

**SPECIAL MEETING & WORKSHOP
CITY COMMISSION
CITY OF APALACHICOLA, FLORIDA
TUESDAY, AUGUST 16, 2016 - 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 three minute time limit.

- I. **SPECIAL MEETING**
 - 1. **Independent Consultant Agreement - Regarding BTW Services, Inc.**

- II. **WORKSHOP - FY 16/17 BUDGET WORKSHOP**

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.

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
GENERAL FUND REVENUES	9.3543	TENT. ADOPTED	SAME MILLAGE	ROLLED BACK RATE
	MILLS	10.0000 MILLS	9.3543	9.1089
AD VALOREM TAX - 95%	1,139,410.00	1,283,878.00	1,200,978.00	1,169,472.00
1/2 CENT SALES TAX	150,000.00	150,000.00	150,000.00	150,000.00
MOBILE HOME LICENSE TAX	50.00	45.00	45.00	45.00
ALCOHOLIC BEVERAGE TAX	2,100.00	3,600.00	3,600.00	3,600.00
UTILITY FRANCHISE	150,000.00	130,000.00	130,000.00	130,000.00
LOCAL COMMUNICATIONS TAX	63,000.00	63,000.00	63,000.00	63,000.00
UTILITY TAX	97,000.00	97,000.00	97,000.00	97,000.00
OCCUPATIONAL LICENSE TAX	25,000.00	25,000.00	25,000.00	25,000.00
GOLF CART PERMITS	3,500.00	4,200.00	4,200.00	4,200.00
SPECIAL EXCEPTION/VARIANCE FEE	1,500.00	10,000.00	10,000.00	10,000.00
STATE REVENUE SHARING	91,000.00	91,000.00	91,000.00	91,000.00
FINES & FORFEITURES	4,000.00	4,000.00	4,000.00	4,000.00
CEMETERY LOTS & OPENINGS	23,000.00	15,000.00	15,000.00	15,000.00
PROPERTY RENT	10,000.00	8,000.00	8,000.00	8,000.00
MISCELLANEOUS	1,500.00	3,000.00	3,000.00	3,000.00
ADMIN - ENTERPRISE FUND	120,000.00	105,000.00	105,000.00	105,000.00
ADMIN - PROJECT IMPACT	7,000.00	6,400.00	6,400.00	6,400.00
BUILDING PERMIT FEES	8,500.00	13,500.00	13,500.00	13,500.00
TREE APPLICATION FEES		2,000.00	2,000.00	2,000.00
TRANSFER FROM LIBRARY	4,800.00	4,800.00	4,800.00	4,800.00
TOTAL GENERAL-FUND REVENUES	1,901,360.00	2,019,423.00	1,936,523.00	1,905,017.00

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
GENERAL FUND REVENUES		TENT. ADOPTED	SAME MILLAGE	ROLLED BACK RATE
	9.3543	10.0000 MILLS	9.3543	9.1089
MILLS				
RESTRICTED REVENUES				
LOCAL OPTION GAS TAX	51,000.00	51,000.00	51,000.00	51,000.00
COUNTY FIRE PROTECTION - MSBU	44,000.00	44,000.00	44,000.00	44,000.00
TOTAL RESTRICTED REVENUES	95,000.00	95,000.00	95,000.00	95,000.00
TOTAL GEN FUND & REST. REVENUES	1,996,360.00	2,114,423.00	2,031,523.00	2,000,017.00
CASH FORWARD				
LOGT - RESTRICTED	75,000.00	75,000.00	75,000.00	75,000.00
MSBU - RESTRICTED	19,000.00	10,000.00	10,000.00	10,000.00
GENERAL FUND	320,000.00	320,000.00	320,000.00	320,000.00
TOTAL CASH FORWARD	414,000.00	405,000.00	405,000.00	405,000.00

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
GENERAL FUND EXPENDITURES				
GENERAL OPERATIONS	9.3543 MILLS	TENT. ADOPTED 10.0000 MILLS	SAME MILLAGE 9.3543	ROLLED BACK RATE 9.1089
SALARIES	320,810.00	249,460.00	249,460.00	249,460.00
OVERTIME SALARY	1,000.00	1,000.00	1,000.00	1,000.00
SOCIAL SECURITY	24,620.00	19,160.00	19,160.00	19,160.00
RETIREMENT	24,520.00	18,650.00	18,650.00	18,650.00
GROUP INSURANCE	50,383.00	54,625.00	54,625.00	54,625.00
PROFESSIONAL/LEGAL	80,000.00	80,000.00	80,000.00	80,000.00
TRAVEL - FL VS GA SUPREME COURT TRIAL		10,000.00	10,000.00	10,000.00
PLANNING CONTRACT SERVICES		26,400.00	26,400.00	26,400.00
GRANT CONTRACT SERVICES		7,200.00	7,200.00	7,200.00
BUILDING INSPECTOR CONTRACT SERVICES		10,000.00	10,000.00	10,000.00
COMMUNICATIONS	14,000.00	14,000.00	14,000.00	14,000.00
TRAVEL/TRAINING	5,000.00	3,000.00	3,000.00	3,000.00
GAS	4,000.00	2,000.00	2,000.00	2,000.00
REPAIRS & MAINTENANCE	4,000.00	4,000.00	4,000.00	4,000.00
SUPPLIES	12,000.00	12,000.00	12,000.00	12,000.00
EQUIPMENT	3,000.00	3,000.00	3,000.00	3,000.00
UTILITIES	10,000.00	6,000.00	6,000.00	6,000.00
UNIFORMS	1,000.00	-	-	-
DUES & FEES	1,600.00	1,800.00	1,800.00	1,800.00
COPIER/POSTAGE RENTAL	5,000.00	5,000.00	5,000.00	5,000.00
AUDITING	22,000.00	23,000.00	23,000.00	23,000.00
LIABILITY/PROPERTY/WC INSURANCE	28,000.00	6,000.00	6,000.00	6,000.00
ADVERTISING	3,000.00	6,000.00	6,000.00	6,000.00
LINE OF CREDIT PAYMENT	6,000.00	3,000.00	3,000.00	3,000.00
ELECTION EXPENSE	-	4,000.00	4,000.00	4,000.00
IT SERVICES	3,600.00	1,800.00	1,800.00	1,800.00
SENIOR SERVICES PROGRAM		6,000.00	6,000.00	6,000.00
FIREWORKS		14,500.00	14,500.00	14,500.00
TOTAL GENERAL OPERATIONS EXPENSES	623,533.00	591,595.00	591,595.00	591,595.00

6 hrs/month @ 25/hr
 County Funds Withdrawn
 Main Street Request

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
GENERAL FUND EXPENDITURES	9.3543	TENT. ADOPTED	SAME MILLAGE	ROLLED BACK RATE
POLICE DEPARTMENT	MILLS	10.0000 MILLS	9.3543	9.1089
SALARIES	289,344.00	292,495.00	292,495.00	292,495.00
OVERTIME SALARY	36,000.00	36,000.00	36,000.00	36,000.00
SOCIAL SECURITY	24,890.00	25,130.00	25,130.00	25,130.00
RETIREMENT	66,805.00	69,150.00	69,150.00	69,150.00
GROUP INSURANCE	54,476.00	56,400.00	56,400.00	56,400.00
LIABILITY/PROPERTY/WC INSURANCE	38,000.00	30,000.00	30,000.00	30,000.00
COMMUNICATIONS	18,000.00	18,000.00	18,000.00	18,000.00
REPAIRS & MAINTENANCE	9,000.00	7,500.00	7,500.00	7,500.00
TIRES	2,500.00	2,500.00	2,500.00	2,500.00
UNIFORMS	2,500.00	2,500.00	2,500.00	2,500.00
SUPPLIES	8,000.00	8,000.00	8,000.00	8,000.00
GAS	17,000.00	17,000.00	17,000.00	17,000.00
VEHICLE PAYMENT	27,000.00	27,000.00	27,000.00	27,000.00
EQUIPMENT	12,000.00	12,000.00	12,000.00	12,000.00
TRAINING	1,250.00	1,250.00	1,250.00	1,250.00
UTILITIES	2,800.00	2,800.00	2,800.00	2,800.00
STATION PAYMENT	1,500.00	1,500.00	1,500.00	1,500.00
COPIER/POSTAGE RENTAL	2,600.00	1,000.00	1,000.00	1,000.00
IT SERVICES		1,500.00	1,500.00	1,500.00
				5 hrs/month @ 25/hr
TOTAL POLICE EXPENSES	613,665.00	611,725.00	611,725.00	611,725.00

GENERAL FUND EXPENDITURES	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
FIRE DEPARTMENT	9.3543 MILLS	TENT. ADOPTED 10.0000 MILLS	SAME MILLAGE 9.3543	ROLLED BACK RATE 9.1089
VOLUNTEER COMPENSATION	14,000.00	15,000.00	15,000.00	15,000.00
COMMUNICATIONS	1,700.00	1,800.00	1,800.00	1,800.00
UTILITIES	2,800.00	2,800.00	2,800.00	2,800.00
REPAIRS & MAINTENANCE	5,000.00	5,000.00	5,000.00	5,000.00
SUPPLIES	1,500.00	1,500.00	1,500.00	1,500.00
FIRST RESPONDER EXPENSE	3,000.00	3,000.00	3,000.00	3,000.00
GAS	1,000.00	1,000.00	1,000.00	1,000.00
LIABILITY/PROPERTY/AD&D INSURANCE	22,000.00	10,300.00	10,300.00	10,300.00
EQUIPMENT	5,000.00	5,000.00	5,000.00	5,000.00
TRAINING	5,000.00	1,500.00	1,500.00	1,500.00
IT SERVICES	600.00	600.00	600.00	600.00
TOTAL FIRE EXPENSES	56,000.00	47,500.00	47,500.00	47,500.00
MSBU EXPENSES				
STATION PAYMENT	31,000.00	31,000.00	31,000.00	31,000.00
STATION PAYMENT - RESERVE FUND	3,100.00	3,100.00	3,100.00	3,100.00
FIRE TRUCK PAYMENT - 1/2 PAYMENT	15,000.00	15,000.00	15,000.00	15,000.00
TOTAL MSBU EXPENSES	49,100.00	49,100.00	49,100.00	49,100.00
TOTAL FIRE & MSBU EXPENSES	105,100.00	96,600.00	96,600.00	96,600.00

2 hrs/month @ 25/hr

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
	9.3543 MILLS	TENT. ADOPTED 10.0000 MILLS	SAME MILLAGE 9.3543	ROLLED BACK RATE 9.1089
GENERAL FUND EXPENDITURES				
PUBLIC WORKS OPERATIONS				
SALARIES	238,390.00	238,330.00	238,330.00	238,330.00
OVERTIME SALARY	8,000.00	10,000.00	10,000.00	10,000.00
SOCIAL SECURITY	18,850.00	19,000.00	19,000.00	19,000.00
RETIREMENT	17,030.00	18,675.00	18,675.00	18,675.00
GROUP INSURANCE	44,057.00	47,480.00	47,480.00	47,480.00
LIABILITY/PROPERTY/WC INSURANCE	29,000.00	31,000.00	31,000.00	31,000.00
COMMUNICATIONS	6,000.00	6,000.00	6,000.00	6,000.00
UTILITIES	65,000.00	62,000.00	62,000.00	62,000.00
REPAIRS & MAINTENANCE	10,000.00	10,000.00	10,000.00	10,000.00
TIRES	4,500.00	4,500.00	4,500.00	4,500.00
SUPPLIES	15,000.00	15,000.00	15,000.00	15,000.00
UNIFORMS	1,000.00	1,000.00	1,000.00	1,000.00
GAS	25,000.00	22,000.00	22,000.00	22,000.00
EQUIPMENT	4,000.00	4,000.00	4,000.00	4,000.00
TREE MAINTENANCE	5,000.00	5,000.00	5,000.00	5,000.00
VEHICLE PAYMENT	9,800.00	8,000.00	8,000.00	8,000.00
IT SERVICES		1,500.00	1,500.00	1,500.00
TOTAL PUBLIC WORKS EXPENSES	500,627.00	503,485.00	503,485.00	503,485.00
LOGT EXPENSES	80,500.00	80,500.00	80,500.00	80,500.00
				New - 1/2 Mini Excavator
TOTAL PUBLIC WORKS & LOGT EXPENSES	581,127.00	583,985.00	583,985.00	583,985.00

GENERAL FUND EXPENDITURES	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET	
	9.3543	TENT. ADOPTED	SAME MILLAGE	ROLLED BACK RATE	
LIBRARY	MILLS	10.0000 MILLS	9.3543	9.1089	
SALARY	24,102.00	24,102.00	24,102.00	24,102.00	
SOCIAL SECURITY	1,845.00	1,845.00	1,845.00	1,845.00	
PART TIME POSITION	10,400.00	13,000.00	13,000.00	13,000.00	25 hrs/week @10/hr
LIBRARY CLERK		8,410.00	8,410.00	8,410.00	20 hrs/week @8.08/hr
RETIREMENT	1,750.00	1,815.00	1,815.00	1,815.00	
GROUP INSURANCE	12,475.00	5,385.00	5,385.00	5,385.00	
COMMUNICATIONS	2,700.00	3,000.00	3,000.00	3,000.00	
UTILITIES	2,200.00	3,500.00	3,500.00	3,500.00	
REPAIRS & MAINTENANCE	1,500.00	1,000.00	1,000.00	1,000.00	
SUPPLIES	1,250.00	1,000.00	1,000.00	1,000.00	
AUTOMATION	1,000.00	1,000.00	1,000.00	1,000.00	
BOOKS	2,000.00	3,000.00	3,000.00	3,000.00	
LIABILITY//PROPERTY/WC		3,000.00	3,000.00	3,000.00	
IT SERVICES		600.00	600.00	600.00	2 hrs/month @ 25/hr
TOTAL LIBRARY EXPENSES	61,222.00	70,657.00	70,657.00	70,657.00	

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
	9.3543	TENT. ADOPTED	SAME MILLAGE	ROLLED BACK RATE
	MILLS	10.0000 MILLS	9.3543	9.1089
GENERAL FUND EXPENDITURES				
PARKS & RECREATION				
RECREATION PROGRAM	20,000.00	20,000.00	20,000.00	20,000.00
UTILITIES	16,500.00	9,000.00	9,000.00	9,000.00
LIABILITY/PROPERTY/WC	10,000.00	10,000.00	10,000.00	10,000.00
COMMUNICATIONS	1,500.00	1,500.00	1,500.00	1,500.00
BUILDING MAINTENANCE	13,000.00	-	-	-
PARK MAINTENANCE	10,000.00	10,000.00	10,000.00	10,000.00
JANITORIAL SERVICE	9,200.00	-	-	-
DIXIE YOUTH DONATION		5,000.00	5,000.00	5,000.00
TOTAL PARKS & RECREATION EXPENSES	68,700.00	55,500.00	55,500.00	55,500.00
FACILITIES				
Community Center, Holy Family, 6th St. Rec, High School, Gym, Field House, Public Restrooms, Raney House, HCA				
UTILITIES		24,000.00	24,000.00	24,000.00
REPAIRS & MAINTENANCE		13,000.00	13,000.00	13,000.00
JANITORIAL SERVICE		9,200.00	9,200.00	9,200.00
LIABILITY/PROPERTY INS		37,500.00	37,500.00	37,500.00
COMMUNICATIONS		4,700.00	4,700.00	4,700.00
IT SERVICES		1,500.00	1,500.00	1,500.00
				Holy Family/Community Center 5 hrs/month @ 25/hr
TOTAL FACILITIES EXPENSES		89,900.00	89,900.00	89,900.00
TOTAL GENERAL FUND EXPENSES	1,923,747.00	1,970,362.00	1,970,362.00	1,970,362.00
REVENUE/EXPENSE DIFFERENCE	(22,387.00)	49,061.00	(33,839.00)	(65,345.00)
TOTAL GENERAL FUND	1,901,360.00	2,019,423.00	1,936,523.00	1,905,017.00

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

	15/16 BUDGET	16/17 BUDGET	16/17 BUDGET	16/17 BUDGET
	9.3543	TENT. ADOPTED	SAME MILLAGE	ROLLED BACK RATE
	MILLS	10.0000 MILLS	9.3543	9.1089
RESTRICTED FUNDS				
MSBU EXPENSES	49,100.00	49,100.00	49,100.00	49,100.00
REVENUE/EXPENSE DIFFERENCE	(5,100.00)	(5,100.00)	(5,100.00)	(5,100.00)
TOTAL MSBU	44,000.00	44,000.00	44,000.00	44,000.00
LOGT EXPENSES	80,500.00	80,500.00	80,500.00	80,500.00
REVENUE/EXPENSE DIFFERENCE	(29,500.00)	(29,500.00)	(29,500.00)	(29,500.00)
TOTAL LOGT	51,000.00	51,000.00	51,000.00	51,000.00
RESERVE (CASH FORWARD & ANNUAL DIFF)				
MSBU - RESTRICTED	13,900.00	39,000.00	39,000.00	39,000.00
LOGT - RESTRICTED	45,500.00	45,500.00	45,500.00	45,500.00
GENERAL FUND	297,613.00	369,061.00	286,161.00	254,655.00
TOTAL RESERVE	357,013.00	453,561.00	370,661.00	339,155.00

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

	15/16 BUDGET	16/17 BUDGET
ENTERPRISE FUND REVENUES		
WATER & SEWER FUND		
WATER, SEWER, GARBAGE REVENUE	1,675,000.00	1,690,000.00
GARBAGE CONTRACT SERVICES	(372,000.00)	(372,000.00)
WATER TAPS	13,500.00	13,500.00
SEWER TAPS	18,500.00	18,500.00
WATER & SEWER MISCELLANEOUS	100.00	50.00
GARBAGE ADMINISTRATION	22,900.00	22,900.00
SEWER USER FEE	165,591.00	165,000.00
TOTAL WATER & SEWER FUND	1,523,591.00	1,537,950.00
SCIPIO CREEK MOORING BASIN		
MOORING BASIN INCOME	25,000.00	35,000.00
LAUNCH FEE INCOME	100.00	-
MISCELLANEOUS	10.00	10.00
TOTAL SCIPIO CREEK MOORING BASIN	25,110.00	35,010.00
BATTERY PARK BOAT BASIN		
MOORING BASIN INCOME	60,000.00	50,000.00
LAUNCH FEE INCOME	3,000.00	4,000.00
MISCELLANEOUS	100.00	50.00
TOTAL BATTERY PARK BOAT BASIN	63,100.00	54,050.00
TOTAL ENTERPRISE FUND REVENUES	1,611,801.00	1,627,010.00

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

	15/16 BUDGET	16/17 BUDGET
RESTRICTED REVENUES		
CUSTOMER DEPOSITS	35,000.00	30,000.00
TOTAL RESTRICTED REVENUES	35,000.00	30,000.00
TOTAL ENTERPRISE & RESTRICTED REVENUE	1,646,801.00	1,657,010.00
CASH FORWARD		
DEPOSIT TRUST - RESTRICTED	190,000.00	195,000.00
WATER & SEWER	-	-
SCIPIO CREEK	2,000.00	7,000.00
BATTERY PARK	100,000.00	85,000.00
TOTAL CASH FORWARD	292,000.00	287,000.00

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

ENTERPRISE FUND EXPENDITURES	15/16 BUDGET	16/17 BUDGET
WATER DEPARTMENT		
SALARIES	183,340.00	182,212.00
OVERTIME SALARY	8,000.00	12,000.00
SOCIAL SECURITY	14,640.00	14,860.00
RETIREMENT	13,892.00	14,600.00
GROUP INSURANCE	34,240.00	36,605.00
LIABILITY/PROPERTY/WC INSURANCE	25,000.00	25,000.00
AUDITING SERVICES	5,000.00	5,000.00
COMMUNICATIONS	2,800.00	3,500.00
BOND PAYMENT	142,500.00	142,500.00
DUES & FEES	500.00	600.00
SUPPLIES	37,000.00	45,000.00
UNIFORMS	1,000.00	1,000.00
UTILITIES	41,000.00	36,000.00
GAS	8,500.00	7,000.00
TIRES	500.00	-
REPAIRS & MAINTENANCE	25,000.00	25,000.00
FIRE HYDRANT MAINT & REPAIRS	2,500.00	2,500.00
WATER METER MAINTENANCE	20,000.00	30,000.00
ELEVATED TANK MAINTENANCE	6,000.00	7,500.00
TRAVEL/TRAINING	2,500.00	2,500.00
EQUIPMENT	3,000.00	5,000.00
TESTING	7,000.00	5,000.00
VEHICLE PAYMENT	6,000.00	4,250.00
ADMIN - GENERAL FUND	50,000.00	40,000.00
MINI EXCAVATOR		4,750.00
IT SERVICES		1,500.00
ONLINE BILL PAY		3,500.00
		5 hrs/month @ 25/hr
TOTAL WATER EXPENSES	639,912.00	657,377.00
CUSTOMER DEPOSITS	29,000.00	22,000.00
TOTAL WATER & CUSTOMER DEPOSIT EXPENSES	668,912.00	679,377.00

SEWER DEPARTMENT	15/16 BUDGET	16/17 BUDGET	
ENTERPRISE FUND EXPENDITURES			
SALARIES	178,062.00	180,000.00	
OVERTIME SALARY	8,000.00	15,000.00	
SOCIAL SECURITY	14,240.00	14,920.00	
RETIREMENT	13,510.00	14,670.00	
GROUP INSURANCE	28,710.00	29,615.00	
LIABILITY/PROPERTY/WC INSURANCE	25,000.00	25,000.00	
FLOOD INSURANCE	5,000.00	5,000.00	
POLLUTION INSURANCE	4,000.00	4,000.00	
AUDITING SERVICES	5,000.00	5,000.00	
COMMUNICATIONS	7,500.00	7,500.00	
BOND PAYMENT	50,000.00	50,000.00	
DEP PAYMENT	150,000.00	150,000.00	
DEP RESERVE PAYMENT	15,000.00	15,000.00	
DUES & FEES	500.00	1,000.00	
SUPPLIES	65,000.00	65,000.00	
TIRES	1,000.00	-	
UNIFORMS	1,000.00	1,000.00	
UTILITIES	125,000.00	120,000.00	
GAS	8,500.00	7,500.00	
REPAIRS & MAINTENANCE	50,000.00	65,000.00	
GRAVITY SYSTEM INFRASTRUCTURE REPAIRS	20,000.00	-	
TESTING	40,000.00	25,000.00	
EQUIPMENT	3,000.00	5,000.00	
TRAVEL/TRAINING	1,000.00	1,000.00	
VEHICLE PAYMENT	6,000.00	4,250.00	
ADMIN - GENERAL FUND	50,000.00	40,000.00	
MINI EXCAVATOR		4,750.00	
IT SERVICES		1,500.00	5 hrs/month @ 25/hr
ONLINE BILL PAY		3,500.00	
TOTAL SEWER EXPENSES	875,022.00	860,205.00	

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

ENTERPRISE FUND EXPENDITURES

SCIPPIO CREEK

	15/16 BUDGET	16/17 BUDGET	
WATER, SEWER, GARBAGE	3,800.00	-	
UTILITIES	6,500.00	6,500.00	
COMMUNICATIONS	500.00	500.00	
LIABILITY/PROPERTY INSURANCE	8,000.00	20,000.00	
REPAIRS & MAINTENANCE	5,000.00	2,000.00	
SUPPLIES	2,000.00	1,000.00	
SUBMERGED LAND LEASE	3,000.00	3,000.00	
JANITORIAL SERVICES	4,000.00	8,500.00	
IT SERVICES		600.00	2 hrs/month @ 25/hr
ADMIN - GENERAL		5,000.00	
TOTAL SCIPPIO CREEK	32,800.00	47,100.00	

BATTERY PARK

UTILITIES	7,000.00	7,000.00	
LIABILITY/PROPERTY INSURANCE	20,000.00	10,000.00	
REPAIRS & MAINTENANCE	10,000.00	12,000.00	
SUPPLIES	2,500.00	2,000.00	
SUBMERGED LAND LEASE	2,000.00	1,500.00	
JANITORIAL SERVICES	4,000.00	8,500.00	
ADMIN - GENERAL FUND	20,000.00	20,000.00	
IT SERVICES		600.00	2 hrs/month @ 25/hr
TOTAL BATTERY PARK	65,500.00	61,600.00	

TOTAL ENTERPRISE FUND EXPENSES

1,613,234.00 1,626,282.00

REVENUE/EXPENSE DIFFERENCE

(1,433.00) (728.00)

TOTAL ENTERPRISE FUND

1,611,801.00 1,627,010.00

CITY OF APALACHICOLA - FY 2016/2017
 PROPOSED BUDGET - DRAFT 1

RESTRICTED FUNDS	15/16 BUDGET	16/17 BUDGET
CUSTOMER DEPOSIT EXPENSE	29,000.00	22,000.00
REVENUE/EXPENSE DIFFERENCE	6,000.00	8,000.00
TOTAL CUSTOMER DEPOSITS	35,000.00	30,000.00

RESERVES (CASH FORWARD & ANNUAL DIFF)	15/16 BUDGET	16/17 BUDGET
CUSTOMER DEPOSIT - RESTRICTED	196,000.00	203,000.00
WATER & SEWER	8,657.00	20,368.00
SCIPPIO CREEK	(5,690.00)	(5,090.00)
BATTERY PARK	97,600.00	77,450.00
TOTAL RESERVES	296,567.00	295,728.00

"INDEPENDENT CONTRACTING" CONTRACT AGREEMENT
FOR CONSULTING SERVICES
BETWEEN
City of Apalachicola
and
BTW Services, Inc.

THIS AGREEMENT is made between the City of Apalachicola, Florida, by and on behalf of its City Commission (City) and BTW Services, Inc. ("Consultant")

WHEREAS the Consultant represents that it is eligible to receive these funds and fully qualified to provide the services identified herein, and:

WHEREAS the City of Apalachicola City Commission seeks to benefit by Contracting with the Consultant to provide services described herein and the Consultant desires to perform services for the City, in support of City's office and duties.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

I. Consulting Service.

The City retains Consultant as provider of the individual (Betty Taylor Webb) who has the required expertise to perform and will perform the consulting services specifically set out Exhibit A: Scope of Work attached to this Agreement and made a part thereof (hereafter referred to as the "Services"). During the term of this Agreement, Consultant agrees to provide such Services according to the milestones and conditions more fully set forth in Exhibit A: Scope of Work. The Consultant shall perform the services faithfully, diligently and to the best of its professional skills and ability. All references to consultant herein shall include the individual provided by Consultant as it pertains to Consultant's duties and obligations hereunder.

II. Parties. The Parties to this Contract are the **City of Apalachicola**, 1 Avenue E, Apalachicola, Florida 32320, hereafter referred to as the "City", and **BTW Services, Inc.**, PO Box 473, Apalachicola, Florida 32329, hereafter referred to as the "Independent Consultant" and "Consultant".

III. Term. This Contract shall commence on June 1, 2016 and end on March 31, 2017. This Contract shall automatically end on the aforesaid date unless re-negotiated and agreed upon by both parties, so long as early termination does not occur by either party pursuant to termination procedures herein.

IV. Independent Contractor. The relationship created by this Agreement shall be that of independent contractor. The Consultant is not an employee of the City of Apalachicola and shall not be entitled to City benefits. The Consultant shall have no authority to bind or act as agent for the City or its employees for any purpose. Nothing contained in the Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties. Any income taxes levied on payments to be made to Consultant hereunder shall be exclusively borne by Consultant.

Consultant agrees to indemnify and hold harmless the City against and in respect of any taxes or other fees which the City may be required to pay to government authorities on behalf Consultant for activities related to this Agreement.

1. During the term of this Contract, Consultant shall not engage in or provide any work or services that are in conflict with the work or services being provided or to be provided to the City of Apalachicola herein and shall not after termination engage in or provide any work or services that conflict with the work or services actually provided (during the term of the agreement) to City.

V. Contract Award Amount. In consideration of the services to be provided by Consultant to City, it is agreed that the Contract amount, not to exceed \$12,000.00, is to be paid each month as a monthly retainer in an amount of \$1,200.00 per month. Additional services may be performed as directed by the City Administrator for services that are not included in the Scope of Work outlined in Section III of this Agreement. Independent Consultant will invoice City at a rate of \$40.00 per hour for additional services performed. The City shall reimburse Consultant for reasonable travel and other expenses consultant incurs in connection with performing services subject to and in accordance with Section 112.061 Fla. Stat. and applicable City policies and any and all expenses, including travel, must be pre-approved by the City and will be reasonable, verified, and documented.

I. Name and Address of Payee. The name and address of the Independent Consultant and official payee to whom the payment shall be made is:

BTW Services, Inc.
Betty Taylor Webb
P. O. Box 473
Apalachicola, Florida 32329
Bettytaylor.webb@gmailcom
Phone: 850-323-0567

VI. Confidentiality:

a. In providing Services to the City pursuant to this Agreement, the Consultant may acquire information that pertains to the City's products, processes, equipment, programs, developments, technology, collaborations, business, operations, employees, financial condition or plans and that is disclosed or made known by the City to the Consultant, or generated by the Consultant in the course of performing the Services hereunder ("Proprietary Information"). The Consultant agrees not to disclose any Proprietary information to third parties or to use any Proprietary information for any purpose other than performance of Services pursuant to this Agreement, without prior written consent of the City.

b. Proprietary information subject to Section 4a does not include information that: (i) is or later becomes available to the public through no breach of this agreement by the Consultant; (ii) is lawfully obtained by the Consultant from a third party who had the legal right to disclose the information to the Consultant; (iii) is already in the possession of the Consultant on the date this Agreement becomes effective, as documented by the Consultant's written records; or (iv) is required to be disclosed by law, government regulation or court order, provided that the Consultant shall give the City prompt written notice (and in any event prior to any disclosure) in the event that the

Consultant believes that the Consultant is required by law, government regulation, or court order to disclose such information and that the Consultant shall use all reasonable efforts to limit the scope of such disclosure to the extent permitted by applicable law.

c. This Agreement and its terms, conditions, provisions and contents shall be kept strictly confidential and shall not be disclosed by either party hereto to any person except such party's employees, attorneys, accountants, financial advisors, and advertising agencies who have a need to know such information, except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law.

d. the Consultant shall not publish, nor submit for publication, any work directly arising out of the provision of Services without prior written approval from City.

VII. Return of Materials: The Consultant agrees to promptly return, following the termination of this Agreement or upon earlier request by the City, all written materials in the Consultant's possession (i) supplied by the City in conjunction with the Services under this Agreement or (ii) generated by the Consultant in the performance of Services under this Agreement.

VIII. Contract Expenditures: Contracts are performance-based, meaning that the City pays for the provision of agreed upon specified services. Consultant is obligated to operate on a performance-basis and will be paid on a "retainer" monthly basis for consulting services performed. The City will exercise due diligence to process payments in a timely manner. If a discrepancy arises that precludes the processing of payment, the City will notify the Independent Contractor of the discrepancy. Such discrepancy must be corrected before payment is made.

IX. Administrative Functions: A meeting and/or work space and other operational costs required for the Independent Contractor to carry out the requirements of this Contract will not be provided by the City, unless mutually agreed upon by both parties that a temporary work space from time-to-time is determined to be in the best interest of the City.

I. Invoicing. The City agrees to pay for services according to the terms and conditions of this Contract. Original invoices must be submitted in detail sufficient for a pre-audit and post-audit thereof. Supporting documentation for the invoice should be provided to outline progress and activity performed for the invoiced period. The Independent Contractor must submit their last invoice for payment of services under this agreement no later than ten (10) days following the expiration or termination of this Contract. Any service that is invoiced during this 10-day closeout period after Contract expiration or termination must have been accomplished prior to such expiration or termination. The Contractor shall submit an original invoice along with required documentation for payment processing to:

Lee Mathes, City Administrator
City of Apalachicola
1 Avenue E
Apalachicola, Florida
leemathes@cityofapalachicola.com
Phone: 850-653-9319

X. Contract Management. The same contacts for the City and Independent Consultant shall serve as Contract Managers for this Contract. They shall be the point of contact for all parties on all matters regarding the terms and conditions which may arise from this Contract.

XI. Contract Modifications. Modifications to this Contract shall only be valid when they have been rendered in writing and signed by all original signers, their duly authorized successors or their designees.

XII. Termination for Cause by City. If Independent Consultant does not provide or deliver to City the required services identified or in any other way breaches this Contract as indicated by its performance requirements from City, the City may terminate this Contract for non-performance or breach. City shall provide Independent Consultant a notice of the alleged non-performance and/or breach issues and will provide a date certain for remedying these issues. Said notice of non-performance shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Independent Contractor shall remedy the non-performance or breach by the date provided by City. If the non-performance or breach is not corrected by the date provided, City may, by written notice to the Consultant, terminate this Contract upon 24 hours' notice. Said notice shall be delivered by certified mail return receipt requested, or in person with proof of delivery. The City reserves the right to terminate the Contract without cause with submission of a thirty day written notice to the Independent Contractor, delivered by certified mail return receipt requested, or in person with proof of delivery.

XIII. Termination by Consultant. This Contract may be terminated by Independent Consultant with submission of a thirty day written notice to the City, delivered by certified mail return receipt requested, or in person with proof of delivery.

XIV. Indemnification/Hold Harmless. The Independent Consultant hereby agrees to indemnify and hold harmless City, their employees, officers, agents, and assigns from all claims, liabilities, losses, damages, injury, or costs due or claimed to be due solely or in part for acts of the Consultant, its officers, employees, agent's sub-contractors, and/or assigns. The Independent Consultant is covered by the City's standard liability coverage while working with or on behalf of the City.

XV. Records. All records, documents or reports either prepared or maintained by the Independent Contractor for the administration and management of this Contract shall be maintained with the City.

XVI. Contract Materials: Use of products developed by either party under this Contract is to be used solely for the benefit of the City. Sharing, replicating, allowing access to or distributing any and all components of the products under this contract is prohibited, unless granted by City at its discretion to do so.

Intellectual Property and Proprietary Rights

a. The term Proprietary Rights as used in this Agreement shall mean all trade secret, patent, copyright, mask work and other forms of intellectual property rights throughout the world.

b. The Consultant hereby assigns and agrees to assign in the future (such as when any such Proprietary Rights are first reduced to practice, or first fixed in a tangible media within the meaning of U. S. Copyright law) to the City all right, title and interest in and to any and all inventions or works of authorship (and all Proprietary Rights with respect thereto) whether or not patentable or registered

under copyright or similar laws or statutes, made or conceived or reduced to practice or learned by Consultant either alone or jointly with others, in the performance of Services for the City. Inventions assigned to City or to a third party at City's direction pursuant to this section are hereinafter referred to as City's inventions.

c. The Consultant agrees and acknowledges that all original works of authorship which are created by Consultant (solely or jointly with others) in the performance of Services for the City and which are protected or protectable by copyright are "works made for hire" and are the property of the City pursuant to copyright law.

d. The Consultant shall assist the City in every proper way to obtain, and from time to time to enforce any Proprietary Rights relating to the City inventions and works in any and all countries, upon the City's request. The Consultant shall execute, verify, and deliver such proper documents and perform such other actions as the City may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, maintaining, and enforcing such Proprietary Rights and assignment thereof.

e. Any Proprietary Rights, intellectual property, works, inventions and technologies of the City and Consultant existing prior to the execution of this Agreement are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any Proprietary Rights, intellectual property, works, inventions and/or technologies that were in existence prior to the execution date of this Agreement.

XVII. No Assignment: Neither party may assign this Agreement or any interest herein, or delegate any of its duties hereunder, to any third party without the other party's prior written consent. Any attempted assignment or delegation without such consent shall be null and void.

XVIII. Integration and interpretation: This Contract is the entire Contract among the parties hereto with respect to the subject matter hereof. This Contract has been executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIV. No Discrimination: Consultant agrees that it will not discriminate and will require that any subcontractor not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees, are treated during employment, without to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

XX. Force Majeure: Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the performance under this Agreement.

XXI. Waiver and Remedies: No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver or any breach or any subsequent breach of such term. No waiver of any

breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

XXII. Governing Law, Jurisdiction, and Venue: This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law principles, Jurisdiction and venue for any action to construe or enforce the terms of this Agreement shall be in a court of competent jurisdiction located in Franklin County, Florida.

XXIII. Captions and Heading: The captions and headings used herein are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several articles, sections and paragraphs herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date stated in Article III.

THIS AGREEMENT EFFECTIVE _____, 2016.

CITY OF APALACHICOLA

By: _____
Van W. Johnson, Sr., Mayor

Attest: _____
Lee H. Mathes, City Administrator

INDEPENDENT CONSULTANT

By: _____
Betty Taylor Webb
For BTW Services, Inc.

Witness: _____

EXHIBIT "A"

Scope of Work: The City is contracting with Independent Contractor to provide Consulting Services in the following areas:

1. Grant administration services to assist Grant Manager with completion of existing grants:
 - » Library Project – Scheduled to be substantially complete by March 2017
 - » Storm water/Water Quality Projects – Scheduled to be complete by March 2017
 - » Playground/Splash Pad @ Johnson Complex-Scheduled to be complete by June 2017 (sooner)
 - » Boating Improvement-Engineering-Scheduled to be completed June 2017
 - » TTHM Water Project (Aerator/Chlorine)-Scheduled to be completed December 2016
 - » Additional TTHM Water Project-Pending
2. Assist City Grant Manager and City Administrator as needed.
3. Continue contact with FDEP to assure requirements of TTHM Consent Order are met.
4. Assist City Attorney with pending legal issues.
5. City representative for Apalachicola-Chattahoochee-Flint Stakeholders