be 9.25, not 9.75.

Let me know if this makes sense or if there are other issues or ways to do this that would satisfy Triumph reporting.

Best,

Kevin Begos

On Wed, Aug 8, 2018 at 12:53 PM, Rick Harper <rharper@myfloridatriumph.com> wrote:
got it - so the reduction in ad valorem comes about because the solar capacity is installed on City-owned buildings, thus enabling reduced utility expenditures by the City, and freeing up budget to use on ad valorem rate reduction.

Rick

From: Kevin <kevinb109@gmail.com>
Sent: Wednesday, August 8, 2018 10:29 AM
To: Rick Harper
Cc: Cori Henderson; Lee Mathes; Cindy Clark
Subject: Re: Technical question / Apalachicola Solar Grant

Hi Rick,

Thank you for the quick reply.

The solar project would reduce City utility bills by more than $1.5 million over 25 years, with an immediate first year reduction of about $65,000.

Since the savings each year would actually lower City expenditures, we were suggesting that a dollar amount be factored into the yearly budget debate.

For example, let's imagine the City devotes 50% of the yearly savings to ad Valorem reductions – $32,500. Ad valorem taxes could then be reduced by the equivalent of that amount, though of course separate budget deliberations could also change the tax rate down or up.

In other words, the City could reduce ad Valorem rates by the equivalent of $32,500 without seeing a decline in operating revenue.

The other $32,500 in utility savings also give the City more operating revenue without raising taxes.

I understand your point about focusing on economic development potential. We're just working with what the REMI models show for this project, which is some ROI, GDP growth, and job creation, but also this potential ad Valorem benefit.

Best,

Kevin

On Wed, Aug 8, 2018 at 10:47 AM, Rick Harper <rharper@myfloridatriumph.com> wrote:
Hi Kevin -

It sounds like an interesting approach, and reducing ad valorem taxes is one of the specifically allowable uses of Triumph funds. There are not hard and fast rules about the length of time for the ad valorem commitment, beyond the minimum that would be required in the performance metrics. Thus, it is negotiable. That being said, the Triumph Board has been very focused on the economic development potential of projects they consider.

So how would that savings work? If grant dollars were used to provide the up-front solar equipment and installation expenses, how would that generate the additional revenue to the City that would then be needed to offset ad valorem revenue that would be lost to an ad valorem rate reduction? Is it that the increased real property values (increased due to the value of the solar installation), would provide enough revenue to allow a rate reduction?

We look forward to seeing the proposal.

Rick

From: Kevin <kevinb109@gmail.com>
Sent: Wednesday, August 8, 2018 7:00 AM
To: Cori Henderson; Rick Harper; Lee Mathes; Cindy Clark
Subject: Technical question / Apalachicola Solar Grant

Hello Cori, Rick,

The City is ready to submit the full Solar grant application but commissioners have one question.

The project is projected to substantially lower utility bills and the plan is to use some of those savings to reduce ad Valorem tax rates.

But can the percentage devoted to tax reductions change over time? In other words, if the City pledged to use 50% of savings for ad Valorem reductions in the application, would they have to stick with the 50% rate for 25 years?

The size of the ad Valorem reduction impacts the REMI projections we have for the project.

Thank you for any guidance. Also, is there any deadline to submitting this full grant?
It is ready to go except for the ad Valorem decision.

Sincerely,

Kevin Begos
Solar grant volunteer

--
www.kevinbegos.com
My new book:
Tasting the Past: The Science of Flavor & the Search for the Origins of Wine

Lee Mathes

From: Kevin <kevinb109@gmail.com>
Sent: Thursday, August 09, 2018 11:44 AM
To: Mayor Van W. Johnson; Anita Grove; Lee Mathes; Cindy Clark
Subject: Triumph Solar grant / answer to commissioners questions

Lee, please forward to the other Commissioners.

Dear Commissioners,

You have asked whether there is flexibility in how you allocate utility bill savings from the solar installations.

This is the response from Triumph staff:
"There are not hard and fast rules about the length of time for the ad valorem commitment, beyond the minimum that would be required in the performance metrics. Thus, it is negotiable."

However, please note there is a small catch here:
Prof. Harper mentioned the "minimum that would be required" in performance metrics.

Right now I have metrics estimated for the full 25 year life of the project, because each year generates more savings for the city.

I suggest we write the grant this way:

The City will devote xx percentage of yearly saving to ad Valorem tax reductions for the first 10 years of the project.
After 10 years the City will have the right to modify the ad Valorem percentage based on performance of the solar systems.

This would give you some flexibility, yet present an initial serious commitment to the Triumph board.

Also, please remember that the City benefits financially no matter how you allocate utility bill savings.

If you direct some of the savings towards ad Valorem taxes, that essentially lets you lower millage without losing revenue.

Kevin Begos

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Memorialization Guidelines - City Recreation Committee

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	A
Department:	City Recreation Committee
Contact:	Elinor Mount-Simmons, Committee Chair
Presenter:	Elinor Mount-Simmons, Committee Chair

BRIEF SUMMARY: At their June meeting, the City Commission tasked the Recreation Committee with developing guidelines for memorialization of notable citizens, and more specifically, the naming of streets and monuments in honor of its citizens. A draft of their suggestions is complete and the Recreation Committee would like to present them to the Commission for their input and possible action.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Not at this time, pending further discussion and possible action by the City Commission.

FUNDING SOURCE: Not Applicable.

ATTACHMENTS: Memorialization Guidelines from the Recreation Committee

STAFF'S COMMENTS AND RECOMMENDATIONS: As stated above, the Recreation Committee has developed guidelines for the implementation of a memorialization policy. Staff will await further direction from the Commission pending further discussion on this matter. If the Commission is happy with the progress, staff can place the suggestions into a more formal and final policy document and present it back to the Commission at the October meeting.

City Recreation Committee

Presentation to City Commission

Tuesday, September 5, 2018

Topic: Memorialization of Notable Apalachicola Citizens

At the June City Commission meeting, this committee was given a special assignment: to develop guidelines for the naming of streets and monuments in honor of citizens. To that end, we offer the suggestion of memorializing citizens with Stone Pillars, as opposed to re-naming streets. Listed below are our suggestions for this project.

- Design
  - Stone pillars between 18-24 inches with slanted tops
  - Metal plate affixed to slanted top with relevant information on citizen
    - Can be one pillar with multiple names or multiple pillars with one name each
    - Minimum wordage, i.e. citizen's name, title or role in City, dates
    - Pillars can be connected with some type rope/cable to enhance their safety, as well as add to their overall appearance
- Locations
  - Two (2) suggestions: Lafayette Park or Riverfront Park
    - Lafayette Park
      - Pillars could serve as barrier/border on the water side
    - Riverfront Park
      - Serve as a safety device between dock and water
- Cost
  - Cost should not be a responsibility of the City
  - Cost will be the responsibility of family, friends, supportive organizations
- Other Suggestions
  - Citizens memorialized must be deceased for at least five (5) years
  - The City, not the Recreation Committee, will determine eligible honorees
  - To maintain uniformity, the City will handle the ordering of pillars

City Recreation Committee Members
Elinor Mount-Simmons *(chair)*, Diane Brewer *(secretary)*, Tasia Jones,
Torben Madson, Robin Vroegop, Mark Milliken (alternate)

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Land Use Code – Amendment Request – Principle and Accessory Uses on Non-Contiguous Lots

AGENDA INFORMATION:

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

BRIEF SUMMARY: The City Planning Staff has received multiple inquiries about proposed developments that would encumber two non-contiguous lots for the purpose of meeting required principal/accessory use standards. Examples include lots separated by alleys where applicants wish to place the principle use on one lot and the accessory use on a separate across-the-alley lot. The conflict occurs due to the definition found in the Land Use Code, which states that accessory use structures are not permitted to be constructed without the principal use structures on the same lot.

> *Cite: Section II definitions. Accessory building and Uses – A structure of a use customarily incidental and subordinate to the principal structure or use and located on the same lot. Accessory structures shall not be used for habitable purposes. Accessory buildings shall not be constructed until a principle structure is in place.*

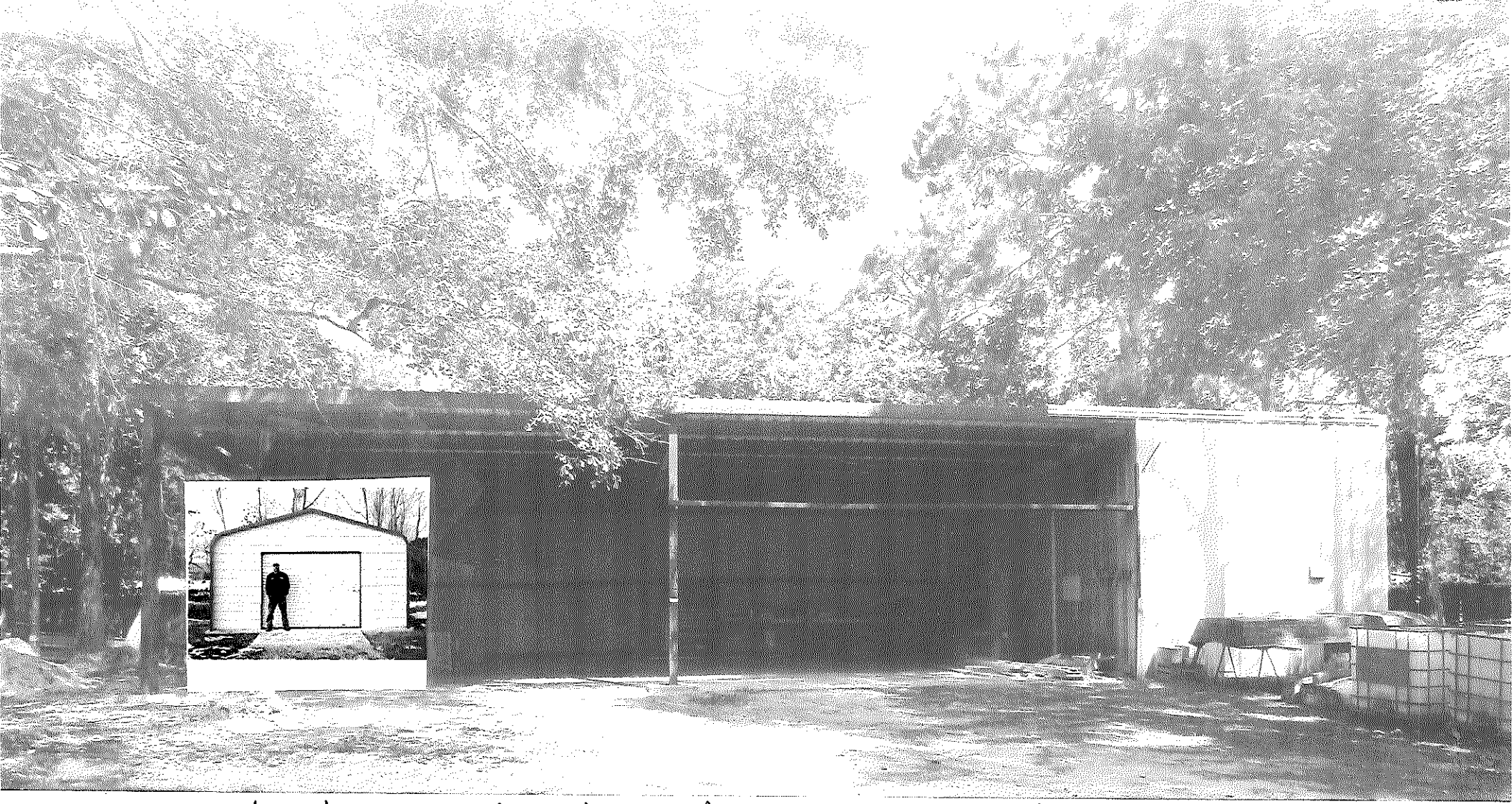
Staff is requesting that further direction be provided by the City Commission or Planning Board to determine whether this provision should be updated to allow for such events or whether the provision should remain in place unchanged.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Request that the Planning Board Review this Matter and Provide a Recommendation to the City Commission.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Larry and Sandy Pentzer – Garage Request

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff believes that there may be legal methods that would accommodate the city's need to protect the alleyways and a citizens need to improve their property. However, further study is needed and appropriate language developed to protect public property. Review and a possible recommendation from the Planning Board seem appropriate in this case to determine if indeed changes to the Land Use Code are needed. Larry and Sandy Pentzer had asked that their request to combine two lots in order to install a garage be heard by the Commission, however, it would seem more appropriate for the Commission to determine whether they would be open to a revision in the Land Use Code and then receive a recommendation from the Planning Board before a decision is made on the Pentzer case.



Install 12'x26' garage inside existing accessory structure. This is simply an improvement upon the structure already in place. The original footprint is not being changed or added to. There are only 22' remaining on the lot - not enough to build a principal structure.

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Ordinance No. 2018-03 Amending the Municipal Utility Tax Charged for Electric Utility Service

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	C
Department:	Administration
Contact:	Ron Nalley, City Manager and Lee Mathes, City Administrator
Presenter:	Ron Nalley, City Manager and Lee Mathes, City Administrator

BRIEF SUMMARY: When reviewing revenue enhancement options, it was discovered that the Municipal Utility Tax of ten percent (10%) was only being charged on the first $60.00 of a customer's utility bill in the City of Apalachicola. Following additional research, it was determined that a majority of cities in Florida charge a flat 10% on utility bills. A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipality. It is estimated that this change will produce an additional $100,000 in revenue for the City.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the First Reading of Ordinance No. 2018-03 and Proceed with the Adoption Process.

FUNDING SOURCE: Municipal Utility Tax – General Fund Revenue

ATTACHMENTS: Ordinance No. 2018-03 Amending the Municipal Utility Tax Charged for Electric Utility Service; Annual Utility Tax Estimated Dated June 27, 2018

STAFF'S COMMENTS AND RECOMMENDATIONS: During the development of the 2018-2019 Annual Budget, this revenue source was calculated into the balancing of the General Fund. If the Board chooses not to move forward with amending the Municipal Utility Tax, additional revenue will be needed. As mentioned above, the flat ten percent (10%) is very common in in municipalities across Florida and it is staff's recommendation to proceed with adoption of the Ordinance amendment.

CITY OF APALACHICOLA
ORDINANCE NO. 2018-03

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF APALACHICOLA, FLORIDA AMENDING THE MUNICIPAL UTLITY TAX CHARGED FOR ELECTRIC UTILITY SERVICE.

WHEREAS, Florida Statute 166.231 allows municipalities across the State of Florida to exercise its right to levy a municipal utility tax on the purchase of electricity; and

WHEREAS, the City of Apalachicola levies a ten percent (10%) municipal utility tax on only the first $60.00 of a customer's bill; and

WHEREAS, the City of Apalachicola wishes to set the utility tax rate on the purchase of electricity at a flat rate of ten percent (10%); and

WHEREAS, all ordinances or parts of ordinances in conflict herewith, to the extent of such conflict are hereby repealed; and

WHEREAS, this ordinance shall take effect immediately upon final adoption.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF APALACHICOLA, FLORIDA that the City Commission of the City of Apalachicola is hereby exercising its right to levy a municipal utility tax on the purchase of electricity, and that the municipal utility tax is hereby set at a flat rate of ten percent (10%).

This ordinance was read and adopted on _____, 2018. Motion to adopt ordinance made by Commissioner _____, second by Commissioner _____.

Voting Aye:
Voting Nay:

FOR THE CITY COMMISSION OF THE CITY OF APALACHICOLA

ATTEST:

_____ _____

Deborah Guillotte, City Clerk **Van W. Johnson, Sr., Mayor**

Annual Utility Tax Estimate

City of Apalachicola

June 27, 2018

Estimate based on 10% tax rate and 2017 year end statistics

Revenue Class	KWH	Calendar 2017 Revenue	Projected Oct18-Sep19 Revenue
01 - Residential	14,924,430	$1,921,578	$2,041,619
03 - Commercial	9,236,273	$949,721	$1,002,724
05 - Industrial	1,035,314	$95,549	$101,882
06 - Public Lighting	0	$0	$0
	25,196,017	$2,966,848	$3,146,225

Average Predominant Fuel		0.03966	$/kwh
Taxable Fuel		0.00699	$/kwh
Exempt Fuel		0.03267	$/kwh
Total KWH Rev Classes 01-06		25,196,017	kwh
Exempt Fuel Factor	x	0.03267	$/kwh
Exempt Revenue		$823,130	

Total Revenue		$3,146,225
Less Exempt Revenue		$823,130
		$2,323,095
10% Utility Tax	x	0.10
Annual Utility Tax		$232,309
Less Provision for Uncollectibles		0.003
Net Annual Utility Tax		231,613
Net Monthly Utility Tax		$19,301

NOTES:

1. This example does not consider churches, charitable organizations, schools ,etc. that may be considered tax exempt accounts.

2. This is a high level estimate that does not factor in specific characteristics of customers within each revenue class. For example, while this does consider overall customer mix within the jurisdiction, it does not consider specific rates that may be applicable within the revenue class. These are blended averages for each revenue class.

3. This estimate is based on current rates filed with the Florida Public Service Commission (PSC). Specific components of the bill including the fuel factor, nuclear construction costs, environmental and other cost factors may change for the fiscal year depending upon filings that are typically made each year for these components. Actual taxes will vary based on any changes in these cost factors that are approved by the PSC during the fiscal time period.

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Save our Shotguns Apalachicola Inc. Workforce Housing Request

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Administration
Contact: Peter Gallant, Save our Shotguns Apalachicola, Inc.
Presenter: Holly Brown, Save our Shotguns Apalachicola, Inc.

BRIEF SUMMARY: Save our Shotguns Apalachicola is nearing completion of their first affordable Housing project – a new, energy efficient, two-bedroom shotgun house located at 151 Willie B. Speed Boulevard. In order to build on this success, Save our Shotguns Apalachicola is interested in working with the City to continue the mission of providing two historically significant, low-income, energy efficient homes to the community. In reviewing the list of lots to be sold by the City, two lots (Lot 6, Block 161 and Lot 8, Block 181) would help further this cause. Save our Shotguns would like to work with the City to save two of the historically significant structures located on Lot 6, Block 161 and in the process use both lots to provide additional workforce housing.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Support the Affordable Housing Initiative by Developing an Agreement between the City of Apalachicola and Save Our Shotguns Apalachicola that would assign Lot 6, Block 161 and Lot 8, Block 181 to Save Our Shotguns Apalachicola for the purpose of providing two workforce housing opportunities for families in Apalachicola.

FUNDING SOURCE: Proposed Transfer of Property

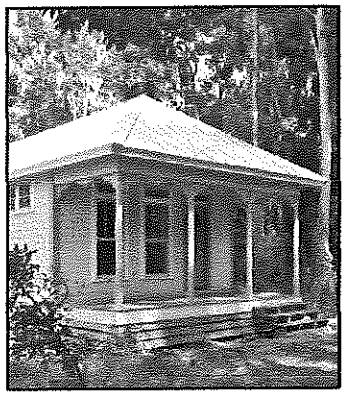
ATTACHMENTS: Recent photographs of SOS's new house at 151 Willie B. Speed Boulevard; Cost List for the new house; Realtor's appraised value; Value of in-kind labor and general contracting; Explanation of Repurchase Option Agreement; and copy of Repurchase Option Agreement.

STAFF'S COMMENTS AND RECOMMENDATIONS: In the past, the City Commission has supported affordable housing and workforce housing initiatives. This request is a creative approach to providing two new opportunities for the community. As you know however, these are also two of the lots that have been designated as surplus and were added to the list of properties to be sold by the City. If the Commission decides to move forward with this project, staff would recommend that the Commission remove these lots from consideration of those being sold and ask the City Manager to work with Save our Shotguns to develop an agreement for the Board's consideration in October.

SAVE OUR SHOTGUNS APALACHICOLA, INC

a non-profit 501(c)3 working to preserve historic structures and to create affordable housing

YOU CAN OWN THIS HOUSE, IF



151 Willie B. Speed Blvd (13th Street)

- you earn less than $50,000 annually
- you have lived or worked in Apalachicola for the last year OR you are teaching in a Franklin County school
- you don't already own a home

We invite you to contact **Melanie Williams,**

NMLS #775110, Vice President-Branch Manager

at Peoples South Bank, 58 4th St., Apalachicola

850-653-9828

for help in pre-qualifying for a mortgage for*

this energy-efficient, turn-key home

Member FDIC

**Mortgage restrictions will apply*

All eligible buyers will have an equal opportunity to purchase this home

House Built & Offered by SAVE OUR SHOTGUNS

www.saveourshotguns.org

HOUSE COSTS

Land	$14,700
Clearing land	4,316
Footers/piers materials	4,969
Footers/piers labor	2,800
Frame materials	12,443
Frame	1,804
Frame/exterior finish	8,500
Plumbing	4,800
Wiring	5,500
HVAC	5,000
Foam	3,100
Sheetrock materials	1,046
Sheetrock labor	1,656
Roof labor	2,000
Roof materials	2,554
Floor materials	2,716
Floor labor	1,200
Int .trim & doors labor	1,947
Int. trim & doors mat'ls	1,626
Ext. windows & doors	3,472
Cabinets materials	500
Paint & labor	6,000
Frame/exterior finish	1,359
Exterior doors	997
Tile	800
Gravel	300
Appliances	1,989
Porta-john	1,000
Water/sewer hook-up	3,200
Gas	200
Duke hook-up	348
Duke power bill	800
Energy form	200
Builder's risk	466
Real estate tax	381
Bank loan fee	788
Permits	200
Miscellaneous	3,000
(In-kind labor 800 hours @ $25/hr)	($20,000)
Land & Construction Total	**$108,677**
Closing costs	+6,500
Total	**$115,177**
SOS 10% fee	+11,518
TOTAL	**$126,695**
Escambia/SHIP (?)	-7,500
Buyer's mortgage amount	**$119,195**
5% Mortgage payment/month	**$ 640**
(Taxes & insurance to be determined)	

Subject: Fw: CMA for 151 13th Street

From: Peter and Pam (stoneoak2003@yahoo.com)

To: stoneoak2003@yahoo.com;

Date: Thursday, August 23, 2018 12:40 PM

WOWEE!

The adjusted price of the new shotgun came to $178,300 when compared to these three recent sales of similar square footage!
I made adjustments for size, condition, location, bedrooms/baths.

260901 - Details: 110 6TH ST, APALACHICOLA, FL - $219,000
258950 - Details: 112 14TH ST, APALACHICOLA, FL - $210,000
260715 - Details: 74 AVENUE K, APALACHICOLA, FL - $130,000

Don't hesitate to ask if I can help with anything else! I love watching this cutie come to life!

Shelley

Shelley Shepard, Realtor®
Thompson Shepard Bassett Team
Berkshire Hathaway HomeServices, BPFLA
140 1st Street West
St. George Island FL 32328
Cell: 850-653-6621
Ofc: 850-927-6000
sshepard@stgeorgeislandrealestate.com
team.beachpropertiesfla.com
BHHS-Logo-FL215

Attachments

- image001.png (4.93KB)
- image001.png (4.93KB)

EXPLANATION OF REPURCHASE OPTION AGREEMENT

The influx of tourists, new families in Apalachicola and other factors has put purchased and rental housing out of reach for many working families. Save Our Shotguns (SOS) was created as part of a broader effort to both build new and restore existing affordable housing in our town.

SOS's initial focus will be on providing significant subsidies to make new, energy-efficient, compact-footprint housing affordable. We work with local banks to find cost-effective mortgages for our subsidized homes. Then, we establish legal structures at the time of purchase to assure that these homes stay available to low- and moderate-income families for the next ten years.

Our principle means of keeping SOS housing available to families of more limited means is to couple the sale of this property with a repurchase option agreement. This is designed to keep new owners from "flipping" properties for quick profits in an overheated market and from harvesting high-priced rental income from subsidized housing. This also creates a pathway to fully-vested ownership in ten years.

The main features of SOS's option agreement are as follows:

- SOS will conduct a drawing to select a qualified owner to buy the new SOS shotgun house in Apalachicola at substantially below market value
- In exchange for the substantial subsidy, the new owner will agree – by means of a repurchase option agreement – to notify SOS or its designee in the event of any offer to purchase or lease the property during the first ten years of ownership
- During that term, on the occurrence of any triggering event (sale, lease, etc), prior to sale or lease, SOS will have the option to repurchase the property at an agreed price
- At the end of the ten year term, the option will expire and SOS will lose the right to repurchase
- During the term of the option agreement, SOSs right to repurchase will be at the following prices:
    - Months 1-36: initial purchase price plus the value of any capital improvements over $2,500
    - Months36-60: initial purchase price plus 40% of any appreciation over the initial purchase price plus the value of any capital improvements over $2,500
    - Months 60-72: initial purchase price plus 50% of any appreciation over the initial purchase price plus the value of any capital improvements over $2,500
    - Months 72-84: initial purchase price plus 60% of any appreciation over the initial purchase price plus the value of any capital improvements over $2,500
    - Months 84-96: initial purchase price plus 70% of any appreciation over the initial purchase price plus the value of any capital improvements over $2,500
    - Months 96-108: initial purchase price plus 80% of any appreciation over the initial purchase price plus the value of any capital improvements over $2,500

    - Months 108-120: initial purchase price plus 90% of any appreciation over the initial purchase price plus the value of any capital improvements over $2,500
- Exceptions to SOS's option rights include transfers on death, through divorce, into a trust where the owner is the beneficiary, or on certain qualifying leases, and in the event of a bank foreclosure
- If an owner does wish to sell and has a willing buyer, it is possible to buy out SOS's repurchase option right as part of a closing. Money SOS receives as part of that closing will be devoted to expanding the base of affordable housing
- SOS will always assure that the lending bank's first mortgage is paid as part of the exercise of its repurchase option
- Owners are required to keep their property in good condition, to provide appropriate insurance and to avoid any liens on the property

At the end of the repurchase option term, owners will be able to sell or lease their property without any restrictions.

This information can also be found at the SOS website: www.saveourshotguns.org

The Board of Save Our Shotguns Apalachicola
Creighton Brown, Holly Brown, Peter Gallant and Pam Richardson

OPTION CONTRACT

THIS OPTION CONTRACT (the "Contract") is entered on _____, 2018 by and between _____**[Insert Owner's Name]** (whether one or more person, hereinafter referred to as **"Owner"**) and **Save Our Shotguns Apalachicola, Inc.,** a Florida not-for-profit corporation, whose address is 246 7th Street, Apalachicola, Florida 32320 (hereinafter referred to as **" SOS"**).

RECITALS

WHEREAS SOS is a 501(c)(3) organization whose purpose is to provide affordable housing and to maintain a pool of affordable housing in the area of Apalachicola, Florida, historically referred to as "The Hill;" and

WHEREAS Owner purchased certain improved real property located in Franklin County, Florida more particularly described on Schedule A attached hereto and incorporated herein which has the address of 151 13th Street, Apalachicola, Florida 32320 (the "Property") from SOS at a substantially reduced price in order to benefit Owner in obtaining affordable housing and to benefit SOS in pursuing its mission; and

WHEREAS Owner now owns the Property; and

WHEREAS Owner granted a first mortgage of even date herewith in the amount of _____**[Insert amount of the First Mortgage]** to _____ **[Insert First Lienholder Name]** secured by the Property (the "First Mortgage").

NOW, THEREFORE, in exchange of good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and the mutual covenants herein contained, Owner hereby grants to SOS an option to purchase the Property on the following terms and conditions:

1. **PRICE.** At such time as Owner desires to sell the Property, Owner shall give written notice to SOS. Within ninety (90) days of receipt of Owner's notice by SOS, SOS shall have the right to purchase fee title to the Property and all improvements, at the following scheduled price:
    (a) If Owner notifies SOS on or before 36 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner.
    (b) If Owner notifies SOS between 36 months and 60 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner, plus the value of any capital improvements (as defined below), plus 40% of appreciation (as defined below).
    (c) If Owner notifies SOS between 60 months and 72 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner, plus the value of any capital improvements (as defined below), plus 50% of appreciation (as defined below).

(d) If Owner notifies SOS between 72 months and 84 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner, plus the value of any capital improvements (as defined below), plus 60% of appreciation (as defined below).

(e) If Owner notifies SOS between 84 months and 96 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner, plus the value of any capital improvements (as defined below), plus 70% of appreciation (as defined below).

(f) If Owner notifies SOS between 96 months and 108 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner, plus the value of any capital improvements (as defined below), plus 80% of appreciation (as defined below).

(g) If Owner notifies SOS between 108 months and 120 months of the date of this agreement, then the purchase price shall be the same purchase price as paid by Owner, plus the value of any capital improvements (as defined below), plus 90% of appreciation (as defined below).

i. **Definition of Appreciation**. The parties agree that the market value of the property at the time of the purchase by Owner is $_____. Appreciation shall be determined based on the appraised value at the time of the exercise of the option by SOS less the market value of the Property at the date the option, less Capital Improvements as defined below.

ii. **Definition of Capital Improvements**. "Capital Improvements" shall mean seventy-five percent (75%) of the cumulative sum expended by the Owner on completed capital improvement projects that significantly changed and enhanced the value of the Property, excluding Owner labor, in which the cumulative amount expended for each type of improvement project is in excess of two thousand five hundred dollars ($2,500) and provided such amounts expended are supported by contractor invoices and/or receipts.

2. **Exercise of Option.** If SOS chooses to exercise this option, then SOS shall notify Owner within 30 days of the receipt of the notice from Owner of Owner's intent to sell.

3. **Closing**. Closing for the purchase shall take place within (60) days of SOS giving written notice to Owner of its intent to exercise this Option.

4. **Title**. At Closing, Owner shall convey the Property to SOS, by standard Warranty Deed, with good and indefeasible marketable title in fee simple free and clear of all liens, encumbrances, conditions, easements, restrictions or other conditions.

5. **Payment of Purchase Price**. SOS shall pay the entire Purchase Price, in cash or its equivalent, at closing. The first mortgage and all liens shall be satisfied from the purchase price.
6. **Closing Costs**. The parties agree to apportion Closing costs based on standard real estate sales and purchase agreements in the State of Florida, including the proration of property taxes. Definition of Settlement Costs. Closing costs consist of state transfer tax stamps, recording fees, title insurance, title closing agent fees, document preparation costs.

7. **Option Term**. This option contract expires 120 months after the date of this contract.
8. **Exceptions to SOS Option Right.** SOS shall not have the right to exercise this option to purchase under the following circumstances:

   (a) a transfer by devise, descent, or operation of law on the death of Owner;

   (b) Owner's granting of a leasehold interest of from one (1) year up to three (3) years, where such leasehold interest does not contain an option to purchase, and where the monthly rent therefor does not exceed 125% of the monthly First Mortgage payment;

   (c) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Owner becomes an owner of the property; or

   (d) a transfer into an inter vivos trust in which the Owner is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.

   (e) Foreclosure by a lienholder superior in rights to SOS.

9. **Owner's Duty to Maintain Clear Title**. Owner shall promptly discharge any lien which has priority over this Option, except for the lien of the first mortgage. If SOS determines that any part of the Property is subject to a lien that may attain priority over this Option or be subordinate to this Option, SOS may give Owner a notice identifying the lien. Owner shall satisfy the lien ten (10) days of the giving of notice. If Owner shall fail to satisfy the lien within ten (10) days after notice, then SOS may choose to satisfy the lien and assume the lienholder's position against the title.
10. **Fire, Flood and Other Hazard Insurance.** Owner shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, and flood. In the event of loss, Owner shall give SOS immediate notice by mail.
11. **Maintenance and Protection of Property**. Owner shall not commit, or permit, any waste on, destruction to, or damage to the Property. Owner shall not allow

the Property to deteriorate, reasonable wear and tear excepted. Owner shall, at all times, maintain the Property. Owner shall comply with all applicable Federal, state, and local statutes, ordinances, codes, regulations, requirements, and restrictive covenants, if any, upon the use of the Property. Owner shall, to the satisfaction of SOS, promptly repair or replace any of the Property damaged by fire or other casualty. SOS and its representatives shall have the right to inspect the Property from time to time at any reasonable hour.

12. **Occupancy, Preservation, Maintenance and Protection of the Property.** Owner shall occupy, establish, and use the Property as Owner's principal residence and shall continue to occupy the Property as Owner's principal residence unless SOS determines that requirement will cause undue hardship for Owner or unless extenuating circumstances exist which are beyond Owner's control. Owner shall notify SOS of any extenuating circumstances. SOS may *inspect the Property if the Property is vacant or abandoned. SOS may take* reasonable action to protect and preserve such vacant or abandoned property.
13. **Successors and Assigns Bound**. The covenants and agreements of this Option shall bind and benefit the successors and assigns of Owner and SOS. The covenants and agreements of Owner under this Contract are not assignable without the prior express written consent of SOS. Owner's covenants and agreements shall be joint and several.
14. **Modifications**. This Option shall not be modified, amended, changed, discharged, or terminated orally. This Option may only be modified, amended, changed, discharged, or terminated by an agreement in writing signed by all parties.
15. **Notices.** Any notice to Owner provided shall be given by delivering it or by mailing it by first class mail. The notice shall be directed to the Property Address or any other address Owner designates by notice to SOS. Any notice to SOS shall be given by first class mail to SOS's address stated herein or any address SOS designates by notice to Owner. Any notice provided for in this OPTION shall be deemed to have been given to Owner or SOS when given as provided in this paragraph.
16. **Governing Law; Severability; Venue**. This Option shall be governed by Florida law. In the event that any provision or clause of this Option conflicts with applicable law, such conflict shall not affect other provisions of this Option which can be given effect without the conflicting provision. To this end the provisions of this Option are declared to be severable. Venue shall lie exclusively in the Circuit Court in Franklin County, Florida.
17. **Copy of Option**. Owner acknowledges that he/she has received a true copy of this Option, read this Option, and executed this Option, as of the date at the top of the first page.
18. **Hazardous Substances**. Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Owner shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of

Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Owner shall promptly give SOS written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Owner has actual knowledge. If Owner learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph "Environmental Law" means Federal law and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. **Authority to Execute**. The Owner executing this option represents that he/she has full power, authority and legal right to execute and deliver this option.

BY SIGNING BELOW, Owner accepts and agrees under seal to the terms contained in this Option Contract.

Witnesses: OWNER:

_____ By:_____(SEAL)

Name:_____

_____ By:_____(SEAL)

Name:_____

State of Florida)
) ss.:
County of Franklin)

On this _____day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Florida, personally appeared - _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Block 81, Lot 8, 151 13th Street, Apalachicola, Florida 32320
Parcel ID 01-09S-08W-8330-0081-0080

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Pumpkin Patch at Riverfront Park hosted by Living Waters Assembly of God

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	E
Department:	Administration
Contact:	Jayme Martina/Scotty Lolley
Presenter:	Jayme Martina/Scotty Lolley

BRIEF SUMMARY: Living Waters Assembly of God is asking permission to use Riverfront Park to host a Pumpkin Patch from October 17th to October 31st. This will be manned by 1-2 individuals during the hours of 11 a.m. to 8 p.m. Monday through Saturday and Noon to 5 p.m. on Sundays. While not manned, it will be roped off with signs of the hours. The purpose of the Pumpkin Patch is to raise funds to benefit the church, to serve the community with a place to buy pumpkins, take pictures with family, and to share the love of Jesus.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Use of Riverfront Park for the Pumpkin Patch from October 17th to October 31st by Living Waters Assembly of God and Waive the Rental Fee.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Pumpkin Patch sample photo and completed facility rental and hold harmless agreements.

STAFF'S COMMENTS AND RECOMMENDATIONS: An exception to City policy exists to allow non-profits use of City parks for fundraising activities with approval of City Commission. While not specifically mentioned in the proposal, we are making the assumption that they would like the Commission to waive the rental fee for the park, so we have included this into the suggested motion. Fundraising events similar to this has been allowed by the Commission in the past.

CITY OF APALACHICOLA
FACILITY/PROPERTY RENTAL AGREEMENT

Property Requested: ☐ Community Center ☐ History, Culture Arts (Cotton Warehouse) ☒ River Front Park

☐ Holy Family ☐ 6th Street Rec ☐ Lafayette Park ☐ Community Center

INDIVIDUAL/ORGANIZATION NAME: Living Waters Assembly of God

( ) INDIVIDUAL/GROUP ( ) NON-PROFIT ( ) GOVERNMENTAL ENTITY

MAILING ADDRESS: 1580 Bluff Road, Apalachicola, FL 32320

POINT OF CONTACT: Jayme Martina

PHONE NUMBER: 850.370.0899

EMAIL: jmartina-06@hotmail.com

PURPOSE OF RENTAL: Pumkin Patch

DATE(S) REQUESTED: October 17th - October 31st

APPLICANT SIGNATURE: _____ TODAY'S DATE: 8/29/18

Received By: _____ Date Received: _____

RENTAL AGREEMENT MUST BE COMPLETED AND RETURNED TO CITY HALL, 1 AVENUE E, PRIOR TO EVENT.

ALL FEES MUST BE PAID IN FULL PRIOR TO OBTAINING KEY TO FACILITY. KEY MUST BE RETURNED TO CITY HALL, 1 AVENUE E, ON THE FOLLOWING BUSINESS DAY. KEY MAY BE DROPPED IN PAYMENT BOX LOCATED ON WATER STREET ON SIDE OF CITY HALL. FAILURE TO RETURN KEY WILL PREVENT DEPOSIT FROM BEING REFUNDED.

NO FEE MAY BE CHARGED FOR ENTRANCE. NO FEE MAY BE CHARGED FOR FOOD OR ITEMS.

IF THERE IS A PROBLEM WITH FACILITY AFTER OFFICE HOURS, NOTIFY CITY ADMINISTRATOR AT 850-653-7279 IMMEDIATELY.

CONTRACT
HOLD HARMLESS AGREEMENT
RELEASE AND IDEMNITY AGREEMENT

IN CONSIDERATION FOR Living Waters Assembly of God hereafter known as the User, to use the premises of Riverfront Park, located in the City of Apalachicola on October 17- 31st 20 18. The User does hereby specifically agree to and do release, hold harmless and indemnity the City of Apalachicola, their employees, officers, agents or assigns from any claim for injury to persons and property incurred while the User is occupying the said premises, whether injury is claimed to be as a result of alleged negligence in the design, construction or maintenance of said property.

The User specifically understands and agrees that this release, hold harmless and indemnity agreement in favor of the City of Apalachicola includes and covers property damage, medical expenses, loss of wages or income, pain and suffering, loss of abilities and other past, present, or future damage or claim for compensation or reimbursement whether tangible or intangible.

And that the User further specifically agrees to defend and indemnify the City of Apalachicola for any and all monies paid including legal fees and costs incurred, in the defense of any claim or suit brought against the City of Apalachicola as the results of the use of premises by the User on said date.

FURTHERMORE, the User agrees to be responsible for any and all set-up and clean-up which may need to be required prior to and after use of said premises. Also, the User agrees to repair, replace or reimburse the City of Apalachicola for damages to said premises which may occur while User is occupying premises on date previously mentioned.

Signed this 29th day of August, 20 18

User of Representative Thereof

Address: _____

Witness: _____

CITY OF APALACHICOLA
RENTAL RULES & GUIDELINES

Fund Raising Events are Prohibited – Any exception must be approved by the City Commission or its Designee

Alcoholic beverages or illegal substances are NOT ALLOWED on premises

Smoking or use of tobacco in any form is NOT ALLOWED on premises

Reserving party or parties will be responsible for set up, clean up, and return of the facility key

NO TAPE, STAPLES, HOOKS, TACKS, OR NAILS OF ANY KIND ARE TO BE USED ON ANY WALLS OR DOORS – DEPOSIT WILL NOT BE REFUNDED IF THERE IS ANY INDICATION THAT THESE ITEMS HAVE BEEN ATTACHED TO THE WALLS OR DOORS

Facility must be cleaned and locked by 11:00 PM unless prior approval by the City Commission or its Designee

Deposit will only be refunded if facility is left clean and key returned to City Hall by the following business day. If for any reason the key cannot be returned in person, key must be dropped in the payment drop box which is located on the Water Street side of City Hall.

A complete inspection of the premises will be conducted on the following business day after the scheduled event.

I have completely read, understand, and agree with the rules and guidelines as outlined above.

Responsible Party

8/29/18
Date

APALACHICOLA CITY COMMISSION
REQUEST FOR BOARD ACTION
Meeting Date: September 4, 2018

SUBJECT: Employment Agreement – Ronald W. Nalley, City Manager

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	F
Department:	Administration
Contact:	Pat Floyd, City Attorney/Ron Nalley, City Manager
Presenter:	Pat Floyd, City Attorney/Ron Nalley, City Manager

BRIEF SUMMARY: During the August meeting, the Commission requested that the City Attorney and new City Manager develop an Employment Agreement for their consideration at the September meeting. The Employment Agreement outlines the terms and conditions of employment for Mr. Nalley, the new City Manager.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Approve the Employment Agreement between Ronald W. Nalley and the City of Apalachicola and Authorize the Mayor to Sign the Agreement.

FUNDING SOURCE: Salaries and Benefits – Administration – General Fund

ATTACHMENTS: Employment Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: Mr. Floyd and I will be available at the meeting to answer any questions or address any concerns you may have with the employment agreement.

CITY MANAGER – RONALD W. NALLEY
City of Apalachicola
Employment Agreement

THIS EMPLOYMENT AGREEMENT is entered into effective September ___, 2018, by and between the City of Apalachicola, Florida (hereinafter called "City") a municipal corporation and Ronald W. Nalley (hereinafter called "Nalley") a resident of Franklin County, Florida.

1. **Employment.** The City hereby employs Nalley and Nalley hereby accepts such employment upon the terms and conditions set forth in this Agreement.

2. **Term.** The term of this Agreement shall begin August 8, 2018, and shall continue for one (1) year until August 7, 2019 and thereafter until terminated by the City or by Nalley as provided in Section 13 of this Agreement.

3. **Duties.** City hereby employs Nalley as City Manager to perform the functions and duties specified in the Florida General Statutes, the City of Apalachicola Charter and such other duties as shall be prescribed by the City Council from time to time.

   a. The parties acknowledge and agree that, as a supervisory and management employee, Nalley is not and is not considered to be a "nonexempt employee" and is not entitled to benefits of any provisions of the Federal Fair Labor Standards Act or as an "Employee" under Florida Statutes Chapter 448 , as amended from time to time.

4. **Compensation.** For all services rendered by Nalley under this Agreement, the City shall pay Nalley a salary of $65,000 annually. Said salary shall be paid in accordance with the regular pay procedures of the city of Apalachicola. In addition, the City agrees that at the end of a one year period, Nalley shall be eligible for an annual salary review by City Council. Thereafter, Nalley will be eligible for cost of living adjustments in the same manner as other City employees. City Council shall review the compensation of Nalley annually during an evaluation of Nalley's performance as provided for in Section 12 of this Agreement and may make increases as warranted thereby in the opinion of City Council. The salary may not be reduced except in the case of disciplinary action or in the same manner as for all other City employees. The parties agree that this Agreement shall be automatically amended to reflect any salary adjustments that are provided by the City's compensation policies.

5. **Insurance Benefits.** The City provides group health, hospitalization, dental, life, and vision for its employees. In addition, the City provides unemployment and workers compensation for active employees. Nalley shall be eligible for all such insurance coverage in accordance with the terms set out for other City employees which may be amended from time to time.

6. **Vacation, Sick Leave and other Leaves of Absence.** Nalley shall be entitled to leaves of absence for holidays, vacation, sickness, and other reasons as set out for other City employees. It is also agreed that the City will calculate Nalley's service longevity for the purpose of accumulated balances using service of 26 years.

7. **Retirement.** Nalley shall be entitled to the same retirement benefits as other City employees which may be amended from time to time.

8. **Automobile/Mileage Reimbursement.** At the present time, City does not have a vehicle available specifically to the City Manager for use necessary in the performance of his duties. In addition to other salary and benefits herein provided and in lieu of providing such vehicle, the City shall reimburse Nalley for mileage at the current per diem rate established by the Internal Revenue Service for travel necessitated by and for City business outside city limits of Apalachicola.

9. **Cell Phone.** The City will provide an allowance of $35.00 per month.

10. **Professional Dues and Subscriptions.** The City agrees that appropriations will be made in the annual budget to pay the professional dues and subscriptions of Nalley in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation and growth and for the good of the City. Any expense over and above what is appropriated in the budget must be approved by City Commission.

11. **Professional Development.** The city agrees that appropriations will be made in the annual budget to pay the travel and subsistence expense of Nalley for professional and official travel, meetings and occasions adequate to continue the professional development of Nalley, including, but not limited to meetings of the League of Cities, the Florida City/County Management Association, the International City/County Managers Association and such other national, regional, state and local governmental groups and committee meetings as may be mutually agreed to by the City and Nalley. In addition, the City will consider budget appropriations for the travel and subsistence expenses of Nalley for short courses, institutes and seminars that are necessary for his professional development and for the good of the City. Any expenses over and above what is appropriated in the budget must be approved by City Commission.

12. **Performance Evaluations.** City Commission shall review and evaluate the performance of Nalley at least once annually. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and Nalley. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with Nalley. Further, City Commission shall provide Nalley with a written summary statement of the

findings of that body and provide an adequate opportunity for Nalley to discuss his evaluation with the Commission.

13. **Termination and Severance Pay.** Notwithstanding anything in this Agreement to the contrary, the City has the right to terminate the services of Nalley at any time subject only to the provisions set forth in this Agreement and subject to the procedures set forth in the City Charter for such termination.

    A. The City shall have the right, at any time, to terminate the employment of Nalley by an affirmative vote of City Council duly recorded in a regular or special meeting, even though Nalley is willing and able to perform the duties of City Manager.

    B. After the first one year term of this Agreement per section (paragraph #2) Nalley shall have the right to resign his position voluntarily with the City provided that Nalley shall give the City at least ninety (90) days prior written notice.

    C. Termination shall also occur when:

        1. The Town reduces the salary of Nalley, unless it is applied in no greater percentage than the average reduction of all department heads; or

        2. Nalley resigns following a request by the City Commission or a representative of a majority of the City Commission, whether formal or informal, that he resigns.

In the event employment is terminated in accordance with paragraph 13A or paragraph 13C above, the Town shall pay a severance payment at Nalley's then current rate of salary for a period of six (6) months from the date of termination, unless Nalley's employment is terminated for any one or more of the following reasons:

1. Evidence of any crime or illegal act by Nalley (other than a misdemeanor traffic violation) or act of employee misconduct which would be considered as a violation of personnel policies of the City.

2. Nalley's willful refusal to carry out the job duties of the City Manager;

3. Nalley's dismissal in accordance with the provisions of Florida General Statutes and the City of Apalachicola Charter;

4. Nalley's termination in accordance with the provisions of the Alcohol and Drug Policy set forth for all employees of the City, as it may be amended from time to time;

5. Nalley's refusal to enforce the City Ordinances approved by City Council; or

6. Nalley's gross neglect of the duties of the office of City Manager.

7. Misrepresentation of the information/material submitted or provided by Nalley in the application for or interview process of the securing of this position.

14. **Outside Activities.** The employment provided for by this Agreement shall be Nalley's sole employment. In particular (but without limitation) he shall not qualify for or occupy any other appointed or elected governmental office with or without compensation without prior written consent of the City. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Nalley may (as approved by the City Commission in its sole discretion) elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement (as approved by the City Commission in its sole discretion.

15. **Moving and Relocation.** Nalley agrees to establish residence within Franklin County within 6 months of employment, and to establish residence within Apalachicola within 2 years of employment, and thereafter maintain residence within the Apalachicola City Limits.

16. **Other Terms and Conditions of Employment.** The City, only upon agreement with Nalley, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Nalley, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Apalachicola Charter or any other law.

17. **Indemnification.** Beyond that required under Federal, State, or Local Law, City shall defend, save harmless and indemnify Nalley against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Nalley's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved grossly negligent, willful or wanton or intentional conduct. The City may request and the City shall not unreasonably refuse to provide independent legal representation at City's expense and City may not unreasonably withhold approval. Legal representation,

provided by City for Nalley, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Nalley in connection with or resulting from any claim, action, suit, or proceedings, actual or threatened, arising out of or in connection with the performance of his or her duties so long as the same did not and does not involve gross negligence, willful or wanton or intentional conduct, acts or omissions on the part of Nalley. Any settlement of any claim must be made with prior approval of the City in order for indemnifications, as provided in this Section, to be available. Nalley recognizes that City shall have the right to compromise and unless Nalley is a party to the suit which Nalley shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Nalley. Further City agrees to pay all reasonable litigation expenses of Nalley throughout the pendency of any litigation to which Nalley is a party, witness or advisor to the City except as set forth above where the actions or omissions of Nalley involve gross negligence, willful or wanton or intentional conduct. Such expense payments shall continue beyond Nalley's service to the City as long as litigation is pending. Further, after Nalley's employment ends, City agrees to pay Nalley reasonable consulting fees and travel expenses when Nalley serves as a witness, advisor or consultant to City regarding pending litigation.

18. **Bonding.** City shall bear the full cost of any fidelity or other bonds required of Nalley under any law or ordinance.

19. **General Provisions.**

Except as specifically addressed and modified in this Agreement, the terms of the Apalachicola Charter or any other laws apply to Nalley.

Integration. This Agreement sets forth and establishes the entire understanding between the City and Nalley relating to the employment of Nalley by the City. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provisions. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

This employment agreement is contingent upon receipt of Nalley's signature at the bottom of this agreement indicating acceptance of the position, satisfactory completion of probationary period and satisfactory completion of pre-hire drug screening. If any of these conditions are not met, this offer may be revoked or employment terminated.

This Agreement sets forth the conditions of employment of Ronald W. Nalley as the City Manager of the City of Apalachicola, Florida.

The foregoing Employment Agreement between the City of Apalachicola, Florida, the Employer, and Ronald W. Nalley, the Employee, is hereby acknowledged and endorsed by the Apalachicola City Council, Apalachicola, Florida.

CITY OF APALACHICOLA

By: _____
Van Johnson, Mayor

ATTEST:

_____
Deborah Guillotte, City Clerk

(City Seal)

AGREED AND ACCEPTED this the _____ day of August, 2018.

_____
Ronald W. Nalley

September 2018

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3 City Offices Closed Labor Day	4 City Commission RM – 6:00 PM	5	6	7	8
9	10 Planning & Zoning QJ – 5:00 PM RM – 6:00 PM	11 City Commission PH & SM – 6:00 PM	12	13 CRA – WS & RM 6:00 PM	14	15
16	17	18 Tree Committee 3:00 PM	19	20 Recreation Committee – 6:00 PM	21	22
23	24	25 City Commission PH & SM – 6:00 PM	26	27	28	29
30						

ALL MEETINGS ARE HELD AT THE APALACHICOLA COMMUNITY CENTER, #1 BAY AVENUE, UNLESS OTHERWISE STATED

RM – REGULAR MEETING SM – SPECIAL MEETING PH – PUBLIC HEARING QJ – QUASI-JUDICIAL WS - WORKSHOP