

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

AGENDA CITY OF PALATKA

June 12, 2014

CALL TO ORDER:

- a. **Invocation** – The Reverend Chad Perry, Pastor; The River Community Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 5/22/14

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **EMPLOYEE RECOGNITION:** Sgt. Toby Williams, Graduate, Southern Police Institute & Crime Stoppers' "Officer of the Year"

2. PUBLIC COMMENTS (Speakers limited to three minutes – no action taken on items)

3. CONSENT AGENDA:

- *a. **Adopt Resolution No. 2014-10-80** authorizing the application for Bureau of Justice Assistance 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation funds for the Palatka Police Department (\$10,958 with no match)
- *b. **Adopt Resolution No. 2014-10-81** authorizing the execution of an agreement in an amount not to exceed \$17,811.00 with Robert E. Taylor, AIA for design, bidding and construction administration services for the USDA Palatka Golf Course Restaurant & Restroom Renovation Project
- *c. **Adopt Resolution No. 2014-10-82** authorizing the execution of a Polling Location Agreement for the Price-Martin Community Center and a Memorandum of Understanding for Municipal Elections Services with the Putnam County Supervisor of Elections
- *d. **Adopt Resolution 2014-83** declaring certain real property to be surplus and directing the City Manager to dispose of surplus property in accordance with City administrative procedures.
- *e. **Adopt Resolution No. 2014-10-84** authorizing the waiver of the code enforcement daily fine in the amount of \$27,550.00 for 619 South 18th Street, and assessing cost of prosecution in the amount of \$354.64 if the fine is paid within 30 days of this action; or \$380.75 if not paid within 30 days.
- *f. **Approve Pawn Shop** Location at 3705 Crill Ave. - Eldridge Kinsaul, owner, Foxy Jewelry & Pawn
- *g. **Approve Special Request Items for Special Events Permit No. 14-38**, City of Palatka & Palatka Main Street 4th of July Celebration as follows:
 1. Allow sale/consumption of alcoholic beverages within the Riverfront Park in an area bounded by Reid St on the east, N. & S. 2nd St and a line extending west of this street on the north, and the boat ramp parking lot on the west (as shown on the site plan) from 5:00 p.m. until 10:00 p.m.
 2. Grant permission to exceed allowable noise levels for live entertainment and fireworks on July 4, 2014 from 5:00 p.m. until 10:00 p.m.
 3. Close Memorial Drive, First Street adjacent to Riverfront Park, and 100 Block of St. Johns Avenue throughout duration of event
- *h. **Appoint Mayor Vernon Myers** as City of Palatka Voting Delegate to Florida League of Cities 2014 Annual Conference, and Vice Mayor Brown as Alternate Voting Delegate

201 N. 2ND STREET • PALATKA, FLORIDA 32177

www.palatka-fl.gov

PHONE: (386) 329-0100

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA

June 12, 2014

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- * 4. **CRA BUSINESS** - Meeting held June 12, 2014:
 - *a. **RESOLUTION No. 2014-10-85** awarding a Facade Grant to Johnny Brown for 109 North 9th Street in an amount not to exceed \$18,375 - Adopt
- * 5. **RESOLUTION** awarding the bid to S.E. Cline Construction, Inc. in the amount of \$1,272,341.51 for the Southern Riverfront Improvements Project - Adopt
- * 6. **RESOLUTION** authorizing the Palatka Police Department to submit a Department of Justice Community Oriented Policing Services (COPS) Hiring Program Grant Application to provide funding for two additional sworn police officers - Adopt

PUBLIC HEARINGS:

- * 7. **PUBLIC HEARING** - 2525 Husson Ave - Planning Board Recommendation to Annex and Rezone from County R-1A (Residential, Single-Family) to City R-1A (Single-Family Residential) - Thomas & Teresa Cheyne, owners
 - *a. **ANNEXATION ORDINANCE** - 1st Reading
 - *b. **REZONING ORDINANCE** - 1st Reading
- * 8. **ORDINANCE** amending the Palatka Municipal Code, Chapter 22, Cemeteries, adding services in addition to lot sales, adding restrictions and adopting maintenance and preservation standards for historic cemeteries - 1st Reading
- * 9. **ORDINANCE** amending the Palatka Code of Ordinances to restate Chapter 2, Article V, Division 1, Code Enforcement Board, Sections 2-281 through 2-291 - 1st Reading
- * 10. **ORDINANCE** amending the City of Palatka Code of Ordinances to restate Chapter 30, Environment, Article II, Nuisances, Section 30-31 through 30-39 - 1st Reading
- * 11. **ORDINANCE** amending the City of Palatka Code of Ordinances to restate Chapter 30, Article III, Junked Automobiles and Abandoned Property, Sections 30-61 through 30-77 - 1st Reading
- * 12. **ORDINANCE** amending the Code of Ordinances to restate Chapter 30, Environment, Article VI, Minimum Standards for Maintenance, Sections 30-166 through 30-191 - 1st Reading
- * 13. **ORDINANCE** closing, vacating and abandoning a portion of the Second Street Right of Way lying between Reid Street and St. Johns Avenue (Approximately 127 square feet) - 2nd Reading, Adopt
- 14. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 15. **COMMISSIONER COMMENTS**
- 16. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

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June 12, 2014
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Upcoming Events:

July 4 – City Offices closed to observe Independence Day
Aug 14 – 16 – FLC Annual Conference (Hollywood)
Sept. 1 – City offices closed to observe Labor Day

Board Openings:

Fire Pension Board – 1 vacancy (Commission appointee)
Tree Committee – 1 vacancy



CITY COMMISSION AGENDA ITEM

SUBJECT:

EMPLOYEE RECOGNITION - Sgt. Toby Williams, Graduate, Southern Police Institute & Crime Stoppers "Officer of the Year"

SUMMARY:

Sgt. Toby Williams was selected Crime Stoppers "Officer of the Year" for Putnam County. He is also a recent graduate from the University of Louisville in Kentucky where he attended the 131st Administrative Officers Course at the Southern Police Institute. This course is a three month live in program designed to prepare police officers for leadership positions. While there, he was elected to the position of class Sergeant at Arms by his classmates.

RECOMMENDED ACTION:

Presentation only – no action needed

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/27/2014 - 8:27 AM
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 9:02 PM
City Manager	Czymbor, Michael	Approved	5/29/2014 - 7:49 AM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:37 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 2:08 PM



Agenda Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-80 authorizing the application for Bureau of Justice Assistance 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation funds for the Palatka Police Department (\$10,958 with no match).

SUMMARY:

The grant funds will be used to purchase new computers, computer software for crime reporting, in car printers, ID scanners and electrical demobilization devices (Tasers).

RECOMMENDED ACTION:

Adopt a resolution authorizing the Police Department to apply for the Bureau of Justice Assistance for the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/27/2014 - 8:28 AM
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 9:09 PM
City Manager	Czymbor, Michael	Approved	5/29/2014 - 7:50 AM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:41 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 5:59 PM



RESOLUTION NO. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PALATKA POLICE DEPARTMENT APPLY FOR THE BUREAU OF JUSTICE ASSISTANCE, THE 2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) LOCAL SOLICITATION IN THE AMOUNT OF \$10,958 TO BE UTILIZED BY THE PALATKA POLICE DEPARTMENT TO PURCHASE COMPUTER EQUIPMENT, SOFTWARE, ID SCANNERS AND ELECTRICAL DEMOBILIZATION DEVICES (TASERS)

AGENDA - CITY OF PALATKA June 12, 2014 Page 6 of 218

Item Number: 4

Attachment Number: 1

WHEREAS, on April 24, 2014 the Bureau of Justice Assistance announced the availability of grant funds for law enforcement use by the City of Palatka Police Department; and

WHEREAS, the City of Palatka has determined that a need exists to purchase new computer equipment, software for crime reporting, ID scanners, in-car printers and electrical demobilization devices (tasers); and

WHEREAS Edward Byrne Memorial Justice Assistance Grant (JAG) funds may be used to purchase the described equipment for law enforcement purposes; and

WHEREAS the grant application requires the signature of the Mayor; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the citizens to authorize the Palatka Police Department to make application for said JAG funds for the purpose of purchasing computer equipment, software, ID scanners, in-car printers and electrical demobilization devices (tasers).

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida that the Palatka Police Department is hereby authorized to submit an application for 2013 Edward Byrne Memorial Justice Assistance Grant Program - Local Grant Solicitation funds in the amount of \$10,958 to be used to purchase computer equipment, software, ID scanners, in-car printers and electrical demobilization devices (tasers), and the Mayor is hereby authorized to sign said grant application as required.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of June, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



Agenda Item

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-81 authorizing the execution of an agreement in an amount not to exceed \$17,811.00 with Robert E. Taylor, AIA for design, bidding and construction administration services for the USDA Palatka Golf Course Restaurant & Restroom Renovation Project

SUMMARY:

The City has received notice that Rural Business Enterprise Grant funds have been obligated for the Palatka Golf Course restaurant and restroom renovations. Robert E. Taylor, AIA was shortlisted to provide architectural services under Request for Qualifications 13-001 which was advertised in February 2013. Mr. Taylor and his firm have proposed to provide design, bidding and construction administration services for the above mentioned project in an amount not to exceed \$17,811. Mr. Taylor has previously worked with the City on a USDA grant project and is knowledgeable of the process. The proposal is within the acceptable range for architectural services on a project of this size.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest the agreement with Robert E. Taylor, AIA for Architectural services in an amount not to exceed \$17,811.00 for the USDA Palatka Golf Course restaurant and restroom renovation project.

ATTACHMENTS:

Description	Type
Resolutionhj	Resolution
AIA agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	6/2/2014 - 4:27 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 6:04 PM
City Manager	Czymbor, Michael	Approved	6/3/2014 - 10:55 AM
Finance	Reynolds, Matt	Approved	6/5/2014 - 8:49 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:03 PM



RESOLUTION NO. 2014-10-

A RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST AN AGREEMENT WITH ROBERT E. TAYLOR, AIA FOR ARCHITECTURAL SERVICES FOR THE USDA PALATKA GOLF COURSE RESTAURANT AND RESTROOM RENOVATION PROJECT.

WHEREAS, the City issued Request for Qualifications 13-001 for continuing Engineering, Architecture, Landscape Architecture and Surveying services; and

WHEREAS, on May 10th 2013 the City approved a shortlist of firms; and

WHEREAS, Robert E. Taylor, AIA was qualified by the City to provide architectural services; and

WHEREAS, the City desires to renovate the Golf Course restaurant and restrooms (the **Project**); and

WHEREAS, the City deems it reasonable and necessary to enter an agreement with Robert E. Taylor for design, bidding and construction administration services for the **Project**.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

1. That the City Manager is hereby authorized to execute the Robert E. Taylor, AIA agreement for architectural services in an amount not to exceed \$17,811.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of June, 2014.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk



Robert E. Taylor
AIA Architect PA

Robert E. Taylor Attachment Number: 2
FL Corp Registration No. AAC000589
GA Registration No. RA007674
NCARB No. 40804

710 St. Johns Ave / PO Box 267
Palatka, Florida 32177 / 32178-0267

7 November 2013

Ms. Rebecca Manning, Area Specialist
Rural Development USDA
2441 NE 3rd Street, Suite 204-1
Ocala, FL 34470

RECEIVED DEC 02 2013

Subject: Palatka Golf Club
USDA Rural Business Enterprise Grant
1715 Moseley Avenue
Palatka, FL, 32177

Dear Ms. Manning:

Please be advise the firm of Robert E. Taylor AIA Architect PA was selected based on a Request for Professional Services RFQ 13-001 which was advertised by the City of Palatka on 13 February 2013. Below is an excerpt from that advertisement stating the intent of the RFQ:

The City intends to develop a list of pre-qualified firms or individuals to employ as projects develop and when the City is in need of certain professional services contained herein. A committee will evaluate respondent's submittals against evaluation criteria in order to reduce the total number of submittals to a qualified short-list of firms. Short listed firms may be invited to make presentations for final evaluation.

Our firm was "short listed" under the category RFQ-5, Architecture. A copy of the draft of that shortlist is available at your request. Final selections were based on negotiations with the City on proposed terms and fees.

A Master Services Agreement was signed with Robert E. Taylor AIA Architect PA and the City of Palatka with the effective date being 2 June 2013. A copy of the Agreement is available at your request.

Please advise if you require additional information or assistance. Thank you.

Sincerely,

Robert E. Taylor, AIA, Architect



November 7, 2013

CCNA CERTIFICATION

USDA Rural Business Enterprise Grant Pre-Application
Golf Course Restaurant and Restroom Renovations

I, Donald Holmes, in my capacity as Attorney for the City of Palatka, Florida, a political subdivision of the State of Florida, the grantee under the United States Department of Agriculture (USDA) Rural Business Enterprise Grant (RBEG) application for golf course restaurant and restroom renovations do hereby certify that the professional services contract between the City of Palatka and Robert E. Taylor, AIA as consultant, which contract will be funded by the above referenced USDA grant, was entered into full compliance with the Florida Statutes 287.055 known as the Consultants' Competitive Negotiation Act.

DONALD E. HOLMES, ESQ.
CITY ATTORNEY



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of November in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Palatka
201 North Second Street
Palatka, FL 32177
Telephone Number: 386-329-0100
Fax Number: (386) 329-0106

and the Architect:
(Name, legal status, address and other information)

Robert E. Taylor, A. I. A., Architect, P. A.
P.O. Box 267
Palatka, Florida 32178
Telephone Number: 386-325-7341
Fax Number: 386-325-0608

for the following Project:
(Name, location and detailed description)

Palatka Golf Club USDA Rural Business Enterprise Grant
1715 Moseley Avenue
Palatka, FL 32177
Architect's Project No. 1313

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Scope of Work

- A. The Building will be occupied and receiving patrons throughout the duration of Construction.
 - 1. This Contractor is to exercise due caution and consideration for the occupants and visitors.
 - 2. Install protective barriers, dust curtains and directional signage before beginning construction.
 - 3. Coordinate particularly noisy work before or after normal work hours or on weekends and coordinate with the Owner so as to minimize inconvenience and disturbances to the daily activities of the Building's Occupants.
 - 4. Perform as much preparatory work as possible prior to shutting down any Restroom area.
 - 5. Coordinate down time of Restroom areas with the Owner so that only one Restroom area is out of service at any particular time.
- B. Demolition, includes, but is not limited to:
 - 1. Demolish and remove existing carpet, base and adhesive at Multi-Purpose Room.
 - 2. Demolish and remove existing sheet vinyl flooring and cove base in Kitchen and Bar.
 - 3. Demolish and remove existing carpet and ceramic tile flooring, base and adhesive at wet areas at Restrooms, but not Showers.
 - 4. Remove and discard all existing water closets, vanity countertops, toilet partitions, soap, tissue and paper towel dispensers.
 - 5. Cut and remove designated existing concrete floor slabs and walls as required to accommodate new

Init.



- construction.
- 6. In Kitchen remove existing three compartment sink and salvage for re-use.
- 7. Repair / add plumbing as required to accommodate new and relocated fixture location.
- 8. Demolish and remove existing partition walls and doors in Kitchen as required to accommodate locations of new equipment.
- 9. Remove existing Utility Fence and replace with new / expand perimeter.
- C. New Construction includes, but is not limited to:
 - 1. Repair existing concrete floor slabs and interiors of frame walls as required to accommodate new construction.
 - 2. Install new partition walls, doors and hardware to accommodate new Kitchen equipment.
 - 3. Install non-slip paver tile at Women's and Men's Rest Rooms
 - 4. Install new carpet tiles in Multi-Purpose Room.
 - 5. Install new sheet vinyl flooring in Kitchen and Bar.
 - 6. Remove existing ceiling tiles and suspension system and replace with new in Women's and Men's Rest Rooms and Locker Rooms.
 - 7. Install new ADA compliant solid phenolic toilet partitions.
 - 8. Install new ADA compliant grab bars, toilet accessories and mirrors in handicap accessible stalls and required Rest Room accessories at all toilet stalls.
 - 9. Paint Rest Room and Locker Room walls.
 - 10. Paint Kitchen walls and ceilings
 - 11. In Kitchen install new two compartment sink and relocate existing three compartment sink in new location.
 - 12. Coordination of Owner's Kitchen Equipment.
- D. Fire Suppression
 - 1. Upgrade existing Ansul System to UL-300 Standards.
 - 2. Disconnect Automan regulated release assembly and replace with new.
- E. Plumbing work includes, but is not limited to:
 - 1. Remove designated plumbing waste and supply lines and install new as required to accommodate new construction & Kitchen Equipment.
 - 2. Install new ADA compliant handicap accessible water closets and wall mounted lavatories; solid surface vanity countertop with integral sinks, including supplies and stops.
 - 3. Connect to existing plumbing vents thru roof structure, as required by code.
- F. Electrical work includes, but is not limited to:
 - 1. Secure / support existing light fixtures in Rest Rooms and Locker Rooms during removal of existing suspended ceiling system and reinstall.
 - 2. Provide and install new electrical wiring, conduits, circuit breakers, etc., as required to accommodate new Kitchen equipment.

OWNER'S CONTRACTOR/CONSULTANT:

Mr. Chris Monti.
 BWGD Management, Inc.
 P.O. Box 328
 Ponte Vedra Beach, FL 32004
 904-901-2876 / 904-614-2010

Mr. Charles "Corky" Bell
 185 S Highway 17
 E Palatka, FL 32131
 386-325-1094

ARCHITECT'S CONSULANTS

Architect to use local Electrical/HVAC
 Contractors for Electrical/HVAC Design (to be replaced with like kind.)

OWNER'S BUDGET:

Kitchen Equipment	\$ 60,683.00
Construction Cost	\$ 142,971.00
Architectural Fees	\$ 17,811.00
TOTAL BUDGET	\$ 221,465.00

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§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Upon Issuance of a Notice to Proceed

.2 Substantial Completion date:

150 Calendar Days after issuance of Notice to Proceed

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Business Liability	\$1,000,000
Medical Payments	\$ 5,000
Gen Aggregate	\$2,000,000
Products-Completed Operations	\$2,000,000

.2 Automobile Liability

No Company Vehicles

.3 Workers' Compensation

State Statutory

.4 Professional Liability

Per Claim Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Init.



ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

Init.



§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

Init.



§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

Init.



§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

Init.



§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Init.



§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	Section 4.2.1 and 11.2.1
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Architect	Section 4.2.2 and 11.2.2
§ 4.1.4 Existing facilities surveys	Owner	Section 4.2.3 and 11.2.3
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Required	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Architect	Section 4.2.4 and 11.2.4
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 Programming:
Preparation of the Summary/Scope of Work for approval by Owner and Preliminary Architectural Feasibility Report

Init.



- 4.2.2 Measured Drawings:
RET AIA will field verify existing conditions relative to this Scope of Work.
- 4.2.3 Existing facilities surveys:
RET AIA will assist in obtaining a Survey, if required.
- 4.2.4 Services include:
Updated "As-Built" information provided by Contractor and inserting data onto Architect's permanent Record Drawings

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

Init.



§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Ten (10) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

Init.



§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

Init.



§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.



§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- [] Arbitration pursuant to Section 8.3 of this Agreement
[X] Litigation in a court of competent jurisdiction
[] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Init.



§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

Init.



ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

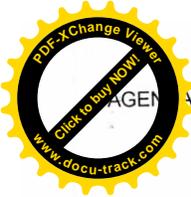
Architectural Fees	\$14,777.00
Fee for Coordination of Kitchen Equipment	\$ 3,034.00
TOTAL	\$17,811.00

Owner Requested Additive and/or Deductive Alternates are to be compensated per hourly rates in Article 11.3

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

11.2.1 Programming Completed & Paid

Init.



11.2.2 Measured Drawings:	\$ 750.00
11.2.3 Existing facilities surveys: RET AIA will assist in obtaining a Survey. Cost of Survey	Included in Basic Services By Owner
11.2.4 As-Constructed Record Drawings:	\$ 500.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates as Follows:

Robert E. Taylor, Architect	\$ 110.00 per hour
Senior Designer I	\$ 65.00 per hour
Designer	\$ 55.00 per hour
Office Manager / Bookkeeper	\$ 45.00 per hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Robert E Taylor, Architect	\$ 110.00
Senior Designer	\$ 65.00
Designer	\$ 55.00
Office Manager/Bookkeeper	\$ 45.00

Init.



§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

Expenses for reproduction of documents shall be reimbursable at a direct rate. Prints, \$3 per sheet. Specifications or data \$ 0.10 per page for 8-1/2" x 11" or 8-1/2" x 14"; \$0.20 per page for 11" x 17"; and \$0.30 per page for color

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$2,000.00

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Twenty-five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

0.00 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 RD Instruction 1942-A, Guide 27, Attachment 1, Attachment to AIA Document B101, 2007, Standard Form of Agreement Between Owner and Architect.

Init.



12.2 **Additional Services** Additional time to accomplish the Work, including Design changes, Re-Bidding, Additional Site Visits, extension of Contract Time, etc. will be accomplished on a hourly basis as follows.

Robert E. Taylor, Architect	\$ 110.00 per Hour
Senior Designer	\$ 65.00 per Hour
Designer	\$ 55.00 per Hour
Office Manager / Bookkeeper	\$ 45.00 per Hour
Consultants at 1.10% of Invoice Amount	

12.3 **Limited Liability**

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Clients' damages to the Design Professional's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

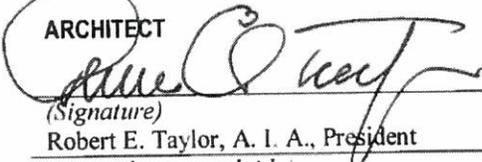
This Agreement entered into as of the day and year first written above.

OWNER

(Signature)
Mr. Vernon Myers, Mayor

(Printed name and title)

ARCHITECT



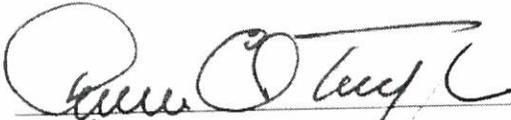
(Signature)
Robert E. Taylor, A. I. A., President

(Printed name and title)



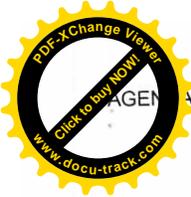
Certification of Document's Authenticity AIA® Document D401™ – 2003

I, Robert E Taylor, A. I. A., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:12:29 on 11/15/2013 under Order No. 4243826326_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

PRESIDENT
(Title)

15 NOVEMBER 2013
(Dated)



RD Instruction 1942-A
Guide 27
Attachment 1
Page 1

ATTACHMENT TO AIA DOCUMENT B101, 2007 *Standard Form of Agreement Between Owner and Architect*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Architect*," AIA Document B101, 2007. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 3, SCOPE OF ARCHITECT'S BASIC SERVICES

Add the words "and concurrence by the Agency" after "Owner's approval" in subparagraph 3.2.5, subparagraph 3.3.1 and subparagraph 3.4.1.

Delete subparagraphs 3.2.6 and 3.2.7
Add the following subparagraphs:

3.2.6. The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development Documents.

3.2.7. The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be reasonably necessary.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.1.

3.4.7 Prior to advertisement for bids, the Architect shall provide two sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, notwithstanding subparagraph 11.8. The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.



RD Instruction 1942-A
Guide 27
Attachment 1
Page 2

3.5 BIDDING OR NEGOTIATING PHASE SERVICES

Add the following paragraph:

3.5.2.2.6 The Architect shall furnish additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and may charge them a reasonable cost for such copies.

3.6 CONSTRUCTION PHASE SERVICES

Add the following to subparagraph 3.6.1.1 after the words "Contract for Construction": "and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4,".

Delete the first sentence of subparagraph 3.6.1.2 and substitute the following:

3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.

Delete the following words from subparagraph 3.6.1.3 after the word, "terminates": "on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the period of correction of the Work described in the Contract for Construction."

Add the following subparagraph to paragraph 3.6.1:

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner three sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

Add to subparagraph 3.6.2.1 following the first sentence, "Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency."



Add the following subparagraph to paragraph 3.6.2:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of test results shall be furnished upon request to the Owner, and the Agency.

Add the following subparagraph to paragraph 3.6.3:

3.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

Modify subparagraph 3.6.5.1 as follows: Add the following to the end of subparagraph: "Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computation in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work."

Delete subparagraphs 3.6.6.1, and substitute the following:

3.6.6.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a final report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 4, ADDITIONAL SERVICES

Delete items .3 and .6 from paragraph 4.3.2.

Insert the word "Architect" under the heading "Responsibility" for line items 4.1.11, 4.1.12, and 4.1.15 in the chart.

Add the following subparagraphs to paragraph 4.2 below the chart:

4.2.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.



RD Instruction 1942-A
Guide 27
Attachment 1
Page 4

4.2.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.2.3 Two sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect notwithstanding Subparagraph 11.8.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Article 5:

5.13 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 6, COST OF THE WORK

Add the following paragraph to Article 6:

6.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 8, CLAIMS AND DISPUTES

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.3.1.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

Insert the words "as mutually agreed" after "Termination Expenses" in subparagraph 9.7.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Add the following subparagraphs:

10.9: This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the



Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.10: If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 C.F.R. part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.11: The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

ARTICLE 11, COMPENSATION

Add the words "or representatives of the United States of America" after the words "Owner" in subparagraph 11.10.4.

Add the following subparagraph to paragraph 11.10:

11.10.5: The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8., which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.



RD Instruction 1942-A
Guide 27
Attachment 1
Page 6

ARTICLE 13, SCOPE OF THE AGREEMENT

Delete the word "both" from the end of the second sentence in subparagraph 13.1 and conclude the sentence with "Owner, Architect and Agency" .

SIGNATURE BLOCK:

Delete the signature block on page 18 of this Agreement and substitute the following:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____ By _____
Type Name _____ Type Name _____
Title _____ Title _____
Date _____ Date _____



ARCHITECT:

ATTEST: Tammy M Hurst By Robert E Taylor
Type Name Tammy M Hurst Type Name ROBERT E TAYLOR
Title Office Manager Title PRESIDENT
Date 15 November '13 Date 15 NOVEMBER 2013

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By _____
Type Name _____
Title _____
Date _____



Agenda Item

30



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-82 authorizing the execution of a Polling Location Agreement for the Price-Martin Community Center and a Memorandum of Understanding for Municipal Elections Services with the Putnam County Supervisor of Elections

SUMMARY:

2014 is an Election Year. The City of Palatka has, in the past, entered into polling location agreements and a Memorandum of Understanding for Elections Services for the primary and general elections with the Putnam County Supervisor of Elections.

The Price Martin Center is a polling location. The Supervisor of Elections requires its use on July 23 for poll worker training, August 26 for the Primary election, and November 4 for the General Election. This is the first agreement that is attached.

The second agreement I've attached is a Memorandum of Understanding for Election Services by and between the Putnam County Supervisor of Elections and the City of Palatka which sets forth the terms and conditions under which the Supervisor of Elections will conduct Palatka's municipal elections. The City moved its election date to coincide with County, State and Federal Elections a decade ago in order to save funds in light of new election laws that were put in place following the 2000 elections. There are few expenses associated with our elections provided we do not place referendums on the ballot, and do not hold any special elections.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of the Polling Location Agreement for Price Martin Center, and the MOA for Election Services between the City and the Putnam County Supervisor of Elections.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Polling Place Agreement	Exhibit
<input type="checkbox"/> MOU for Elections Services 2014	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 10:38 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 10:44 PM
City Manager	Czymbor, Michael	Approved	6/3/2014 - 10:52 AM
Finance	Reynolds, Matt	Approved	6/5/2014 - 8:49 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:07 PM



RESOLUTION NO. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF AN ELECTIONS POLLING LOCATION AGREEMENT FOR THE PRICE MARTIN CENTER, AND A MEMORANDUM OF UNDERSTANDING FOR ELECTIONS SERVICES BETWEEN THE CITY OF PALATKA AND THE PUTNAM COUNTY SUPERVISOR OF ELECTIONS FOR THE CONDUCT OF THE CITY OF PALATKA 2014 PRIMARY AND GENERAL ELECTIONS.

WHEREAS, the City of Palatka holds its general election and, if necessary, its primary election in even years to coincide with county, state and federal elections; and

WHEREAS, Section 26-11 of the Palatka Municipal Code states the Putnam County Supervisor of Elections shall serve as supervisor of elections for the City of Palatka; and

WHEREAS, The Price Martin Center, which is owned by the City of Palatka, is a designated polling place; and

WHEREAS, Charles L. Overturf, III, the Putnam County Supervisor of Elections, has expressed a desire to enter into a Polling Place Agreement for the use of the Price Martin Center on July 23, August 26 and November 4, 2014 for the conduct of poll worker training, primary and general elections; and

WHEREAS, the Supervisor of Elections has also expressed a desire to enter into a Memorandum of Understanding (MOU) for Elections Services between his office and the City of Palatka in order to set forth the terms and conditions under which services will be provided by the Supervisor of Elections and to set forth the responsibilities of both parties; and

WHEREAS, the City deems it reasonable and necessary to enter said Polling Place Agreement and Elections Services MOU with Charles L. Overturf, III, Putnam County Supervisor of Elections, for the conduct of the 2014 City of Palatka Municipal Elections..

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

1. That the City Manager and City clerk are hereby authorized to execute and Attest the Polling Location Agreement for the Price-Martin Center for the 2014 elections, and the Memorandum of Understanding for Elections Services by and between the Putnam County Supervisor of Elections and City of Palatka for services necessary for the conduct of the 2014 City of Palatka Municipal Elections and any election-related services the City may require over the two year period following the execution of said Memorandum of Understanding.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of June, 2014.

CITY OF PALATKA



Putnam County Supervisor of Elections Polling Location Agreement

The parties to this Agreement are the Putnam County Supervisor of Elections (the "SOE") and Price Martin Community Center (the "Polling Place"), and is dated May 5, 2014.

I. The Polling Place agrees to provide full access to the facility that is agreed upon by the SOE and Polling Location; which is the Price Martin Community Center. Provide to the SOE the name and telephone number of someone owning or controlling the location. This Agreement shall be for, but is not limited to, the following dates for the 2014 election cycle:

- ❖ Primary Election - Tuesday, August 26, 2014
- ❖ On-Site Poll Worker Training - Wednesday, July 23, 2014 from 9:30am-12:30pm
- ❖ General Election - Tuesday, November 4, 2014

II. The Polling Place agrees to:

1. Allow access to the polling area from 5:30 a.m. to approximately 9:30 p.m. on each above-scheduled Election Date. Should polling hours be extended by the Governor of Florida for any election, the Polling Place agrees to provide use of the location beyond these hours as needed to complete that election.
2. Allow voters and poll workers use of the parking lot at the site of the Polling Place, and to provide as many parking spaces as possible to allow maximum parking for voters and poll workers. If the parking lot has an access gate, then the gate must be opened at 5:30 a.m. and remain open for public access until approximately 9:30 p.m. (or longer as needed if voting hours have been extended by the Governor of Florida).
3. Provide for the opening and closing of the facility and/or parking lot for: 1) poll worker training classes (2) delivery and pickup of voting equipment; 3) for Election Day voting. Either a key must be provided to the SOE or an employee of the owner of the Polling Place must be made available and responsible for the opening and closing of the facility and/or parking lot. **If this duty is given to an employee or designated contact person of the owner of the Polling Place, then that person must be available at the time and date to be decided by the SOE for both the delivery and pickup of voting equipment. Also, if this duty is given to an employee or designated contact person, then that person must be present at 5:30 a.m. to open the facility and return after the polls close at approximately 9:30 p.m. on the day of the election. Should the voting hours be extended by law or by the Governor, then these designated times could also be extended. On the day of training or delivery and pickup of equipment, that person must be present at least 30 minutes prior to the scheduled time of event. The name and phone number(s) of the employee or contact person must be provided to the SOE and the Precinct Clerk designated by the SOE at the time of this agreement. If the contact name and contact information changes at any time, the SOE must be notified immediately and in the manner set forth in Section IV. 2, below.**

Note: a key is preferred by the SOE, it makes it easier for everyone.

4. Provide access to a telephone and/or fax line that may be used on Election Day by the Precinct Clerk for communication to the SOE.



5. **If the Polling Location is a Drop Zone on Election Night**, allow the hours to be open to extend past 9:30 p.m. and allow the use of a telephone line to upload the results to the SOE.
6. Receive the voting equipment on, but not before a week prior to the scheduled election.

Please check one:

- _____ (a) Allow voting equipment to be picked up within seven business days following the election. *(Note: the SOE will endeavor to pickup within two (2) to three (3) days after Election Day);*
- _____ (b) Allow voting equipment to be kept and stored in a secure location at the polling place between the primary and general election.
7. The Polling Place will be contacted by the SOE's contracted delivery company and/or SOE to schedule delivery and pickup of the equipment.
 8. Provide secure storage space for the delivered voting equipment in the voting room or in a secure space as close as possible to the voting room.
 9. Accommodate the required configuration of the voting room. Permit the rearrangement of any furniture in the facility, such as allowing extra tables, chairs, and/or other objects to be stored out of the way.
 10. Allow the use of tables and/or chairs, if applicable, on Election Day & Training Day.
 11. Allow the use of kitchen amenities, if applicable, to the poll workers on Election Day.
 12. Allow the use of restrooms for poll workers on Election Day.
 13. The Polling Place shall neither place nor provide partisan or political messages or materials at the Polling Place on Election Day, unless outside the 100-foot boundary required by law.
 14. With the exception of Church owned property, allow the public to campaign 100 feet or more from the building that houses the voting area, even if the area is still on Polling Place's property.
 15. Permit placement of election signage specific for the needs of the precinct at/on the location on Election Day.
 16. Permit photographs taken by Elections Officials prior to and on Election Day to be included in but not limited to, in newsletters and publications generated by the SOE and/or the Putnam County SOE web site.
 17. Allow the SOE to perform minor, temporary modifications and enhancements to the polling site to ensure complete access to voters with disabilities and to comply with the requirements of the Americans with Disabilities Act. These enhancements will be made with prior knowledge and approval of the Polling Place.



18. Allow the SOE to hold poll worker training classes at the polling location on a day and time designated prior to an election cycle.

III. In return, the Putnam County Supervisor of SOE agrees to provide the following to the Polling Place:

1. Provide general liability insurance in the amount of \$100,000.00 to the Polling Place for voters and
2. SOE employees occupying the site during the Election Day.
3. The SOE is subject to the provisions of section 768.28, Florida Statutes.
4. Deliver and pick up voting equipment at prearranged times before and after each election or as stated. (see section II.7. above)
5. Remove all posted election signs at/on the location at the close of the polls on Election Day.
6. Return any furniture that was moved prior to Election Day by an Elections' Official after the close of the polls.
7. In the event that the furniture is too heavy for poll workers to move, the facility staff will be responsible for the movement of the furniture.
8. Provide all supplies needed for voters on Election Day.
9. Maintain security of facility by protecting any access code(s) or key(s) provided to the Election Office by the Polling Place.

IV. The Parties agree to the following:

1. Upon the SOE's delivery of a signed agreement, the facility rental fee (if any), and the evidence of insurance, this Agreement cannot be cancelled by the Polling Place for convenience, and this Agreement shall be binding on successive owners of the Polling Place.
2. Any notices required for this Agreement shall be sent via overnight delivery or certified mail (return receipt requested) to the Polling Place at the facility address, and to the SOE at 2509 Crill Ave., Suite 900, Palatka, Florida 32177.
3. This Agreement is not assignable by the SOE.

The persons signing this Agreement are authorized to do so on behalf of each party.

This Agreement may be signed in counterpart and via facsimile signature, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement signed, delivered, and dated on the date first set forth above:

By: _____
 Printed Name: _____
 Title: _____

By: _____
 Charles L. Overturf III
 Supervisor of Elections
 Putnam County, Florida



**MUNICIPAL ELECTIONS MEMORANDUM OF UNDERSTANDING
FOR ELECTION SERVICES BY AND BETWEEN
THE PUTNAM COUNTY SUPERVISOR OF ELECTIONS AND
THE City OF Palatka**

THIS AGREEMENT, is made and entered into this ____, day of _____, 20 ____, effective upon execution, by and between the Putnam County Supervisor of Elections an elected constitutional officer (hereinafter "SOE"), and the _____ (hereinafter "Municipality"), a municipal corporation, chartered and organized in accordance with the laws of the State of Florida. Florida Statutes hereinafter referred to as "F.S.". County, state, special or federal elections hereinafter referred to as "county election".

WHEREAS, Chapters 97-106, Florida Statutes, constitutes the Florida Election Code. which applies to municipalities; and

WHEREAS, Section 100.3605, Florida Statutes, provides that the Florida Election Code applies to a municipality's election in the absence of any special act, charter, or ordinance; and

WHEREAS, The Municipality has requested the assistance of the SOE in conducting the Municipal elections and the SOE is agreeable to providing such election services;

WHEREAS, the Municipality and the SOE want to work together to provide for municipal elections and to allocate responsibilities, costs and terms between the parties to ensure that all applicable laws, rules, special acts, charters, or ordinances are followed.

IT IS HEREBY AGREED, in consideration of mutual covenants and promises contained in this agreement, and for the mutual benefits of the parties, as follows:

1. PURPOSE

This Agreement sets forth the terms and conditions under which services will be provided by the SOE to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Primary, Special and Recount elections as necessary as well as to the Post Election Audit.

2. DATE(S) OF ELECTIONS)

The date(s) of any and all election(s) will be determined and agreed to prior to the date of the election(s). Even year elections will be held in conjunction with a regularly scheduled county election set by state statutes.

The Municipality shall not call any election, or any Special election, or set any election date, without first providing to the SOE at least 60 day notice of same, and confirmed by written notice of the proposed election, to make sure as to a date when the registration books and equipment can be available; and to schedule all election deadlines prior to advertising such election. The SOE will send a written notice of agreement for the specified election(s).



Note: Any unexpected vacancy is an exception for the 60 day notice, but a municipality must notify the Supervisor of Elections immediately upon the unexpected vacancy so that the election date and deadlines can be determined with both parties prior to the municipality advertising the vacancy.

3. CANVASSING BOARD FOR MUNICIPAL ELECTIONS

County Canvassing Board

The County Canvassing Board is responsible for the canvassing and certifying county, state, federal, and also municipal elections when the municipal election is held in conjunction with a county, state, federal, or special county state, or federal election. However, in such cases the city may observe the canvass and protest any procedure used by the county as provided by law. As such, a city may not canvass a county election when the city and county elections appear on the same ballot.

****Note:** Division of Elections Opinion DE 95-05; DE 96-02; also reference 102.141F.S.-County Canvassing Board; duties.

Municipal Canvassing Board

A municipal canvassing board is only responsible for canvassing and certifying the election when the municipal election is not held in conjunction with a county election.

4. MANUAL AUDIT PERFORMED IMMEDIATELY AFTER CERTIFICATION OF ELECTION RESULTS

Pursuant to 101.591 F.S., immediately following the certification of each election, the county canvassing board or the local board responsible for certifying the election shall conduct a manual audit of the voting systems used in randomly selected precincts:

- The County Canvassing Board shall conduct the manual audit if the municipal election is held in conjunction with a county election.
- The Municipal Canvassing Board shall conduct the manual audit when a municipal election is not held in conjunction with a county election.

If a Municipal election is held in conjunction with a scheduled County election, the Municipality shall be responsible only for the additional costs as stated in this section.

5. BALLOT PROOFING BY THE MUNICIPALITY

A Municipality shall as soon as possible at the end of qualifying, verify and approve in writing all ballots prepared and created by the SOE prior to being printed for distribution to electors.

SOE shall prepare and create each ballot style layout for each precinct involved in the specified election: send the prepared draft ballot(s) to the Municipality for verification of contents; send



the layout to the printer/service provider; the printer will produce a proof/draft to be given to the municipality for written verification of approval again. The municipality will make sure that all information on the ballot is correct by checking for: correct race and district number (if applicable); candidate name spelled correctly; on audio ballot, name read correctly using the phonetics spelling supplied by the Division of Elections; candidate names in alphabetical order for each race; candidate in the correct race he/she qualified for; all words on ballot spelled correctly; oval in the correct spot; ballot heading is correctly worded; race title is correct; date of election is correct; punctuation correct; instructions on ballot are correct; each race has the correct number of candidates to “vote for” listed below title of each race, example: vote for one, or vote for two, et cetera.

6. SOE RESPONSIBILITIES FOR MUNICIPAL ELECTION ON COUNTY ELECTION

- A. SOE to Meet with Town/City Clerk or Assistant (when applicable) to go over process of:
 - (a) setting up election calendar with deadlines/dates for municipal election
 - (b) qualifying candidates
 - (c) absentee ballots
 - (d) petition verification and fees
 - (e) advertising
- B. SOE to notify and contract with polling places; and pay (if applicable) rental on all polling places
- C. SOE is to provide insurance coverage for polling places and poll workers at all relevant times through the County risk management policies
- D. SOE to collect petition verification fees subject to F. S.
- E. SOE to appoint, train, and pay all poll workers prior to each election as set by statutes and rules
- F. SOE shall print ballots after Municipality has verified and approved ballot proof to printer/service provider
- G. SOE to conduct absentee voting for municipal election held in conjunction with county election
- H. SOE to prepare and conduct testing of all voting system equipment and for the L&A Testing



- I. SOE to prepare and test “evid” (electronic voter identification) unit for voter check in
 - J. SOE to conduct required audits, with one member of the canvassing board to be present at all times
 - K. SOE to provide security procedures for municipal election as required by F.S.
 - L. SOE to conduct early voting
 - M. SOE to compile election day results and provide results to the county canvassing board and to the Municipality
 - N. SOE to provide advertising as required by F.S.
 - O. SOE to approve and schedule poll watchers (when applicable)
- 7. SOE RESPONSIBILITIES FOR MUNICIPAL ELECTION NOT ON COUNTY ELECTION**
- A. SOE to Meet with Town/City Clerk or Assistant to go over process of:
 - (a) setting up election calendar with deadlines/dates for municipal election
 - (b) qualifying candidates
 - (c) absentee ballots
 - (d) petition verification and fees
 - (e) advertising
 - B. SOE shall notify and contract with polling places for each election
 - C. SOE to collect petition verification fees subject to Florida Statute
 - D. SOE to collect cost of signature verification on absentee ballots, when over 100 signatures submitted for verification — 10 cents per signature.
 - E. SOE to recruit, appoint, and train, all poll workers prior to each election as set by statutes and rules.
 - F. SOE shall print ballots after Municipality has verified and approved ballot proof to printer/service provider
 - G. SOE to conduct required audits, with one member of the canvassing board to be present at all times
 - H. SOE to provide security procedures for municipal election as required by F.S.



- I. SOE to compile election day results and provide results to the county canvassing board
- J. SOE to provide advertising as required by Florida Statute
- K. SOE to conduct absentee voting for all municipal elections
- L. SOE to prepare test deck required by law, of municipal election ballots and ready equipment for municipality to conduct logic and accuracy testing of all voting system equipment

8. MUNICIPALITY RESPONSIBILITIES FOR MUNICIPAL ELECTION ON COUNTY ELECTION

- Municipality shall advertise notice of elections per in accordance with its municipal code after SOE approval of the election date set.
- Municipality shall verify all ballot proofs, and approve in writing, prior to printing.
- Municipality shall pay all additional costs associated with a municipal election as billed by the SOE or as invoiced by service provider, as mutually agreed upon in advance of the incurrence of cost.

9. MUNICIPALITY RESPONSIBILITIES FOR MUNICIPAL ELECTIONS NOT ON COUNTY ELECTION

- A. The Municipality may pay the actual cost, as billed by the SOE or service provider/vendor for all municipal elections **not** held in conjunction with a county election. Costs will be pro-rated at current market price for such materials or services. Costs incurred including, but not limited to:
 - Cost of poll workers training
 - Cost of poll workers election day salary; plus mileage to & from elections' office to pick up and return election supplies, affidavits, election results, and accounting forms
 - Cost of poll worker supplies
 - Cost of any election day poll supplies
 - Cost of Civilian and Military Absentee Envelopes, both outgoing and return certificate envelopes
 - Cost of Absentee Secrecy Sleeves
 - Cost of production of precinct register
 - Cost of audio ballot



- o Cost of paper ballots and test decks
 - o Cost of postage for: poll worker notifications; absentee ballots; miscellaneous letters
 - o Cost of legal ads, regular election notice ads, and sample ballot ad in local newspaper
 - o Cost of any supplies used for optical scan or touch screen voting units (example: batteries; rolls of paper tape (plain or thermal); security seals for machines and election day containers/bags/cases; election supplies and affidavits)
 - o Cost of overtime for elections' office staff. The purpose and employee charging overtime will be documented for payment. Overtime will be calculated using the employee's current hourly rate of pay. (Note: Elections' Office employees are paid for 7 1/2 hours per week day, Monday through Friday. Anything over 37 1/2 hours a week is paid straight time up to 40 hours, then anything over that is time and a half.)
 - o Cost of polling place rental (if applicable)
 - o Cost of election day support (if applicable)
 - o Cost of delivery and pick up of election equipment to and from polling place
- B. Municipality to pay rental fees (if applicable) on all polling places contracted by SOE for municipal elections (if applicable).
- C. Municipality shall verify all ballot proofs, and approve in writing, as soon as possible, prior to printer/service provider printing. Municipality shall give advance notice to the elections' office for confirmation of receipt, by calling prior to sending either the email or the fax.
- D. Municipal Canvassing Board shall conduct the Logic and Accuracy Testing (L&A Test) of the voting system to be used for each election. The Putnam County Supervisor of Elections' Office will prepare the L&A test deck of the municipal ballots, and the voting equipment that will be used for each election. The Putnam County Supervisor of Elections' will host this event in the Putnam County Supervisor of Elections' Office located at 2509 Crill Avenue, Suite 900, Palatka, at a time set by the SOE when preparing the election schedule and calendar of election events for a specified election. The SOE will notify a municipal clerk of the time, date, and place for the municipal clerk to notify municipal candidates and/or committees, and municipal canvassing board.
- E. Municipal Canvassing Board is to provide insurance coverage for polling places and poll workers at all relevant times through the City risk management policies.

Note: When multiple municipalities have contested races on the same ballot, the municipalities' cost will be pro-rated by the number of municipalities on the same ballot. The pro-rated cost



shall be calculated using the number of voters registered in a municipality and the cost of production, preparation and delivery of those ballots.

Whenever a Municipality shall call a special, annexation, or mail ballot election, or when a recount of a municipal contest or measure is necessary pursuant to law, the Municipality shall pay the actual cost, as billed by the SOE or service provider.

10. INDEMNITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend, and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with its performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of the office of the SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity. The Municipality shall defend legal challenges relating to its municipal election, including election contests, and shall be fully responsible for all legal costs for such defense of the Municipality and the SOE.

11. TERM

This Agreement shall begin on the effective date _____, 20___, and continue for a term of two (2) years. It shall be automatically renewed in accordance with the same terms and conditions set forth herein or may be modified by mutual agreement of the parties. This Agreement may be terminated by either party by providing thirty (30) days written notice.

12. CHANGES IN LAW

In the event a change in law abrogates or modifies any provisions or applications of this Agreement, the parties agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

13. MODIFICATIONS

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties.



14. NOTICES

All formal notices affecting the provisions of this Agreement may be delivered in person, regular mail, or registered mail, or a recognized overnight courier, to the individual designated below.

For the SOE:
Charles L. Overturf III
Putnam County Supervisor of Elections
2509 Crill Avenue, Suite 900
Palatka, Florida

For the Municipality:

_____, Florida 32____

15. SEVERABILITY

If any clause, section or provision of this agreement shall be declared unconstitutional, invalid or unenforceable for any cause or reason, the remaining portion of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective

_____, 20__.

SUPERVISOR OF ELECTIONS

Charles L. Overturf III
Putnam County Supervisor of Elections

Date: _____

_____, MAYOR
_____, Florida

Date: _____

ATTEST:

CITY CLERK

(Seal)



Agenda Item

3 d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2014-83 declaring 2202 Eagle Street & 300 S. 9th Street to be surplus and directing the City Manager to dispose of surplus property in accordance with City administrative procedures.

SUMMARY:

The City has acquired 2202 Eagle Street and 300 South 9th Street. Both properties lie within the Community Redevelopment Area and are candidate sites for single family redevelopment projects. The 300 South 9th Street property has been cleared and grubbed and a sign erected. Multiple parties have expressed an interest with one submitting a Letter of Interest to utilize the Transformation Redevelopment Incentive Program as a mechanism to finance the improvements leading to the sale of the property. Staff is in the process of reviewing this application and requesting additional information.

RECOMMENDED ACTION:

Adopt the resolution declaring 2202 Eagle Street & 300 S.9th Street to be surplus and directing the City Manager to dispose of surplus property in accordance with City administrative procedures.

ATTACHMENTS:

Description	Type
Surplus Property Request	Backup Material
Surplus Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	6/2/2014 - 4:27 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 6:16 PM
City Manager	Czymbor, Michael	Rejected	6/3/2014 - 10:55 AM
Grants & Projects	Griffith, Jonathan	Approved	6/3/2014 - 12:06 PM
City Clerk	Driggers, Betsy	Approved	6/4/2014 - 6:39 PM
City Manager	Czymbor, Michael	Approved	6/5/2014 - 7:47 AM
Finance	Reynolds, Matt	Approved	6/5/2014 - 8:50 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:04 PM



SURPLUS PROPERTY REQUEST

To: Michael J. Czymbor, City Manager
From: Jonathan C. Griffith, Project Manager
Dept: Community Redevelopment Agency
CC: Betsy Driggers, City Clerk; Matt Reynolds, Finance Director
Date: 5/30/14

**This is a request to declare the following property as surplus, for disposal:
(attach extra sheet if necessary)**

Item/Description

1. 2022 Eagle Street, Palatka FL 32177 Parcel ID# 37-10-26-6850-3650-0100
2. 300 South 9th Street, Palatka FL 32177 Parcel ID# 42-10-27-6850-1560-0160

DISPOSITION: All surplus property will be disposed of at on-line auction. If you have an alternative disposal request, please state your request here (attach another sheet if necessary):

I suggest the City advertise a Request for Proposals for 300 South 9th Street and accept sealed competitive proposals. The City and Community Redevelopment Agency (CRA) may then evaluate proposals based upon intended use, quality of the restoration/rehabilitation work proposed, purchase price and any financial or in-kind assistance requested of the City and/or CRA.



RESOLUTION NO. 2014

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
DECLARING CERTAIN PROPERTY TO BE SURPLUS AND
DIRECTING THE CITY MANAGER TO DISPOSE OF
SURPLUS PROPERTY IN ACCORDANCE WITH CITY
ADMINISTRATIVE PROCEDURES**

WHEREAS, Florida Statute 274.05 provides government units with the authority to classify as surplus any of its property that has not been otherwise lawfully disposed of, that is obsolete, or the continued use of which is uneconomical or inefficient, or which serves no useful function, and to dispose of said property through sale or donation;

AGENDA - CITY OF PALATKA June 12, 2014 Page 54 of 218

Item Number: 7
Attachment Number: 2

WHEREAS, The City of Palatka (the City) owns certain property described as follows:

- (1) 2022 Eagle Street, Palatka FL 32177 Parcel ID# 37-10-26-6850-3650-0100;
 - (2) 300 South 9th Street, Palatka FL 32177 Parcel ID# 42-10-27-6850-1560-0160;
- and

WHEREAS, the City desires to see the properties redeveloped and back on the tax rolls in the form of single family ownership; and

WHEREAS, City Staff has recommended that the property be deemed surplus items; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to declare the property described herein to be surplus property for disposal in accordance with administrative procedures.

NOW, THEREFORE, Be it resolved by the City Commission of the City of Palatka, Florida, as follows:

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The property described herein is declared to be surplus property to be disposed of in accordance with administrative procedures;
- Section 3: The City Manager is hereby authorized to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

PASSED AND ADOPTED this 12th Day of June, 2014, by the City Commission of the City of Palatka, Florida.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM AND
LEGALITY:**



Agenda Item

3e



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-84 authorizing the waiver of the code enforcement daily fine in the amount of \$27,550.00 for 619 South 18th Street, and assessing cost of prosecution in the amount of \$354.64 if the fine is paid within 30 days of this action; or \$380.75 if not paid within 30 days.

SUMMARY:

A daily fine of \$25/day began accruing on this property on August 22, 2007 for electrical code violations [See Findings of Fact, Conclusions of Law]. The fine ran until August 27, 2010 when the property was brought into compliance when the power was removed from the house.

J.J. Gullett from Gullett Title is asking that the entire lien amount be waived as they have a contract to sell the property. He is stating that the City lien is inferior to the mortgage and therefore should be waived. The Code Enforcement Board voted to recommend to the City Commission that the fine be forgiven except for the Cost of Prosecution.

RECOMMENDED ACTION:

Adopt the resolution authorizing the waiving of the daily code enforcement fine in the amount of \$27,550.00 for 619 South 18th Street and assessing cost of prosecution in the amount of \$354.64 if fine is paid within 30 days of this action, ir \$380.75 if not paid within 30 days.

ATTACHMENTS:

Description	Type
Resolution	Resolution
Fact Sheet	Cover Memo
Approved Minutes	Cover Memo
Transcribed Minutes of CEB	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	6/3/2014 - 3:19 PM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:01 PM
City Manager	Czybor, Michael	Approved	6/5/2014 - 12:30 PM



RESOLUTION NO. 2014 – 10- 84

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A REDUCTION IN THE AMOUNT OF CODE
ENFORCEMENT FINES ASSESSED TO 619 SOUTH 18TH STREET
IN THE AMOUNT OF \$27,550.00 AND ASSESSING COST OF
PROSECUTION**

WHEREAS, after due notice to the property owner of 619 South 18th Street was provided, the Palatka Code Enforcement Board levied a daily fine of \$25/day upon said property as it was found that the property was in violation of Section 30-32 of the Palatka Municipal Code, according to the Finding of Fact, Conclusions of Law and Order dated September 26, 2012; and

WHEREAS, J.J. Gullett from Gullett Title, has made a request to the Palatka Code Enforcement Board, to reduce the Code Enforcement Fine, as the property has been brought into compliance and the daily fine stopped accruing on August 27, 2010 once power was turned off to the property; and

WHEREAS, at its regular April 23, 2014 meeting, the Palatka Code Enforcement Board voted unanimously to recommend to the Palatka City Commission to waive the \$27,550.00 accrued fine, excluding the cost of prosecution in the amount of \$354.64 if the fine is paid within 30 days of this action and recording of the lien is not required, or \$380.75 if not paid within 30 days and recording of the lien is required; and

WHEREAS, the Palatka City Commission finds that the approval of the recommended reduction in fine described herein is in the best interest of the property owner, the City of Palatka and its citizens, and deems it appropriate to reduce the amount of Code Enforcement Fine imposed upon 619 South 18th Street as recommended by the Palatka Code Enforcement Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA, that the daily Code Enforcement Fine totaling \$27,550.00 that is levied against 619 South 18th Street be waived; however, the cost of prosecution of either \$354.64, provided the reduced fine and cost of prosecution is paid within 30 days after passage of this Resolution, or \$380.75 if the fine is not paid within 30 days of the passage of this Resolution and recording of the lien is required, are to remain assessed.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of June, 2014.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:



**CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 07-135

vs

FILE #: 0000628815

Elizabeth Radcliff Hatcher, respondent(s)

Page 1 of 1

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came before the Board for public hearing on July 25, 2007 and the Board having been presented with supporting evidence and inspection reports there-upon issues its Findings of Fact, Conclusions of Law and Order as follows:

I. FINDINGS OF FACT:

1. The Respondent(s) are the owners of property described as 619 S 18th Street, parcel number 12-10-26-6850-4030-0060, of the City of Palatka, Putnam County, Florida.
2. The Respondent(s) were properly notified that the above-described property needed to be brought into compliance within a given time, and has failed obtain an electrical permit within a given time.

II. CONCLUSIONS OF LAW:

1. The Respondent is in violation of Section 18-82 Electrical Code Violations.

III. ORDER

1. The \$25.00 per day fine is hereby assessed against the above-described property effective August 22, 2007.
2. Administrative costs will be assessed at a later date.

DONE AND ORDERED this 25th day of July, 2007, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF
PALATKA FLORIDA

BY Kenneth Downs
Kenneth Downs, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by Certified mail to the Respondent and/or authorized counsel, Elizabeth Radcliff Hatcher, 619 S 18th Street, Palatka, FL 32177, this 23rd day of August 2007.

Prepared by:
Deborah Banks
City of Palatka
201 N 2nd Street
Palatka, FL 32177



Deborah Banks
Deborah Banks, Code Enforcement Supervisor



CITY OF PALATKA CODE ENFORCEMENT BOARD MEETING MINUTES April 23, 2014

Meeting called to order at 4:12 p.m. by Chairperson LaSandra Williams.

Members present: Michael Gagnon, Pat Wilson, John Lyon and Andrew Kiley.

Members absent: Leroy Miles, Johnny Brown, Betty Kelly and Sandra Smith.

Also present: Code Enforcement Officer Elizabeth Hearn, City Attorney Don Holmes and Recording Secretary Meghan Warman.

Motion by Andrew Kiley and seconded by Michael Gagnon to accept the minutes of the February 26, 2014 meeting. All voting members were in favor, motion carried.

LaSandra Williams read the appeal procedure and swore in City staff testifying at the hearing.

CONSENT AGENDA

OLD BUSINESS

Case 200700135 619 S 18th Street
Owner: Elizabeth Radcliff-Hatcher/ TD Bank N A
Section 18-82 Electrical Code Violations
Daily Fine of \$25 per day x 1102 days - \$27,550.00
Costs of Prosecution \$354.64 or \$380.75

Ms. Hearn requested the Board assess the accrued daily fine and costs of prosecution, property deemed in compliance when electrical power was removed in August 2010.

J.J. Gullett of Gullett Title, 401 St Johns Avenue, Palatka, Florida on behalf of TD Bank. He requested the entire lien amount be forgiven. They currently have a contract to sell the property. The City lien is inferior to the mortgage.

Mr. Holmes recommended that the case be referred to the City Commission to waive the daily fine.

There was a lengthy discussion in regards to when T D Bank filed to foreclose and that the City's lien was missed and what the next action that could be taken.

Motion made by John Lyon and seconded by Andrew Kiley to recommend to the City Commission to forgive the fine except for the cost of prosecution. Pat Wilson asked for clarification on what they were voting for. It was discussed and put to a vote again. All present voted affirmative. Motion carried.

NEW BUSINESS

Case 201300020 607 N 18th Street (37-10-26-6850-3240-0030)
Owner: Bessie G. DeLoach; C/O James DeLoach
Section 30-32 Weeds, Debris, Prohibited Conditions

Ms. Hearn testified to dates and actions and presented photo evidence on this case. She recommended that if the violation is not corrected by the May 28, 2014 CEB meeting a daily fine in the amount of \$25.00 be enacted.



Code Enforcement Board
April 23, 2014 Meeting Minutes
Page 2 of 2

Motion made by Andrew Kiley and seconded by John Lyon to find that the code violations alleged by the Code Enforcement Officer in fact exist and that if the violations are not corrected by May 28, 2014, a fine in the amount of \$25.00 per day be assessed. All members present voted affirmative, motion carried.

Case 201300021 511 N 8th Street (42-10-27-6850-0730-0040)
Owner: Heirs of Georgia White and Evelyn Bryan;
C/O Georgia V. McKinnon
Section 94-193 Parking or Storage of Unlicensed Vehicles
Section 30-32 Weeds, Debris, Prohibited Conditions
Section 94-261 (6) Off-Street Parking

Ms. Hearn testified to dates and actions and presented photo evidence on this case. She recommended that if the violation is not corrected by the May 28, 2014 CEB meeting a daily fine in the amount of \$25.00 be enacted.

Motion made by Pat Wilson and seconded by John Lyon to find that the code violations alleged by the Code Enforcement Officer in fact exist and that if the violations are not corrected by May 28, 2014, a fine in the amount of \$25.00 per day be assessed. All members present voted affirmative, motion carried.

Case 201300024 2117 President Street (12-10-26-7430-0010-0060)
Owner: Lois B. Tallman
Section 18-242 Unsafe Building Violation
Section 30-32 Weeds, Debris, Prohibited Conditions

Ms. Hearn testified to dates and actions and presented photo evidence on this case. She recommended that if the violation is not corrected by the May 28, 2014 CEB meeting a daily fine in the amount of \$25.00 be enacted.

Motion made by Pat Wilson and seconded by Andrew Kiley to find that the code violations alleged by the Code Enforcement Officer in fact exist and that if the violations are not corrected by May 28, 2014, a fine in the amount of \$25.00 per day be assessed. All members present voted affirmative, motion carried.

OTHER BUSINESS

With no further business, meeting adjourned at 4:46 p.m.



Case 200700135

619 S 18th Street

Owner: Elizabeth Radcliff-Hatcher/ TD Bank N A

Section 18-82 Electrical Code Violations

Daily Fine of \$25 per day x 1102 days - \$27,550.00

Costs of Prosecution \$354.64 or \$380.75

3:38

J.J. GULLETT: Madam Chairperson, members of the Board if I may... Good Afternoon. I am here on behalf of TD Bank. TD Bank wishes actually to apply to have the entire lien amount forgiven. We are not going to argue that the violation did exist at the time. We are simply here asking for forgiveness on the basis of a matter of law. In your packet now, just a few things, but if we want to turn to page 7, just a little checklist that my firm does when we look at these. The code enforcement lien originally that the fine is based on that is some twenty seven and a half thousand dollars, which was filed in August 2007. An action to start foreclosure was commenced by TD Bank August 2011 based on a mortgage from 1999. In the foreclosure, the foreclosure admitted serving the City of Palatka for the...because the Code Enforcement lien was not picked up. Now, TD Bank currently has a contract to sell this property and wishes to let...we actually had one a year ago with the same individual and at that time the fees coming out for the Code Enforcement lien were upwards of \$55,000 which made it impossible for TD Bank to consummate this sale. So, an action to force the City of Palatka to redeem... basically the City of Palatka and of course if I need to turn it over to Don to chime in any time, Mr. Holmes may let me know, but the City of Palatka...the Code Enforcement lien does not have a priority over that which the mortgage from TD Banks predecessor First Federal has. TD Bank is able to reopen the foreclosure, file a suit to compel. In essence force the City of Palatka to redeem the mortgage of close to about sixty thousand dollars in order to enforce this lien. Otherwise, the City of Palatka's Code Enforcement Board lien would be wiped away.

ANDREW KILEY: Sir, what happened last year when you couldn't consummate this sale? Why didn't you pursue it as a tort?

J.J. GULLETT: It was turned back over to the original foreclosing firm and sat inactive...um...and I...the automatic time to re-file for the listing side of selling the property by TD Bank with its real estate agent kicked in, they re-listed the property near the end of last year and well, we got the contract in about a month ago, the same issue popped up and we realized the foreclosing...the original foreclosing firm did



not go back in and rectify and notice the City of Palatka that the lien was going to be foreclosed on. So we figured at this juncture we would like to get this young lady who is actually down in Florida on Spring Break... and we spoke to her Friday of last week. She is anxious to get her hands on this property so she can bring it up to code and live in this property is what her plan is so... So in the essence of time and the additional cost to the city...to answer and defend a suit to compel or redeem the \$60,000 mortgage which um... I don't believe you guys would want to do. We came up with...we will ask the Board for forgiveness of the fine amount. The fines did start taking place as you can tell back in 2007 and we did not start foreclosure... TD Bank did not start foreclosure until 2011. The lien was definitely of record at the time...and from Ms. Hearn's testimony she said it was 2010 when the electricity was turned off. TD Bank did not acquire title after the foreclosure until May 2012.

JOHN LYON: When did they do foreclosure proceedings?

J.J. GULLETT: They started or commenced in August 2011.

JOHN LYON: And they took property when?

J.J. GULLETT: In May 2012.

JOHN LYONS: The reason I ask that question is because a lot of these properties they are foreclosing on...these banks are foreclosing on and they are not taking ownership of the property which causes fines to keep on going on the person that owns it on record. And...um...that's a big issue. There are a lot of houses like that right now. So whenever someone comes back to it the house isn't going to be, I mean, the fine is going to be worth more than the house is worth. That's a big issue that happening, I don't know...

[inaudible]

JOHN LYONS: What's the sale price on the house?

J.J. GULLETT: The current, or the new sale price, is in the \$20,000 range. I will verify that for you right now. Make sure I am correct. Our contract is for \$24,700. But as your point, Mr. Lyons, this foreclosure took roughly 8 or 9 months, which is quite speedy...



LIZ HEARN: Yes, that's very quick...

PAT WILSON: And you are saying there is a mortgage on the house for \$60,000 something? And the house is worth \$24,000?

J.J. GULLETT: They are selling it for \$24,000. The mortgage originated in 1999. And it was for \$57,000 in 1999. So after...if we are talking 2011 commencing foreclosure... we know it's had code issues since 2007...2010...so sometime between 2009 and 2010 there was no power so we know payments hadn't been made. The judgment of the foreclosure is in your packet. You can see the valance on page 12...the balance, the first balance is about \$26,000 but under..ah...under a case in 1996 [inaudible] cities only have to...or the junior lien holders only have to redeem their lien up to the amount of the mortgage debt, not any court costs or foreclosure attorneys fees. So although the judgment you'll see in... as number 12 in your handout is \$67,000 the redeeming amount for the City of Palatka would only be \$59,700.

LASANDRA WILLIAMS: So, what is your position as to why we should waive the fees?

J.J. GULLETT: It's actually...well... A) get the home up to code quicker because our purchaser is able to buy it and move in, apply for permits, start fixing it to inhabit it. Second, it will save the City money. What will happen after this point if we can't get it waived, we will have to reopen the foreclosure to issue the City to compel, Mr. Holmes will have to file an answer so we don't start accruing attorneys fees for the City and the City, you know again, by what I am handing you...and Mr. Holmes is here...the City's lien will just be wiped out as it's junior, or it's inferior to this 1999 mortgage.

DON HOLMES: First of all, you don't have the ability to waive a fee. You can recommend to the City Commission that they waive a fee or...ah...I guess deem it voidable or whatever terminology you want to use. The crux of the matter is, and the important thing for you to understand is that first of all the City's lien is inferior, meaning it accrued after the mortgage, which means that it's subordinate to the mortgage. The mortgage takes precedence. Second, even though it does name us as a defendant, which it should have, nonetheless, they do have the ability to go back and basically amount to a re-foreclosure...um... in which they allege that this lien was missed. But it is inferior and...and they could either foreclose our lien or force us to exercise what's known as an Equity of Redemption, which means by the amount basically. For the amount of their mortgage. So, we don't...the City doesn't have...if things play out how they should play out, and everybody does what they are supposed to do, and so



does the court, the City isn't really giving up anything by forgiving/waiving/voiding whatever you want to call it, the lien itself. We really don't have anything that we can win on, let's put it that way.

JOHN LYONS: That's your recommendation, yeah?

DON HOLMES: Yeah.

MICHAEL GAGNON: Your...ah... now that's your recommendation and we are probably going to agree on it, but my question again goes back to, with this gentleman coming in here and saying OK, we are going to do this if you don't do that... this has been filed. This has probably gone through Code Enforcement and so forth with the owner or someone else or the mortgage holder or someone else over the years, what it is now is what it is now. But we sit up here and listen to these type of things, and we have another one I thought was on the agenda this week, but we would be speaking with another guy asking the same question. Or a title company asking the same questions: Why don't you guys waive this?

DON HOLMES: And we wouldn't have to...I mean, we could do nothing. We could say nuh-huh we are not doing it. Let them sue...um...we could...um...just not answer the suit... the court would rule against us. We wouldn't have to spend any money. We don't owe anybody any attorneys fees. We aren't obligated to them contractually and there is no other basis for them to collect any attorneys fees from us. So you don't have to do this. But on the other hand, by not doing it basically all you are accomplishing , as I see it at least is, dragging the process out for some period of time ...um... and whether or not it would interfere with the sale I don't know, but it is possible. And if they really do have somebody who's going to buy the property and put it back on the tax rolls and live in it...um...you know...I don't know that that serves the City's best interest. Just being... at least that's my take on it. You may have a different take.

MICHAEL GAGNON: My concern is simply the fact that...ah...in a situation that you are in, representing a bank or your title company and so forth...ah...the title company comes in here next month and says well we missed something in our transaction with Bank of America or TD Bank whichever, and the customer purchases this property and there is a lien on it that's been existing and we want it waived just because the title company missed it. That's what I am seeing in the future by simply waiving... in my mind...ah...I would first come into this room and maybe say we would like to offer a percentage of that to get this thing done. We are not sitting here looking at \$28,000, but to just say we want it completely waived because somebody missed something in the proceedings. That's not our fault. That's probably not your



fault, but somewhere along the line somebody missed something. And it takes our existence, our being...why are we here?

J.J. GULLETT: Let me first digress. Just so we have one point clear 'cuz I am a local on this matter. I didn't say we are going to sue. It was asked what...you know...what's the next step? How is this going to help the City or benefit the City? I said...you know... we get a homeowner in here, start fixing it up. The City won't have to expend any money on attorneys fees to defend it because that's the only other option that was left after this point. So, I just want to make sure you didn't take it as then we have to sue. OK, but...um...secondly...you know... depending on...um...you know that's why each case is heard case by case basis depending on what the next case is. There's not really so much a precedent I don't believe you are going to set of we are just going to waive all these fees. OK. The precedent is...you know...on this one we actually have an individual who wants to become a citizen of the City of Palatka in this home, from what she's telling us. And this is a younger single female that is purchasing this. So it's not a conglomerate or...you know... a property investor or a real estate trust or anything of that nature. It's an individual that's wanting to purchase this one. And move in so I'm saying yeah... you know...were waiving the fees and we are doing this. I don't think you will have everyone come knocking on the door. This is actually done throughout the State of Florida where if there is a good case to waive the fees...OK...you know if it was just something that was missed, well then do your job right. OK. You know, we will charge a percentage or we will draw you out for 6 or 8 months and reopen in foreclosure. OK. You know, this one was handled by out of town council and...you know...we are looking at...you know... 3 years ago at this point. So, going back...you know... 3 years and wanting to spank whomever handled this incorrectly up front on the hand is not going to... it's not going to serve the best interest of the City of Palatka. We are going to have a new citizen improving the property.

MICHAEL GAGNON: [Inaudible] The problem I have again...this...when you say people aren't going to start knocking on the door asking for the same thing is...I absolutely guarantee you they will. And they will use this as an example of why. Well you did it for them. Why can't...And all the reasons are proper. A young lady...and you are making a good case by...it sounds good. I just sometimes question why we exist. I mean...I'm not... Are we the legal end of this. Mr. Holmes made his recommendation so we would generally agree with him...ah...but I guarantee you within two months of some other case coming back here, we all know which one it is, it is going to be the same similar argument. We missed something therefore we want you to waive it and this fine is very similar.

J.J. GULLETT: If there is legal basis for why to waive it, which in this case there is. Sometimes there's not. Sometimes these Code Enforcement liens are filed after the Certificate of Title in which the bank does not have a superior interest in the property over and above the Code Enforcement lien. If it...you know... it depends on when the Code Enforcement issue had commenced, the notice of it...



MICHAEL GAGNON: None of us here is asking you to go back to the day it was filed when it was in 2007, I think you said initially.

J.J. GULLETT: The Code Enforcement lien? Yes, sir.

MICHAEL GAGNON: OK. Now at some point this has come into your hands, or TD's hands. Now, at that point, from that day forward, not 2007...whenever it came into your...now it's your property...you know... seller's property the bank is...um...at that point, I would think that someone would have looked at this and that's probably what I am asking you is if there is rather than an 1100 day fine is there a 250 day fine? Somewhere along the line you guys acquired this.

J.J. GULLETT: I believe on this case I am authorized to pay administrative costs.

MICHAEL GAGNON: Right. Well, I mean you would anyway. No one gets beyond the cost of prosecution because it's a hard cost.

J.J. GULLETT: Well...the only problem with saying it in that way it would get wiped out in a suit to compel to redeem for the mortgage so, there would be no administrative costs.

DON HOLMES: As a practical matter, the only leverage you have is the time delay that it would take them to get rid of your lien and the cost it's going to cost them to do that. That is your leverage. You won't get cost of prosecution, you won't get squat...um...because your lien is inferior. If they had joined you to start with, if they picked it up to start with then you would have been wiped out and you'd be wiped out if they reopen the suit and serve you and allege that they inadvertently omitted naming you as a defendant. So from the bank's perspective, and of course TD...I won't tell you that I understand TD's logic on much...um...having dealt with them on behalf of a number of clients...but from their perspective the only thing they have to gain by paying you anything is whatever they gain by abbreviating the time that it takes them to end this matter and whatever they are going to pay their attorneys if they have to pay them anything [inaudible] probably won't have to pay them anything, quite frankly. The flip side is you may lose a sale, you may end up with a vacant property.



JOHN LYONS: Right, which is going to cost the City more money.

DON HOLMES: I'm sorry?

JOHN LYONS: Which is going to cost the City more money.

J.J. GULLETT: I understand Mr. Gagnon's point...I mean... it does bring into question what the point is of this Board... I understand his thinking on it. But now, we are faced with it and it's one of those things where we should recommend to the City Commission that the liens...you know...that the fine be forgiven except for the cost of prosecution. And that will get somebody in the house, fix it up, get it back on the tax rolls and put another person in the community that is gonna spend money here.

MICHAEL GAGNON: I absolutely agree, and what I am saying is...

[Inaudible]

LASANDRA WILLIAMS: Hold on. Let's offer a motion. Do I hear a second?

MICHAEL GAGNON: Did I say motion?

LASANDRA WILLIAMS: You said "motion".

J.J. GULLETT: But I do understand where you are coming from... exactly where you are coming from.

LASANDRA WILLIAMS: I need a second.... Move, second?



ANDREW KILEY: Um... I think a call to a point of order because I don't think we're finished discussion. What is the administrative fees you are authorized to pay in a dollar amount?

J.J. GULLETT: I believe we have administrative fees of \$354.64 if I am not mistaken?

LASANDRA WILLIAMS: Correct.

J.J. GULLETT: So in this case, it would be the whole administrative fee.

ANDREW KILEY: OK. And judging by what Don has said... how do you feel?

LASANDRA WILLIAMS: Well... go back...

MICHAEL GAGNON: We gonna second the motion first... is that what you want to see?

LASANDRA WILLIAMS: Yeah. And to answer your question, all we are doing is making a recommendation. It is still up to the City. And then it's up to them whether or not they ask for the cost of prosecution or whatever... at what step that it... of anything that's asked out of them.

ANDREW KILEY: OK, Thank you. I'll second the motion.

LASANDRA WILLIAMS: The move that properly second that the case be referred to the City for a final answer... any... All in favor?

ANDREW KILEY & MICHAEL GAGNON: Aye.

LASANDRA WILLIAMS: Any opposed? Motion carries.



PAT WILSON: I'm sorry. I have a problem with the vote. Um... what did you say we were... that the motion said that it be...

JOHN LYON: Recommended to the City Commission to release the fees except for the cost of prosecution.

PAT WILSON: OK. To release the fees. You said for a final answer. I am not sure I meant... what a final answer is...

LASANDRA WILLIAMS: I meant an answer as to releasing the fees.

PAT WILSON: OK. OK. Then can we vote again please?

MICHAEL GAGNON: They are going to hear the same thing from Mr. Gullett as we just heard from Mr. Gullett at the City Commission meeting I would imagine. So, it still falls on their hands.

LASANDRA WILLIAMS: OK. She wants a re-vote. All in favor of the motion?

ALL: Aye.

LASANDRA WILLIAMS: Any opposed? Motion now carries.

END 23:38



Agenda Item

3f



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve Pawn Shop Location at 3705 Crill Ave.- Foxy Jewelry and Pawn; Eldridge Kinsaul, Owner.

SUMMARY:

Eldridge Kinsaul, owner of Foxy Jewelry and Pawn, requests the Commission’s approval of the location of 3705 Crill Ave. (Crill Pointe Plaza) for pawn shop use. As the following Municipal Code excerpt indicates; **Sec. 78-168. Location of pawnbrokers to be approved by city commission.** Any business tax receipt issued by the city authorizing the conducting of the business of pawnbroker shall be granted and issued only after the city commission has first approved on its minutes the location within the city at which such business may be carried on.

No criteria are associated with this Code section, so it is not clear how or why such a request would or could be turned down.

This is a longtime existing business that was previously located outside the city limits on the west side of S. State Rd. 19, south of Crill Ave. The applicant is currently doing business at this location as they were not aware of the requirements to obtain Commission approval to operate in the City. Once the owners were made aware of the City's requirements they applied for a Business Tax Receipt. The use is permissible in the C-2 (Intensive Commercial) zoning district.

RECOMMENDED ACTION:

Approve pawn shop location at 3705 Crill Ave.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Business Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Rejected	5/28/2014 - 11:28 AM
Planning	Wright, KeOndra	Approved	5/28/2014 - 12:21 PM
Planning	Crowe, Thad	Approved	5/28/2014 - 1:44 PM
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 9:00 PM
City Manager	Czymbor, Michael	Approved	5/29/2014 - 7:48 AM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:37 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 2:08 PM



8255

Item Number:
Attachment Number:

City of Palatka Registration/Business Tax Receipt Application

This application must be typed or printed in ink and submitted to:
City of Palatka Building & Zoning, 201 N 2nd St., Palatka, FL 32177 (PH 386-329-0103, FAX 386-329-0172)

Check One: New Business Transfer Ownership Transfer Location Name Change
Type of Ownership: Corporation Partnership Sole Proprietor Other

APPLICATION IS HEREBY MADE FOR AN OCCUPATIONAL LICENSE FOR THE PURPOSE OF ENGAGING IN BUSINESS, PROFESSION OR OCCUPATIONS DESCRIBED BELOW:

Business Name: <u>Foxy Jewelry + Pawn</u>	Business Phone: <u>386-328-8483</u>
DBA (Doing Business As): <u>Same</u>	Home Phone: <u>328-9017</u>
Business Address: <u>3705 CRILL AVE PALATKA, FL 32177</u>	
Mailing Address: <u>3705 CRILL AVE PALATKA, FL 32177</u>	
Type of Business: <u>Retail Sales + Pawn</u>	

State Certificate/Registration Number where required: 64-8012300698-7 G11000014278
(Accounting, Acupuncture, Architecture, Barbers, Chiropractic, Construction Industry, Cosmetology, Dentistry, Dispensing Opticians, Medical Examiners, Professional Engineer, Landscape Architecture, Funeral Directors and Embalmers, Massage Therapy, Hearing Aids, Nursing Home Administrators, Nursing, Optometry, Pharmacy, Psychology Group, Real Estate, Veterinary Medicine, or any other registrations or certifications required)

Employer's Identification Number: <u>ETN59-3686738</u>	Sales Tax # <u>64-8012300698-7</u>
Opening date of Business in this City: <u>5-10-14</u>	If Merchant, state opening inventory \$ <u>55,000</u>
Seating capacity of Theater, Restaurant, Lounge, Tavern or Café: <u>N/A</u>	Dancing (Where Allowed) Yes <input type="checkbox"/> <u>NA</u> No <input type="checkbox"/>
List number/type of coin operated vending machines on premises: <u>N/A</u>	

Owner Name/Corporate Officer and Title: Elizabeth Kinsaul
Home address: 112 point of woods Rd Palatka, Fla.

Email Address: Kinsaul@A+H.NET

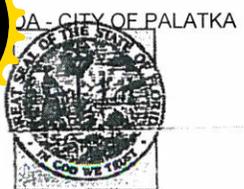
Phone: 386-546-6470 D.O.B.: 1/10/49 Attach a copy of Photo I.D.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I UNDERSTAND THAT THE ISSUANCE OF A CITY OF PALATKA OCCUPATIONAL LICENSE DOES NOT EXEMPT ME FROM ANY OTHER APPLICABLE LAWS, INCLUDING COUNTY OR STATE LICENSING, ZONING OR PERMITTING REQUIREMENTS. I FURTHER UNDERSTAND THAT A CITY OF PALATKA LICENSE REPRESENTS PROOF OF PAYMENT FOR THE LICENSE AND IS NOT TO BE USED TO REPRESENT ANY LEVEL OF QUALIFICATION, CERTIFICATION, TRADE OR PROFESSIONAL EXPERTISE TO THE PUBLIC.

Applicant Signature: [Signature] Title: Owner
Fictitious Names Requirement: If your business will use any name other than the owner's legal name, or if a corporation will use a name other than its legal corporate name, a fictitious name (also referred to as a D/B/A) MUST be registered with the state. Forms and additional information are available from the Florida Department of State, Fictitious Name Registration, P.O. Box 6327, Tallahassee, FL 32314. (850) 245-6058, www.sunbiz.org

FOR OFFICE USE ONLY		
Current Zoning	Allowable use Yes <input type="checkbox"/> No <input type="checkbox"/>	Approved by:
Required Inspections Fire Marshal	BZ	Active Water Acct.

888 515 515 4222 Plat 101 710



JA - CITY OF PALATKA June 12, 2014 Page 74 of 218
State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Item Number: 9
 Registration No.: **PN1968**
 Attachment Num:
 Issue Date: June 21, 2013
 Expiration Date: June 22, 2014

**POST CERTIFICATE
 CONSPICUOUSLY**

**Florida Pawnbroking Act
 License**

Chapter 539, Florida Statutes

FOXY JEWELRY & PAWN
930 S STATE ROAD 19 STE 2
PALATKA, FL 32177-9394

*APPLY FOR
 - LOCATION
 TRANSFER to
 3705 CRILL AVE*

**OWNED BY:
 ELDRIDGE KINSAUL**

Adam H. Putnam

**ADAM H. PUTNAM
 COMMISSIONER OF AGRICULTURE**

Copy

Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

**Federal Firearms License
 (18 U.S.C. Chapter 44)**

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date on the reverse. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.**

Correspondence To: ATF - Chief, FFLC
 244 Needy Road
 Martinsburg, WV 25405-9431

License Number: **1-59-107-02-6F-03748**

Federal Firearms Licensing Center (FFLC)
Tracy Robertson

Expiration Date: **June 1, 2016**

FOXY JEWELRY & PAWN

Business Address (Changes? Notify the FFLC at least 30 days before the move.)

**930 SOUTH STATE RD 19 SUITE 2
 PALATKA, FL 32177-**

Type of License

12-PAWNBROKER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of the license to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I verify that this is a true copy of the license issued to the licensee named above to engage in the business specified under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

**KINSAUL, ELDRIDGE
 FOXY JEWELRY & PAWN
 930 SOUTH STATE RD 19 SUITE 2
 PALATKA, FL 32177-**

Licensee/Responsible Person Signature

Position Title

Date



PALATKA CITY COMMISSION
INTERDEPARTMENTAL CITY COMMISSION AGENDA REQUEST

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. For items requiring City Commission action, please submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), fax (386-329-0199) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request.

Meeting agendas close at 10:00 a.m. on the Wednesday one week prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date.

Name of Individual and/or Department making presentation or request:

Eldridge Kinsaul - Foxy Pawn

Daytime Phone 386 546 6470 Other ph. 328 8483 Fax 328 8484

Requested meeting date: ASAP Meeting date assigned: 6/12/14
 e-mail _____ (For Clerk's Office Use Only)

Request for Commission Action; OR Presentation Only; no action required

Subject Matter you wish to address: _____

to locate an existing Pawn Shop business from County to * 3705 Crull Ave. - zoned C-2

(attach additional sheet if necessary)

Commission Action Requested, if any: Approval

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.



Agenda Item

3g



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve Special Request Items for Special Events Permit No. 14-38, City of Palatka & Palatka Main Street 4th of July Celebration as follows:

1. Allow sale/consumption of alcoholic beverages within the Riverfront Park in an area bonded by Reid St on the east, N. & S. 2nd St and a line extending west of this street on the north, and the boat ramp parking lot on the west (as shown on the site plan) from 5:00 pm until 10:00 pm.
2. Grant permission to exceed allowable noise levels for live entertainment and fireworks on July 4, 2014 from 5:00 pm until 10:00 pm.

SUMMARY:

The City and Palatka Main Street have applied for a Special Events Permit for the 4th of July Celebration at the Riverfront Park on Friday, July 4, 2014. The application includes requests to allow the sale and public consumption of alcohol during the event, and for permission to exceed allowable noise levels for live entertainment and fireworks.

Beer and wine sales and consumption would be allowed between 5:00 and 10:00 pm on Friday, July 4, 2014. This request covers the area shown on the map including City of Palatka Riverfront Park between Reid St. and the public boat ramp, bounded to the west by 2nd street and a line drawn to the south to meet the boundary of the Riverfront Park, as shown on the site plan.

Allowable noise levels would be exceeded from 5:00 pm until 10:00 pm for live entertainment and fireworks. Fireworks commence at 9:00 p.m.

RECOMMENDED ACTION:

Approve special request items for sale and consumption of alcohol and permission to exceed allowable noise levels for Special Events Permit No. 14-38, 4th of July Celebration, July 4, 2014 -- City of Palatka & Palatka Main Street, Applicants.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Special Events Permit No. 14-38	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	6/4/2014 - 11:19 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 11:47 AM
City Manager	Czybor, Michael	Approved	6/5/2014 - 12:29 PM



APPLICATION # 14-38
(circle one below)
CLASS A PERMIT - Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

- a. City of Palatka & Palatka Main Street
- b. CONTACT PERSON Charles Rudd TELEPHONE (386)329-0100 Ext. 333
- c. PO Box 1054 Palatka FL 32178 FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

- a. CONTACT PERSON _____ TELEPHONE _____
- b. _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY 4th of July Celebration

4. DATE & HOURS OF DESIRED USE: Friday, July 4th, 2014 5:00 pm - 10:00 pm

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Entire Riverfront, City Dock, Amphitheater

6. ROAD CLOSURES: 1st St., Memorial Drive, 2nd St, St. Johns Ave to 8th St

7. REQUEST FOR NOISE VARIANCE(Dates and Times): Friday July 4th, 2014 from 5:00 pm - 10:00 pm

8. REQUEST FOR ALCOHOL VARIANCE(Dates, Times, Location): Friday July 4th, 2014 from 5:00 pm - 10:00 pm

9. ESTIMATE OF ANTICIPATED ATTENDANCE 5,000

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: X \$300.00- 1,001 to 80,000 in attendance per day
- b. CLASS B: \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

12. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.

13. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: June 10th, 2014 Special Events Coordinator: Thad Crowe

- | | | |
|--|-----------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Site Sketch Provided | Event Classification: | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Tentative Schedule of Events | Class A | <input type="checkbox"/> |
| | Class B | <input type="checkbox"/> |
| | Class C | <input type="checkbox"/> |

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: 4th of July Celebration

Type of Event: Festival & Fireworks

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary) Live Music, Fireworks, Vendors, Parade

Location of Event: Riverfront Park

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	<u>07/04/2014</u>	<u>Friday</u>	<u>5:00 PM</u>	<u>10:00 PM</u>
Event Day 2	_____	_____	_____	_____
Event Day 3	_____	_____	_____	_____
Event Day 4	_____	_____	_____	_____

Set-up for event will begin on (Date) Friday, July 4, 2014 at (time) 10:00 AM

Break down will be completed by (Date) Friday, July 4, 2014 at (time) 12:00 AM



Event Sponsor/Organization City of Palatka, Palatka Main Street, Arts Council of Greater Palatka

Name of Promoter: Tax Exempt No.:

Fee Worksheet (to be completed by Special Events Coordinator)

Table with 3 columns: 'Class A' Event, 'Class B' Event, 'Class C' Event. Lists fees for Daily Fees, Security Fees, Green Container Fees, and Refundable Deposit.

Special Events Permit Fees \$ Per day X Days \$

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X Officers X Hours \$

Fire Personnel \$ 23.00 Per hour X Hours \$

Building Inspector \$ 23.00 Per hour X Hours \$

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel X Hours @ \$23/hour \$

Electrician Services (only-no charge during regular working hours)

Electrician Personnel \$ 23.00 Per hour X Hours \$

Sanitation Equipment Fee

Green Roll-Out Containers X \$15.00 Per Container \$

Additional Charges (List)

- Four horizontal lines for listing additional charges, each followed by a dollar sign and a blank space for the amount.

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$



*To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.*

APPLICANT INFORMATION:

Name: Charles Rudd
Telephone: (386)329-0100 Ext. 333 Fax: _____ Cellular: (352)455-1180
Address: P.O. Box 1054 Palatka FL 32178

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other Contacts/ Key Holders:

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

Name: _____
Telephone: _____ Fax: _____ Cellular: _____

Estimated Peak Number of Participants (each day of event):
Day 1 5,000
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: Fireworks show at the City of Palatka Dock on 07/04/14

Number and proposed location of fire protection services: City Dock and Boat Ramp

Inspection(s)- Date and time requested: _____

Electrician Services- Date and time requested: _____

Emergency medical services: Ambulance Locations(s) (note on site map): _____

Number of EMS Personnel required: _____

Number and proposed location for portable toilets: (note location on site map) see attached site map



- Carnival location (if any) (note location on site map) _____
- Number of sanitation roll-out containers required _____
- Location of parking/transportation services, if any: See site attached map _____
- Type Transport Vehicles (Van, Buses, etc.) N/A _____
- Location of security and emergency vehicle parking on site: _____
- Public street barricades/street closures/detours: (note locations on site map) see attached site map _____
- Temporary Parking, directional Signage needed: _____
- Main emergency vehicle access to site (location-also note on site map): see attached site map _____
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): see attached site map _____
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) see attached site map _____
- Number and location of static/mobile displays (note on site map): see attached site map _____
- Location of event staff management (headquarters): See attached site map _____
- Staff Uniform Identification: _____
- Main sound system location: Amphitheater _____
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): see attached site map (Parade Route on St. Johns Ave.) _____



- Number and location of temporary signs/banners: see attached site map
- Number and location of promotional visual effects: _____
- Watercraft: _____
- Aircraft: _____
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):
See attached site map
- Date(s) and times of setup/ breakdown: setup 07/04/14 10am, breakdown 07/04/14 at 10pm
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): TBD
- Noise Abatement Requirements: yes, noise variance
- Adjoining Properties Impacted (Notification needed?): yes
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: Riverfront Park 07/04/14
from 5:00 pm – 10:00 pm
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): Temporary
License
- Handicapped Accessibility: Yes

Items Outstanding:

- Outstanding Fees: \$ _____
- Site Plan Sketch
- 501(C) (3) Certificate of Exemption
- Nonprofit Articles of Incorporation, Charter and Mission Statement



- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- Fire resistive rating certificates (tents, fabrics, etc.)
- Schedule Fire, Building/Electrical Inspections
- Schedule Pre/Post Sanitation Inspections
- Example of Special Event vendor permits provided
- Special Event Certificate of Insurance- City as "Additional Insured"
(if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List Certificates required, _____

- Alcohol Liability Certificate of Insurance- City as "Additional Insured"
- Required Permits (federal, state, local): _____
- Alcohol License (copy)
- _____
- _____
- _____

PRE-PLANNING MEETING

Name of Special Event: _____ Date _____

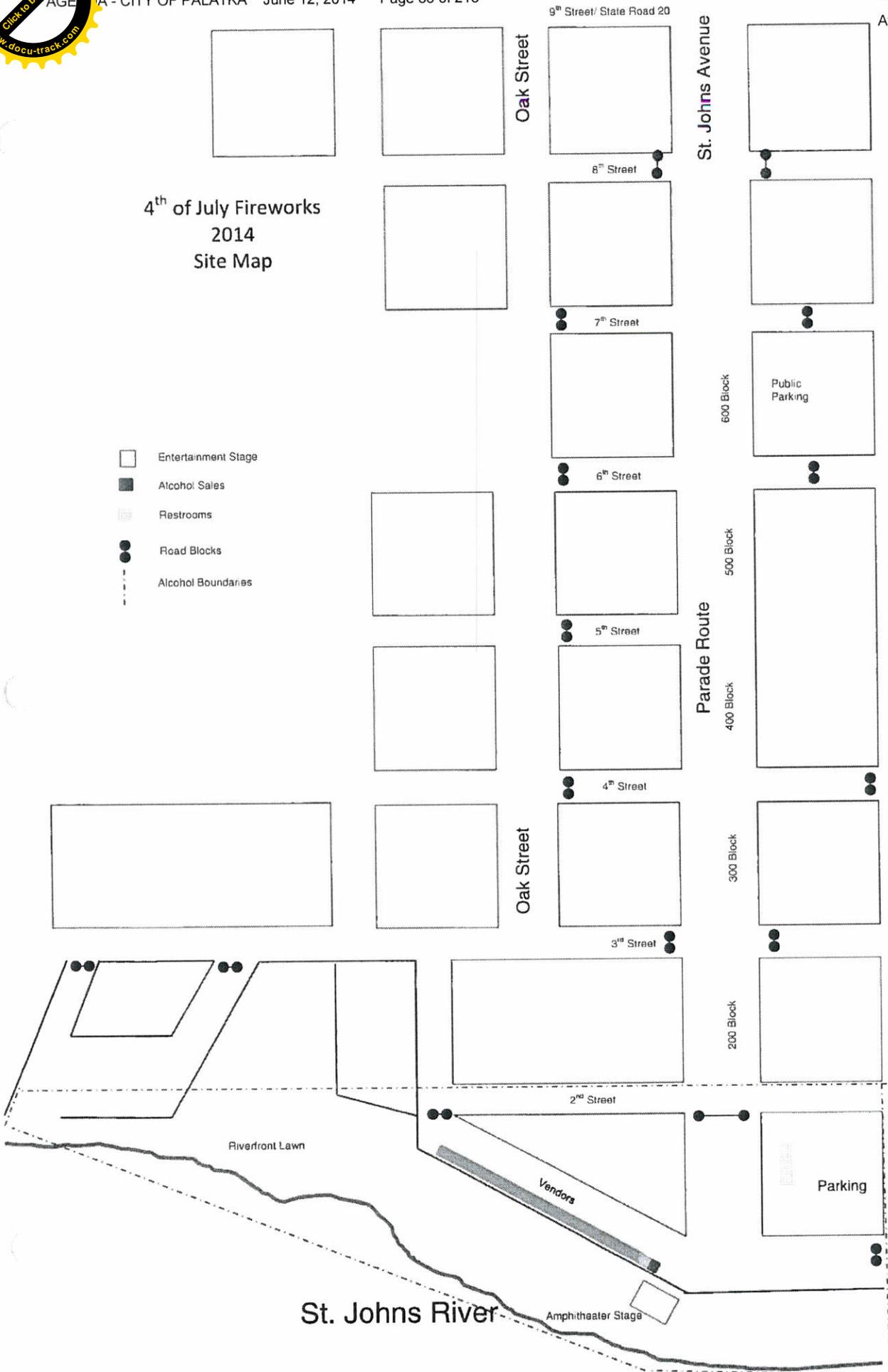
Persons Attending Planning Meeting:

<u>Name</u>	<u>Representing</u>	<u>Position</u>	<u>Phone #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



4th of July Fireworks 2014 Site Map

- Entertainment Stage
- Alcohol Sales
- Restrooms
- Road Blocks
- Alcohol Boundaries



US 17/Reid Street



Agenda Item

3h



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint Mayor Vernon Myers as City of Palatka Voting Delegate to Florida League of Cities 2014 Annual Conference, and Vice Mayor Brown as Alternate Voting Delegate

SUMMARY:

The Florida League of Cities has requested that the City of Palatka appoint a voting delegate to the 2014 Annual Conference. Voting Delegates attend the annual business meeting following the conference. Election of League Leadership and adoption of resolutions are undertaken during this meeting.

RECOMMENDED ACTION:

Appoint Mayor Vernon Myers as Palatka City Commission Voting Delegate for the 2014 FLC Annual Conference, and Vice Mayor Brown as Alternate Delegate

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Designation letter	Attachment

REVIEWERS:

De	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/30/2014 - 3:42 PM
City Clerk	Driggers, Betsy	Approved	5/30/2014 - 3:42 PM
City Manager	Czymbor, Michael	Approved	6/2/2014 - 11:16 AM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:37 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 2:12 PM



301 South Bronough Street • Suite 300 • P O Box 1757 • Tallahassee, FL 32302-1757 • (850) 222 9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official
FROM: Michael Sittig, Executive Director
DATE: May 19, 2014
SUBJECT: 88th Annual FLC Conference –“*Cities take on Technology*”
VOTING DELEGATE AND RESOLUTION INFORMATION
August 14-16, 2014 – Westin Diplomat, Hollywood

As you know, the Florida League of Cities’ Annual Conference will be held at the Westin Diplomat, Hollywood, Florida on August 14-16. This year we are celebrating “*Cities take on Technology*”, which will provide valuable educational opportunities to help Florida’s municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League’s by-laws, each municipality’s vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2013.

Registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 9, 2014.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 11, 2014.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution



**88th Annual Conference
Florida League of Cities, Inc.
August 14-16, 2014
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com



**Procedures for Submitting Resolutions
Florida League of Cities' 88th Annual Conference
Westin Diplomat
Hollywood, Florida
August 14-16, 2014**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 9, 2014, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.
- (6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.



Important Dates

May 2014

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2014

Appointment of Resolutions Committee Members

July 9th

Deadline for Submitting Resolutions to the League office

August 14th

League Standing Council Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 16th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



Agenda Item

4



CITY COMMISSION AGENDA ITEM

SUBJECT:

CRA BUSINESS - meeting held June 12, 2014:

***a. RESOLUTION No. 2014-10-85** awarding a Facade Grant to Johnny Brown for 109 North 9th Street in an amount not to exceed \$18,375 - Adopt

SUMMARY:

The Community Redevelopment Agency is scheduled to consider this item prior to the June 12th Commission meeting.

See attached documentation for a proposed facade grant for 109 North 9th Street. Two (2) 2014 Facade Grant applications have previously been awarded. This application was initially not recommended for award based upon the scope of work. Staff met with the applicant and contractor to discuss the work and have agreed upon a modified scope of work.

The Facade Grant Program has \$17,710 in available funds. If the CRA chooses to award the grant to 109 N 9th Street, \$665 in contingency funds will need to be allocated to the project. The total project cost for this application is \$24,500 (\$18,375 grant, \$6,125 match)

RECOMMENDED ACTION:

Adopt the resolution awarding a facade grant to Johnny Brown for 109 North 9th Street in an amount not to exceed \$18,375.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Construction Quote	Backup Material
<input type="checkbox"/> Facade Grant Application	Backup Material
<input type="checkbox"/> Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	6/2/2014 - 4:27 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 5:59 PM
City Manager	Czybor, Michael	Approved	6/3/2014 - 11:08 AM
Finance	Reynolds, Matt	Approved	6/5/2014 - 8:48 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 11:48 AM



David Church Construction
 103 South 7th Street
 Palatka, Florida
 32177



Name/Address
Mary Lawson Brown 107 S 9th St Palatka Fl 32177

www.Davidchurchconstruction.com
 386 328 6741

Date	Estimate No.	Project
05/23/14	423	

Item	Description	Quantity	Total
m & l	Materials and labor to make changes to facade as per recommendations from design committee. Entry side of building. Wood frame awning using 5 v crimp metal roofing, exposed rafters, wood posts. Remove existing awning roof and stucco band. Remove one entry door and add block infill. Open transom window. Stucco and add synthetic finish below new awning roof. Paint exterior wall entry side. Move electric conduit off face of building. Remove existing sign . Add new 3/4" marine grade blade sign with vinyl letters with wood trim Add new 3x5 wall sign . Footings, sidewalks and concrete removal provided by city. Add Side door using existing window opening, Replace both entry doors reusing existing openings and jambs. This estimate allows for \$1500 for signs, \$550 for plans and engineering. \$1000 for electric. \$1000 for doors and hardware		24,500.00
If Acceptable Please Sign And Return		Total	\$24,500.00



**Matching grant Program for
Building Exterior, Façade,
Accessibility and Sign
Improvements for**



ESTABLISHED 1916

E. W. Lawson & Son Funeral Home

**109 N. 9TH STREET
PALATKA, FL 32177
(386)325-4543**

March 12, 2014



Application

Applicant Name: Johnny M. Brown
Business Name: E. W. Lawson & Son Funeral Home
Property Address: 109 N. 9th Street
Palatka, FL 32177
Applicant's Phone Number: (386) 325-4543

Type of Façade Improvement Planned (note all that apply with brief description).
Please attach Supporting Data Checklist.

Restoration

Renovation

Exterior Painting (Approximate 640 Sq. Ft. area) *Colors must be chosen from a historical color palette: Sherwin Williams (SW 6372) Inviting Ivory
Sherwin Williams (SW6375) Honeycomb

Awning

Sign(s)

Repair Existing/by owner

Structural Alterations

*Existing door and sidelite to remain, to be sanded and painted

*Repair Stucco

*Remove one existing door and close the opening

*Remove existing aluminum marquee and replace with wood frame structural marquee.

*Marquee to be adorned with pre-finished black railings to simulate the Original design of the building.

Cosmetic Alterations (Moldings, etc..)

*Install trim around existing and new doors and paint.

Other Work

*Existing clock to be repaired by owner

*Entire front of building to be repainted

*Install new soft lights.



Total Cost of Project: \$20,682.32
 Amount Requested: \$20,000.00

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the Review Committee. No work shall begin until I have received written approval from the CRA. **I further understand that the project must be completed within six (6) months and that the grant monies will not be paid until the project is complete.**

John M. Beer
 Signature of Property Owner
 Date: 3/12/14

John M. Beer
 Signature of Business Owner
 Date: 3/12/14



2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Supporting Data Checklist for Applicants

Please submit this checklist as part of your application

Base Documents Required:

Provide a rendering (drawing) of proposed alterations, scope of work, and all applicable materials

- Provide plans and/ or elevation drawing of proposed alterations
- Provide list of materials for proposed alterations
- Provide a written estimate from a licensed contractor or contractors.
- Submit signed Release and Hold Harmless Agreement (see attached)

Additional documents:

PAINT:

- Provide samples of the colors chosen. Colors must be chosen from the historical color palette.
- Mark which color will be body color and which will be accent colors
- Note where each color will be used

AWNINGS:

- Provide information about color and style of awning chosen
- Note where awning will be placed on building
- Submit written estimate

SIGNS:

- Provide a color rendering of the design chosen
- Include specifications as to the size and width of the sign

Awning selection must take into account the architectural style of the building.

Grant Procedures



2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Fill out application and checklist and submit one copy to the Palatka Main Street Office with supporting data. (See attached sheet for required Supporting Data Checklist).

The Review Committee will review the project and submit the package to the Palatka Main Street Board and CRA with its recommendation.

Once the Board and CRA have approved the project, written notice will be delivered to the grantee and work can begin. No work is to start until written notice is received.

Grantee is responsible for obtaining any permits required to do the project. Cost of permitting cannot be part of grant funding.

When the project is complete, an inspection for compliance will be made by the City Building Department and a Façade Grant Selection Committee member. Once approved, Palatka Main Street, Inc. will submit the required information to the Community Redevelopment Agency for payment of the grant amount to the grantee. Check(s) will be issued to the Contractor.

Grantee must submit an invoice for payment together with an affidavit from the Contractor certifying the work, as submitted, is complete. Any unapproved changes will not be reimbursed. Grantee must also provide proof of any matching funds. If grantee decides to change the project after approval, they must contact the Palatka Main Street office.

All work performed must be contracted by a Contractor who shall be a registered or certified Contractor as required by the State of Florida. Only qualified Contractors from Putnam County are eligible.

All work performed must meet the State of Florida Building Code and Design Guidelines of this program.



2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

RELEASE AND HOLD HARMLESS AGREEMENT

Release executed on the 12th day of March, 2014, by (Property Owner) Johnny M. Brown and (Tenant if Applicable) _____, of (street address of tenant and owner address if different) 109 N. 9th St., City of Palatka, County of Putnam, State of Florida, referred to as Releasor(s).

In consideration of being granted monies for restoration, modifications, signage, or other physical changes to the property located at the above address, the Releasor(s) understands that they are solely responsible for providing their own contractors, and to assure that those contractors are fully insured and licensed and have obtained all necessary permits in accordance with City (State) regulations. The Releasor(s) waives, releases, discharges, and covenants not to sue the Palatka Main Street Program or the City of Palatka for loss or damage, and claims or damages, on account of any work that has been performed in accordance with City or State guidelines.

Releasor(s) agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

Releasor(s) further states that it has carefully read the above release and knows the contents of the release and signs this release as its own free act.
Releasor(s) obligations and duties hereunder shall in no manner be limited or restricted by the maintaining of any insurance coverage related to the above referenced event.
This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Dated this 12th day of March, 2014.

Property Owner Signature

Please Print Name

Witness


Johnny M. Brown




2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

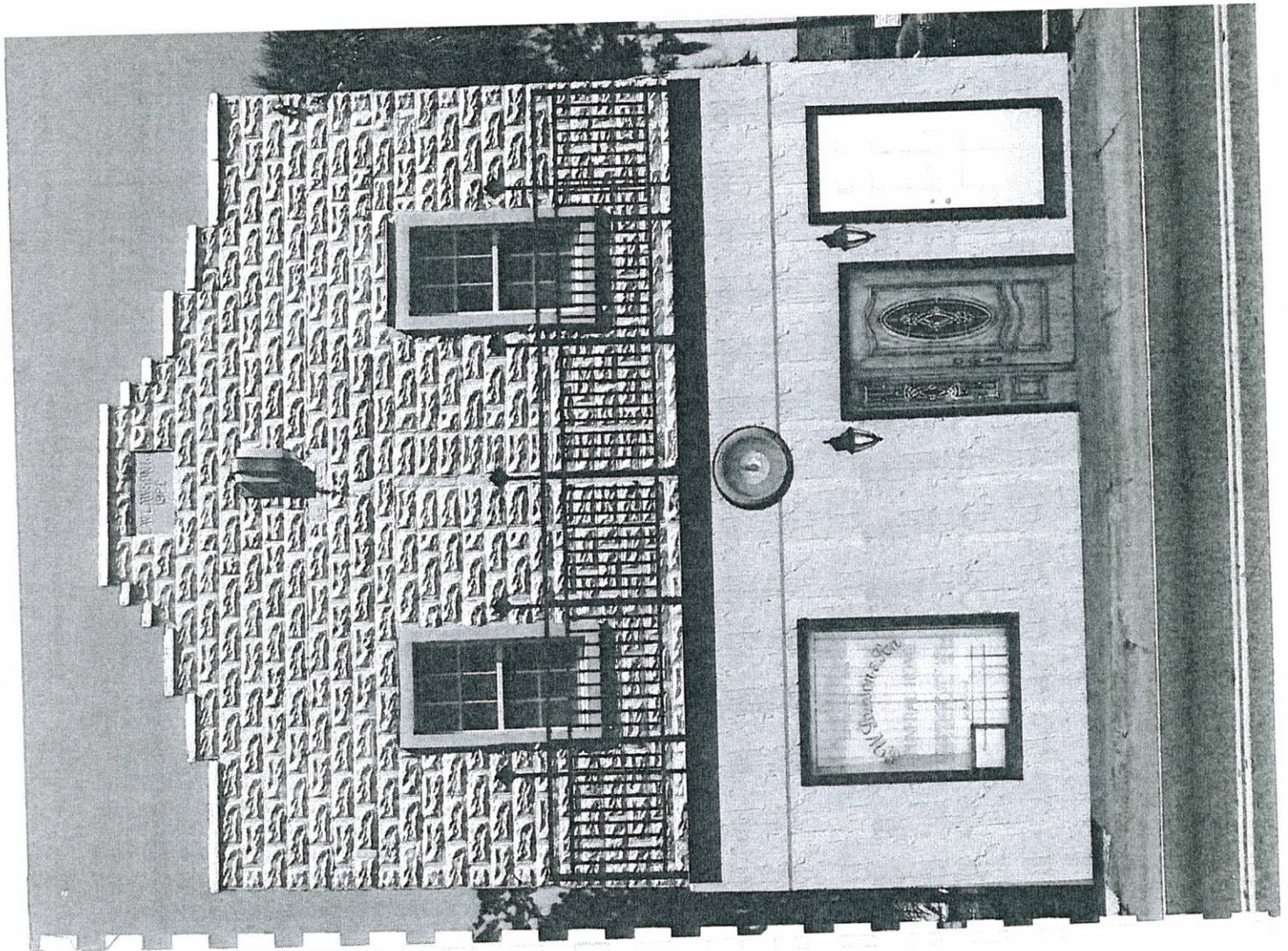
Do Not Fill This Page Out

City Building Department Inspection
(Upon completion of Project)

Comments:

Permit Required: _____ Yes _____ No _____ Project signed
off _____ Yes _____ No

Chief Building Official _____ Date _____





Matching grant Program for Building Exterior, Façade, Accessibility and Sign Improvements for

Johnny M. Brown
E. W. Lawson & Son Funeral Home
109 N 9th St.
Palatka, FL 32177

SW 6374

SW 6377
Ivory

SW 6377
Ivory

SW 6373
Harvest

SW 6374
Teal

SW 6375
Honeycomb

SW 6376
Gold



Putnam County
Business Tax Receipt
Linda Myers

Business ID: 16316
Tax Year: 2014

Receipt Number: 8496
Receipt Date: 9/30/2013

Owners
THEODORE & JOHNNY BROWN

E W LAWSON & SON FUNERAL HOME LLC
109 N 9TH ST
PALATKA, Florida 32177

Description	Amount
Funeral Home, Burial Services (NON TRANSFERABLE)	\$30.00
Total Amount	\$30.00
Debit	\$30.00
Total Paid	\$30.00

2013 Putnam County **2014**
Business Tax Receipt

Business ID 16316

Valid 10/1/2013 thru 9/30/2014

E W LAWSON & SON FUNERAL HOME LLC
PO BOX 236
PALATKA, Florida 32177

THEODORE & JOHNNY BROWN
County Fee \$30.00

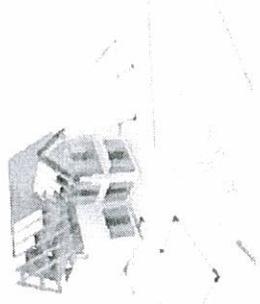
Is hereby granted the privilege of engaging in or managing any business, profession or occupation of
Funeral Home, Burial Services (NON TRANSFERABLE)

Putnam County Business Tax Receipt represents proof of payment for the tax and is not to be used to represent any
level of qualification, certification, trade or professional expertise to the public. This receipt is furnished in
pursuance of county ordinance 06-041.



Estimate

David Church Construction
103 South 7th Street
Palatka, Florida
32177



Name/Address
Mary Lawson Brown
107 S 9th St
Palatka FL 32177

www.Davidchurchconstruction.com
386 328 6741

Date	Estimate No.	Project
11/21/13	399	

Item	Description	Quantity	Total
m & l	Materials and labor to make changes to facade of Funeral Home as per construction documents. Includes west side of building as described by plans. Does not include any interior renovations. Includes demo of existing and painting final product. Includes permit and dump fees. Cypress for beaded ceiling. Handrail to be power coated. This also includes removal of existing stucco above existing marquee. Add a new band underneath new marquee instead of patching. Existing is not even and I think will be loose when demo is done. Any Changes to these plans will result in additional costs. Does not include any wood damage or other repair work that may become evident once demo is complete and new work begins.		20,682.32
<i>Thank you</i> <i>David</i>			
If Acceptable Please Sign And Return		Total	\$20,682.32



STATE OF FLORIDA
 DEPARTMENT OF FINANCIAL SERVICES
 BOARD OF FUNERAL, CEMETERY AND CONSUMER SERVICES
 200 E GAINES STREET, TALLAHASSEE, FL 32399-0361 PHONE (850) 413-3039

Funeral Establishment

LICENSE PERIOD: December 1, 2012 - November 30, 2014
 LICENSE NUMBER: F040462

The Funeral Establishment indicated below is licensed under the provisions of Chapter 497 Florida Statutes.
 Business Location: 109 NORTH ST, PALATKA, FL 32178

E W LAWSON & SON FUNERAL HOME
 POST OFFICE BOX 236
 PALATKA FL 32178-0236

JEFF AWATER
 CHIEF FINANCIAL OFFICER
 STATE OF FLORIDA



STATE OF FLORIDA
 DEPARTMENT OF FINANCIAL SERVICES

December 1, 2012

F040462

Funeral Establishment
 E W LAWSON & SON FUNERAL HOME

IS LICENSED under the provisions of Ch. 497, F.S.
 LICENSE PERIOD: December 1, 2012 - November 30, 2014

JEFF AWATER
 Chief Financial Officer
 State of Florida



CITY OF PALATKA
 201 N 2ND ST
 PALATKA FL 32177-3735



This receipt is only good for the location listed and may be subject to other conditions/ restrictions, and shall not be used to represent any level of qualification, certification or professional expertise.

IMPORTANT NOTE: 6" 911 Numbers MUST be posted on building.

License : 3585.1
 Business Name : E W LAWSON & SON
 Location Addr : 107 S 9th ST
 Issue Date : 09/30/13
 Expiration Dt : 09/30/14

Lic Nbr/Class :
 107 FUNERAL DIRECTOR, UNDERTAKER

* PLEASE DISPLAY IN A CONSPICUOUS LOCATION *

E W LAWSON & SON
 109 N 9TH ST
 PALATKA FL 32177

State of Florida Department of State

I certify from the records of this office that E. W. LAWSON & SON FUNERAL HOME, LLC, is a limited liability company organized under the laws of the State of Florida, filed on February 20, 2012.

The document number of this company is L12000024712.

I further certify that said company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on February 26, 2014, and its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of February,
2014*



Ken Detjen
Secretary of State

Authentication ID: CCS824592913

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/cert/authver.html>





Options: Next Previous Begin End Order Info Detail Mark Return eXit
 Move to next 2014 911 Street Address Order Parcel
 Parcel... 42 10 27 6850 0620 0020 Land..... 10,456
 Owner Name and Mailing Address: Improvement..... 70,833
 BROWN THEODORE ANTHONY SR + JOHNNY MKT Value..... \$1,289
 MAURICE BROWN MKT Class..... 0
 PO BOX 236 Classified..... 0
 PALATKA FL 32178-0236 MKT Adjusted..... 81,289
 TotalAcres:0.06 +2012--- --Limited ---Exempt --Taxable
 Exemptions:(none) County: 81289 0 81289
 School: 81289 0 81289
 Location:[016] City of Palatka Municipal: 81289 0 81289
 Use Code:[019] PROFESSIONAL SERVICES BUI Others: 81289 0 81289
 511 Address.. 109 N 9TH ST, PALATKA [301] (1 of 1)

Zoning: DE City of Palatka 12/14/09 MAG
 01/25/99 URW

Census Tract:950800 Block:5007 Dwellings:0 Places:0 Population:0

Notes: 03/10/2014



Linda Myers
Putnam County Tax Collector

BROWN THEODORE ANTHONY SR + JOHNNY
PO BOX 236
PALATKA FL 32178

Receipt #C03112014P001262

Payment Receipt
Payment Date: 03/11/2014
2012 Real Estate
Amount Paid: 2,455.73

Parcel: 42-10-27-8850-0620-0020
Crt#: 46226
Processer: Compliance
District: City of Palatka

Certificate Information
Certificate Owner: ZYGGY, LLC CITIBANK, N.A., AS COLLATERAL ASSIGNEE OF ZYGGY, L
Sale Date: 2013-05-31
Tax Year: 2012
Interest Rate: 0.0025

Legal: DICKS MAP OF PALATKA MB2 P46 BLK 62 S1/2 OF N1/2
OF LOT 2



	Amount
Certificate Fee	2,140.40
Ad Valorem	54.21
Interest Penalty	110.23
Commission	3.90
Advertising Fee	15.00
Auction Fee	116.84
Certificate Interest	8.20
Catalog Fee	

Total Certificate Fees 2,455.73

Assessed To:
BROWN THEODORE ANTHONY SR + JOHNNY

Payments	Check #	Paid By	Real Estate	Payment Amount
Check	2694	EW LAWSON & SON FUNERAL HOME-MARY LAWSON BROWN 107 SOUTH 9TH STREET		2,455.73



RESOLUTION No. 2014- 10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA
AWARDING A FACADE GRANT FOR 109 NORTH 9TH
STREET IN AN AMOUNT NOT EXCEED \$18,375**

WHEREAS, on 6/12/14 the City of Palatka Community Redevelopment Agency (CRA) heard an application for Facade Grant funds for EW Lawson & Sons Funeral Home at 109 North 9th Street; and

WHEREAS, on 6/12/14 the CRA awarded a facade grant in an amount not to exceed \$18,375 with a required minimum match of \$6,125 for 109 North 9th Street; and

WHEREAS, the Community Redevelopment Agency has determined it is compliant with the Community Redevelopment Agency Plan and it is in the public’s best interest to move forward with the award of Facade Grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City of Palatka Florida:

1. That a facade grant in an amount not to exceed \$18,375 with a required minimum match of \$6,125 be awarded to E. W. Lawson & Sons Funeral Home at 109 North 9th Street; and
2. That the City Manager and City Clerk are authorized to execute and attest the 109 North 9th Street facade grant contract.

PASSED AND ADOPTED by the City of Palatka, Florida this 12th day of June, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Agenda Item

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION awarding the bid to S.E. Cline Construction, Inc. in the amount of \$1,272,341.51 for the Southern Riverfront Improvements Project - Adopt

SUMMARY:

The City advertised Invitation to Bid 14-006 on April 1, 2014. five (5) sealed competitive bids were received on May 14, 2014 at 3:00 pm with the lowest apparent bidder being S.E. Cline Construction, Inc. This project is funded through Florida Fish and Wildlife Conservation Commission (FWC) Florida Boating Improvement Grant. The total funding amount is \$1,019,631 (\$776,489 grant and \$243,142 City). The available construction budget is \$920,751.67. Staff recommends award of \$1,272,341.51 for the construction of the boat ramp and boat launch parking lot. The floating docks and improvements to Laurel St., Memorial Pkwy., Second St. and the Laurel St. parking lot will be completed as funds become available.

RECOMMENDED ACTION:

Adopt the resolution awarding the bid to S.E. Cline Construction, Inc. in the amount of \$1,272,341.51 for the Southern Riverfront Improvements Project

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Bid Tabulation	Backup Material
<input type="checkbox"/> Project Boundary	Backup Material
<input type="checkbox"/> Marine Quote	Backup Material
<input type="checkbox"/> Site Work	Backup Material
<input type="checkbox"/> Resolution awarding bid	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	6/2/2014 - 4:27 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 6:09 PM
City Manager	Czymbor, Michael	Rejected	6/4/2014 - 10:13 AM
Grants & Projects	Griffith, Jonathan	Approved	6/5/2014 - 7:38 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:05 PM
City Manager	Czymbor, Michael	Approved	6/5/2014 - 12:28 PM



RESOLUTION No. 2014-10-86

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING A BID TO S.E. CLINE CONSTRUCTION, INC. IN
THE AMOUNT OF \$1,272,341.51 FOR SOUTHERN RIVERFRONT
IMPROVEMENTS PROJECT**

WHEREAS, on January 24, 2013 the City of Palatka (the **City**) entered into and agreement with the Florida Fish and Wildlife Conservation for Southern Riverfront Improvements (the **Project**); and

WHEREAS, on April 1, 2014 the City of Palatka (the **City**) advertised an Invitation to Bid for the **Project**, and

WHEREAS, on 5/14/2014 the **City** received and opened bids at 3:00 PM and the apparent lowest and best bid was from S.E. Cline Construction, Inc. in the amount of \$2,696,506.35; and

WHEREAS, the **City** has met with Cline Construction, Inc. and negotiated a limited scope and value engineered phase I of the **Project** to an amount not to exceed \$1,272,341.51.

WHEREAS, the **City** deems it reasonable and necessary to enter into a construction agreement with S.E. Cline Construction, Inc. for said **Project**.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

1. That the Palatka City Commission awards the Southern Riverfront Improvement Project to S.E. Cline Construction, Inc.
2. That the City Manager and City Clerk are hereby authorized to execute and attest the S.E. Cline Construction, Inc. Construction Agreement in an amount not to exceed \$1,272,341.51 for Southern Riverfront improvements.
3. That the revenues of the City of Palatka Tax Increment Fund for the Fiscal Year 2013-2014 Budget is amended as follows:

REVENUES:

<u>Revenue Number</u>	<u>Description</u>	Last Approved	Recommended Amendments	As Amended
030-00-365-0-1000	SALE OF SURPLUS LAND-100 BLOCK	\$ -	\$ 150,000	\$ 150,000
TOTAL REVENUES AMENDED:		\$ -	\$ 150,000	\$ 150,000

4. That the expenditures of the City of Palatka Tax Increment Fund for the Fiscal Year 2013-2014 Budget is amended as follows:

EXPENDITURES:

<u>Expenditure Number</u>	<u>Description</u>	Last Approved	Recommended Amendments	As Amended
030-30-580-9-9105	TRANSFER TO BETTER PLACE	\$ -	\$ 150,000	\$ 150,000
TOTAL EXPENDITURES AMENDED:		\$ -	\$ 150,000	\$ 150,000



5. That the revenues of the City of Palatka Better Place Plan Fund for the Fiscal Year 2013-2014 Budget is amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
101-00-381-0-1000	TRANSFER FROM TAX INCREMENT	\$ -	\$ 150,000	\$ 150,000
TOTAL REVENUES AMENDED:		\$ -	\$ 150,000	\$ 150,000

6. That the expenditures of the City of Palatka Better Place Plan for the Fiscal Year 2013-2014 Budget is amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	Approved	Amendments	Amended
101-18-519-3-3102	ST. JOHNS AVE STREETScape (ENG)	\$ 40,000	\$ (40,000)	\$ -
101-18-519-6-6310	SIDEWALKS	\$ 90,000	\$ (70,000)	\$ 20,000
101-18-519-8-6351	BOAT RAMP PARKING IMPROVEMENTS	\$ 1,019,631	\$ 351,666	\$ 1,371,297
101-83-581-9-9907	BETTER PLACE RESERVE	\$ 131,129	\$ (91,666)	\$ 39,463
TOTAL EXPENDITURES AMENDED:		\$ 1,280,760	\$ 150,000	\$ 1,430,760

7. That the City Manager is hereby authorized to sign all contract and other documents as may be required in support of the **Project**, after review and approval by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of June, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

CITY ATTORNEY



**City of Palatka
Bid Opening**

Date May 14, 2014

Job Title Southern Riverfront Park Improvements

Opened by: Betsy Driggers/Jonathan Griffith

Engineer Rudd Jones, P.E.

Read by: Betsy Driggers/Jonathan Griffith

Proposer's Name	Acknowledge Addendum?		Upland Imp.	Marine
1. BSCO, Inc. Jacksonville 1 orig. 5 copies		3,460,329.70	1,610,549.70	1,849,780.00
2. SE Cline Palm Coast Site Imp. 1 orig. 5 copies		1,528,181.35		
3. SE Cline Palm Coast Marine Imp. 1 orig. 5 copies	3	1,168,325.00	alt 1 1,412,325.00	alt 1 1,985,790.00
4. Hager Construction Jacksonville 1 orig. 5 copies			1,449,436.75	1,841,767.50
5. PES Const. Jacksonville			1,490,439.00	—
6. Gabourji Construction Diamond Beach 1 orig. 5 copies				alt 1 1,388,248.00
7.				

Witnesses:

April D. Campbell

Jonathan Griffith



<p>City of Palatka Southern Riverfront Redevelopment Located in Palatka, Florida</p>		<p>Rudd Jones, P.E. & Associates, P.A. Consulting Engineers 1200 South Orange Avenue, Suite 200, Palatka, Florida 32909 Phone: (888) 333-3333 Fax: (888) 333-3333</p>		<p>DATE: MAY 2013 DRAWN BY: JMS CHECKED BY: PJI COORDINATOR: BSC</p>		<p>Horizontal Control Plan</p>		<p>SCALE: HORIZONTAL SCALE: AS SHOWN VERTICAL SCALE: AS SHOWN PROJECT NO: 2011-02 SHEET: 3 OF 14</p>	
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5/30/2014

CITY OF PALATKA SOUTHERN RIVERFRONT RE-DEVELOPMENT PLAN					
Bid Form					
Item	Description	QTY.	UNITS	UNIT COST	TOTAL
I	GENERAL				
A	Mobilization	1	LS	\$28,675.00	\$28,675.00
B	M. O. T.	1	LS	\$4,025.00	\$4,025.00
C	Materials Testing	1	LS	\$13,800.00	\$13,800.00
D	Construction Surveying	1	LS	\$5,851.00	\$5,851.00
E	Record Drawings	1	LS	\$3,450.00	\$3,450.00
F	NPDES Permitting, Monitoring and Compliance	1	LS	\$2,243.00	\$2,243.00
	SUBTOTAL				\$58,044.00
II	EARTHWORK/GRADING				
A.1	Clear and Grub - (Demolition Bid Separately Below)	1	LS	\$12,452.00	\$12,452.00
	DEMOLITION				
A.2	Remove/Stockpile Existing Bricks (Short Laurel Street)	-	SY	\$0.00	\$0.00
A.3	Remove Existing Asphalt (2nd Street)	-	SY	\$6.33	\$0.00
A.4	Remove Existing Asphalt (Memorial Drive)	-	SY	\$6.33	\$0.00
A.5	Remove Existing Asphalt (North Parking Lot)	-	SY	\$6.33	\$0.00
A.6	Remove Existing Asphalt (Boat Ramp Parking Lot)	3,495	SY	\$6.33	\$22,123.35
A.7	Remove/Stockpile Existing Granite Curb (Short Laurel Street)	-	LF	\$5.73	\$0.00
A.8	Remove/Stockpile Existing Granite Curb (Memorial Drive)	-	LF	\$5.73	\$0.00
A.9	Remove/Stockpile Existing Granite Curb (2nd Street)	-	LF	\$5.73	\$0.00
A.10	Remove Existing Conc. Curb (Memorial Drive)	-	LF	\$5.12	\$0.00
A.11	Remove Existing Conc. Curb (2nd Street)	-	LF	\$5.12	\$0.00
A.12	Remove Existing Conc. Curb (3rd Street/River Street)	-	LF	\$5.12	\$0.00
A.13	Remove Existing Conc. Curb (North Parking Lot)	-	LF	\$5.12	\$0.00
A.14	Remove Existing Conc. Curb (Boat Ramp Parking Lot)	1,038	LF	\$5.12	\$5,314.56
A.15	Remove Existing Concrete Steps and Hand Rail-2 (2nd Street)	-	LS	\$637.50	\$0.00
A.16	Remove Existing Sidewalk	-	LF	\$5.49	\$0.00
A.17	Remove Existing Inlets	2	Ea.	\$1,777.80	\$3,555.60
A.18	Remove Existing Culverts (12 " - 36")	100	LF	\$34.20	\$3,693.60
B	Retention Area Excavation North Pond	450	CY	\$36.37	\$16,366.50



5/30/2014

C	Retention Area Excavation South Pond	865	CY	\$36.37	\$31,460.05
D	General Site Fill and Rough Grading	0	CY	\$11.95	\$0.00
E	Fine Grading	1	LS	\$0.00	\$0.00
F	Erosion Control Measures	1	LS	\$0.00	\$0.00
G	Grassing	0	SY	\$2.17	\$0.00
SUBTOTAL					\$94,965.66
III	ROADWAY/PAVING				
A.1	12" Stabilized Subgrade (2nd Street)	0	SY	\$7.10	\$0.00
A.2	12" Stabilized Subgrade (Memorial Drive)	0	SY	\$7.10	\$0.00
A.3	12" Stabilized Subgrade (Laurel Street-Roundabout)	720	SY	\$7.10	\$5,112.00
A.4	12" Stabilized Subgrade (Boat Ramp Parking)	5,180	SY	\$7.10	\$36,778.00
A.5	12" Stabilized Subgrade (North Parking Lot)	0	SY	\$7.10	\$0.00
A.6	12" Stabilized Subgrade (Roundabout)	0	SY	\$7.10	\$0.00
B.1	8" Rock Base (2nd Street)	0	SY	\$12.05	\$0.00
B.2	8" Rock Base (Memorial Drive)	0	SY	\$12.08	\$0.00
B.3	8" Rock Base (Laurel Street-Roundabout)	720	SY	\$12.08	\$8,697.60
B.4	8" Rock Base (Boat Ramp Parking)	5,180	SY	\$12.08	\$62,574.40
B.5	8" Rock Base (North Parking Lot)	0	SY	\$12.08	\$0.00
C.1	2.5" Type S-3 Asphalt (New Pavement 2nd Street)	0	SY	\$17.03	\$0.00
C.2	2.5" Type S-3 Asphalt (New Pavement Memorial Drive)	0	SY	\$16.43	\$0.00
C.3	2.5" Type S-3 Asphalt (New Pavement Laurel Street-Roundabout)	720	SY	\$18.54	\$13,348.80
C.4	2.5" Type S-3 Asphalt (New Pavement Boat Ramp Parking)	5,180	SY	\$16.22	\$84,019.60
C.5	2" Type S-3 Asphalt (New Pavement-North Parking Lot)	0	SY	\$16.26	\$0.00
C.6	1.5" Type S-3 Asphalt (Resurface 3rd Street)	1,073	SY	\$12.88	\$13,820.24
D	Asphalt Milling 3rd Street (mill 1.5" below design grade)	1,073	SY	\$6.88	\$7,382.24
E	Brick Pavers @ crosswalks (includes concrete underlayment)	0	SY	\$83.49	\$0.00
F	Brick Pavers @ Roundabout (Includes concrete underlayment)	0	SY	\$83.49	\$0.00
G.1	Type F Curb (2nd Street)	0	LF	\$12.82	\$0.00
G.2	Type F Curb (Memorial Drive)	0	LF	\$12.82	\$0.00
G.3	Type F Curb (Laurel Street-Roundabout)	348	LF	\$14.01	\$4,875.48
G.4	Type F Curb (Boat Ramp Parking)	60	LF	\$14.01	\$840.60
G.5	Type F Curb (North Parking Lot)	0	LF	\$14.01	\$0.00
G.6	Type F Curb (3rd Street)	329	LF	\$14.01	\$4,609.29



5/30/2014

G.7	Type D Curb (2nd Street)	0	LF	\$10.64	\$0.00
G.8	Type D Curb (Memorial Drive)	0	LF	\$10.64	\$0.00
G.9	Type D Curb (Boat Ramp Parking)	1,070	LF	\$10.64	\$11,384.80
G.10	Type D Curb (North Parking Lot)	0	LF	\$10.64	\$0.00
G.11	Driveway Curb (2nd Street)	0	LF	\$14.01	\$0.00
G.12	Driveway Curb (Memorial Drive)	0	LF	\$14.01	\$0.00
G.13	Driveway Curb (North Parking Lot)	0	LF	\$14.01	\$0.00
G.14	Driveway Curb (3rd Street)	156	LF	\$14.01	\$2,185.56
G.15	Type A Curb	0	LF	\$12.82	\$0.00
G.16	Type RA Curb	0	LF	\$15.53	\$0.00
G.17	Flush Header Curb -12" (Boat Ramp Parking)	350	LF	\$10.06	\$3,521.00
G.18	Flush Header Curb- 18" (2nd Street)	0	LF	\$12.21	\$0.00
G.19	Flush Header Curb -18" (Roundabout)	0	LF	\$12.21	\$0.00
H	Wheel Stops	0	EA	\$40.25	\$0.00
I.1	Sidewalk (2nd Street)	0	SY	\$34.90	\$0.00
I.2	Sidewalk (Memorial Drive)	0	SY	\$27.43	\$0.00
I.3	Sidewalk Laurel Street-Roundabout	192	SY	\$27.43	\$5,266.56
I.4	Sidewalk Boat Ramp Parking	94	SY	\$27.43	\$2,578.42
I.5	Sidewalk North Parking Lot	0	SY	\$27.43	\$0.00
I.6	Sidewalk 3rd Street	0	SY	\$34.90	\$0.00
I.7	Sidewalk Roundabout	0	SY	\$27.43	\$0.00
J	FDOT Pedestrian-ADA curb ramp	6	Ea.	\$772.80	\$3,864.00
SUBTOTAL					\$270,858.59
IV	<u>STRIPING & SIGNAGE</u>				
	<u>STRIPING</u>				
1	4" solid white paint	1,092	LF	\$0.40	\$436.80
2	4" solid yellow paint	-	LF	\$0.40	\$0.00
3	4" double yellow paint	240	LF	\$0.81	\$194.40
4	Thermoplastic Pavement Markings (Directional Arrows)	4	Ea.	\$75.00	\$300.00
5	Thermoplastic Stop Bar	6	Ea.	\$92.00	\$460.00
6	ADA space	2	Ea.	\$80.50	\$161.00



5/30/2014

				SUBTOTAL	\$1,552.20
SIGNS					
7	Stop Sign	5	Ea.	\$230.00	\$1,150.00
8	ADA sign	2	Ea.	\$201.25	\$402.50
9	Speed Limit Sign	1	Ea.	\$201.25	\$201.25
10	Pedestrian Crosswalk	0	Ea.	\$287.50	\$0.00
11	Roundabout Ahead w/ speed limit	0	Ea.	\$345.00	\$0.00
12	Roundabout Graphic/Yield	0	Ea.	\$402.50	\$0.00
13	One- Way	0	Ea.	\$230.00	\$0.00
14	Do Not Enter	3	Ea.	\$287.50	\$862.50
15	Street Signs	1	Ea.	\$287.50	\$287.50
				SUBTOTAL	\$2,903.75
V	STORM DRAINAGE				
A.1	18" RCP	204	LF	\$50.68	\$10,338.72
A.2	14" x 23: ERCP	138	LF	\$42.04	\$5,801.52
A.3	24" RCP	304	LF	\$67.39	\$20,486.56
A.4	19" x 30" ERCP	142	LF	\$58.42	\$8,295.64
A.5	30" RCP	32	LF	\$86.23	\$2,759.36
A.6	36" RCP	129	LF	\$98.81	\$12,746.49
A.7	30" (4:1) Mitered End Section	3	EA	\$1,322.37	\$3,967.11
A.8	8" Perforated ADS N-12 w/ Geotextile Sock	218	LF	\$32.24	\$7,028.32
A.9	ADS Cleanouts for Underdrain	6	Ea.	\$451.31	\$2,707.86
B.1	FDOT Curb Inlet Type 9	3	Ea.	\$5,151.10	\$15,453.30
B.2	FDOT Curb Inlet Type 9 w/ 6' Dia. Storm Manhole	1	Ea.	\$6,893.99	\$6,893.99
B.3	FDOT Type E Inlet	6	EA	\$3,326.34	\$19,958.04
B.4	4' Dia. Storm Manhole	1	Ea.	\$2,037.61	\$2,037.61
B.5	5' Dia. Storm Manhole	1	Ea.	\$3,082.93	\$3,082.93
C	Control Structure; Modified E- Inlet	2	EA	\$4,273.10	\$8,546.20
D	Rip Rap	14	SY	\$234.98	\$3,289.72
				SUBTOTAL	\$133,393.37



5/30/2014

ALTERNATE #1					
A.1a	18" ADS (Alternate)	204	LF	\$46.55	\$9,496.20
A.3a	24" ADS (Alternate)	304	LF	\$63.07	\$19,173.28
A.5a	30" ADS (Alternate)	32	LF	\$83.78	\$2,680.96
A.6a	36" ADS (Alternate)	129	LF	\$88.31	\$11,391.99
					\$42,742.43
BASE BID					
A.1	18" RCP	204	LF	\$50.68	\$10,338.72
A.3	24" RCP	304	LF	\$67.39	\$20,486.56
A.5	30" RCP	32	LF	\$86.23	\$2,759.36
A.6	36" RCP	129	LF	\$98.81	\$12,746.49
					\$46,331.13
			ALTERNATE #1	TOTAL DEDUCT	-\$3,588.70



Agenda Item

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing the Palatka Police Department to submit a Department of Justice Community Oriented Policing Services (COPS) Hiring Program Grant Application to provide funding for two additional sworn police officers - Adopt

SUMMARY:

The Office of Community Oriented Policing Services of the Department of Justice has announced the availability of funding to hire sworn police officers for eligible law enforcement agencies throughout the United States of America. The City of Palatka Police Department is an eligible agency and may apply for 1 to 2 officers with funding available at either a 75 percent rate or 100 percent rate. The 75 percent rate requires the City of Palatka to pay 25 percent of the cost. The 100 percent rate is available, but that rate of funding has to be justified by submitting a waiver request along with the application. The waiver request requires that the City of Palatka show that it has experienced severe fiscal distress. It should be noted that the total amount of funding available for each position over a three year period is \$125,000.00 regardless of whether or not the city receives the waiver. The city must agree to allow the officers to maintain employment for at least one year after the grant period expires.

Over the past several years, the staffing at the Palatka Police Department has been reduced at the full time sworn officer category by three positions. This reduction in staff has impacted our ability to function in a proactive community oriented fashion. We have experienced increases in crimes such as burglaries and thefts in areas of the community that proactive community oriented policing could have a positive impact. We have also experienced an inability to staff many of the special functions that officers could attend to make positive community contacts that assist with working cooperatively with the community.

We propose to hire two (2) new officers to be utilized to further the Police Department’s Community Oriented Policing efforts with a focus on property crimes and crime prevention.

It is the intention of the Palatka Police Department to submit the waiver request to receive 100 percent funding for the positions however, the grant indicates a maximum of \$125,00.00 will be issued over a course of three (3) years.

Below is the anticipated federal obligation per year. Please be reminded that the grant dollars will only pay for the officer’s salary and benefits. Future increases in starting salary are not included.

1 officer salary and benefits = \$51,250 per year X 3 years = \$153,750.00



awarded, the grant will provide \$38,437.75 (75%) per year for three (3) years for a maximum of \$125,000 per position over the life of the grant.

The City's obligation for salary and benefits for the two (2) positions per year will be \$25,625.50 or \$76,875 over the life of the grant. Additional costs include all standard issue equipment at a cost of \$80,637.80. This includes the cost of two patrol cars which would be financed for a period of 5 years. A USDA grant will also be applied for to reduce the overall City cost of the vehicles.

RECOMMENDED ACTION:

Adopt the resolution authorizing the Palatka Police Department to apply for a

Department of Justice Community Oriented Policing Services (COPS) Hiring Program Grant Application to provide funding for two additional sworn police officers.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/29/2014 - 10:22 AM
City Clerk	Driggers, Betsy	Approved	5/29/2014 - 11:35 AM
City Manager	Czybor, Michael	Approved	5/29/2014 - 1:57 PM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:37 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 6:05 PM



RESOLUTION NO. 2014 -

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PALATKA POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR THE COMMUNITY ORIENTED POLICING SERVICES OF THE DEPARTMENT OF JUSTICE COPS HIRING PROGRAM (CHP) GRANT TO PROVIDE FUNDING FOR TWO ADDITIONAL POLICE OFFICERS

WHEREAS, on May 22, 2014, the Office of Community Oriented Policing Services of the Department of Justice announced the availability of funding to hire sworn police officers; and

WHEREAS, the City of Palatka seeks to revitalize its community oriented policing unit within the Police Department; and

WHEREAS, the total project cost per position for the proposed grant is \$38,438, 75% Federal per year for three (3) years or a maximum of \$125,000 over the life of the grant and \$12,813 25% Local cost share per year per position; and

WHEREAS, the Grant Application requires the signature of the Mayor and/or City Manager; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the citizens to authorize the Palatka Police Department to apply for said CHP funding for the purpose of hiring two sworn police officers for community policing.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida that:

1. The Palatka Police Department is hereby authorized to submit an application for the Office of Community Oriented Policing Services of the Department of Justice COPS Hiring Program (CHP) Grant funds to be used to hire two sworn police officers for community policing, and
2. The City Manager and/or Mayor and Police Chief are hereby authorized to sign said grant application as required.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of June, 2014.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK



Agenda Item

7



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING - 2525 Husson Ave - Planning Board Recommendation to Annex and Rezone from County R-1A (Residential, Single-Family) to City R-1A (Single-Family Residential) - Thomas & Teresa Cheyne, owners

*a. **ANNEXATION ORDINANCE** - 1st Reading

*b. **REZONING ORDINANCE** - 1st Reading

SUMMARY:

This is the first reading of ordinances annexing 2525 Husson Ave. into the city limits also rezoning the property. This is a voluntary annexation in which the property owner is requesting City sewer service. At the time of second reading a third ordinance will assign a Comprehensive Plan Future Land Use Map designation for the property.

RECOMMENDED ACTION:

Pass on first reading an ordinance annexing 2525 Husson Ave. into the City and an ordinance assigning R-1A (Single-Family Residential) zoning to the property.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Rezoning Ordinance	Ordinance
<input type="checkbox"/> Planning Board Staff Report	Backup Material
<input type="checkbox"/> Planning Board Minutes	Cover Memo
<input type="checkbox"/> Annexation Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	6/3/2014 - 8:50 AM
City Clerk	Driggers, Betsy	Approved	6/4/2014 - 6:11 PM
City Manager	Czymbor, Michael	Approved	6/5/2014 - 7:41 AM
Finance	Reynolds, Matt	Approved	6/5/2014 - 8:47 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 11:47 AM



This instrument prepared by:
Thad Crowe, AICP
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 2525 HUSSON AVENUE, LOCATED IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by the freehold owner of the property sought to be annexed, to wit: Thomas W. and Teresa D. Cheyne, and

WHEREAS, Chapter 171.044, Florida Statutes, permits the voluntary annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka; and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. That the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:



DESCRIPTION OF PROPERTY:

PT OF SW1/4 OF SE1/4 OR330P723 (Being 2525 Husson Avenue / tax parcel # 13-10-26-0000-0420-0100)

Section 2. The property hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 3: That a copy of this ordinance shall be sent to Municipal Code Corporation for inclusion in the City Charter.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of June, 2014.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY R-1A (RESIDENTIAL SINGLE-FAMILY) TO CITY R-1A (SINGLE-FAMILY RESIDENTIAL) FOR THE FOLLOWING PROPERTY: 2525 HUSSON AVENUE (SECTION 13, TOWNSHIP 10 SOUTH, RANGE 26 EAST); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owners of said property: 2525 Husson Avenue (Thomas and Theresa Cheyne) for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on May 6, 2014, and two public hearings before the City Commission of the City of Palatka on May 22, 2014 and June 12, 2014, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described properties from their present Putnam County zoning classification to City zoning classification as noted above.

DESCRIPTION OF PROPERTIES:

PT OF SW1/4 OF SE1/4 OR330P723 (Being 2525 Husson Avenue / tax parcel # 13-10-26-0000-0420-0100)

Section 2. To the extent of any conflict between the terms of



this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of June, 2014.

CITY OF PALATKA

BY: _____
Its **MAYOR**

ATTEST:

City Clerk



Case 14-09: 2525 Husson St.
Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.



Figure 2: 2525 Husson St.

APPLICATION BACKGROUND

The property under consideration currently has County single-family land use and zoning, as shown below.

Table 1: Current and Proposed Future Land Use Map and Zoning designations

Future Land Use Map Category		Zoning	
Current Putnam Co.	Proposed City	Current Putnam Co.	Proposed City
UR (Urban Reserve)	RL (Residential Low)	R-1A (Residential Single-family)	R-1A (Single-family Residential)

Table 2: Future Land Use Map and Zoning Designations for Adjacent Properties

	Future Land Use Map	Zoning
North of Site	RL (Residential Low)	R-1A (Single-family Residential)
East of Site	RL (Residential Low)	R-1A (Single-family Residential)
West of Site	County UR (Urban Reserve)	County R-1A (Residential Single-family)
South of Site	County UR (Urban Reserve)	County R-1A (Residential Single-family)

This is in an area where properties have annexed into the City in 2012 due to the county Health Dept.'s prohibition of replacing or deepening wells when they are within 250 feet of a city water line. Also, the City's Comprehensive Plan requires that when properties receiving city water are contiguous to city limits they must annex into the City. Staff is presenting this application as an administrative action, as opposed to an action by the property owner, due to the rationale presented below.

1. Hardship. Most property owners annexing into the City do so because they are compelled to due to the failure of septic tanks or wells and the Health Dept. requirement that they hook up to city utilities when



Case 14-09: 2525 Husson
Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.

such lines are within 250 feet of the property. The cost of hooking up to City utilities approaches up to \$6,000 depending on whether both water and sewer are required. The additional fees for the FLUM amendment and rezoning is an additional burden. The taxes collected from such property will defray the administrative expense fairly quickly.

2. Comprehensive Plan Support. Public Facilities Element Policy D.1.2.1 directs the City to proactively annex properties served by water and sewer into the City. Language in the adopted Evaluation and Appraisal Report of the Comprehensive Plan compels the City to again proactively work to diminish and eventually eliminate enclaves. City staff believes this directive is sufficient to submit these actions as administrative applications.
3. Economic Development. By encouraging voluntary annexation and requiring annexation of agreement properties, the City is working to increase utility and other service provision efficiency, enhance system revenues, and encourage growth.

PROJECT ANALYSIS

Annexation Analysis

Florida Statute 171.044 references voluntary annexation requirements and requires that property proposed for annexation must meet two tests. First, properties must be contiguous to the annexing municipality and second, properties must also be "reasonably compact."

Contiguity. F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality's boundary. The property is contiguous to the City limits as shown in Figure 1.

Compactness. The statute also provides a definition for compactness that requires an annexation to be for properties in a single area, and also precludes any action which would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing the properties meets the standard of compactness as it is does not create an enclave, pocket, or finger area but in fact reduces the greater County enclave that is present in the south Palatka area, as shown graphically in Figure 3 below.

Figure 2: Southwest Palatka Urban Area Enclave (city limits in purple shaded color)

Future Land Use Map Amendment Analysis

Criteria for consideration of comprehensive plan amendments SR 19 163-3187 are shown in italics below (staff Comment follows each criterion, and comprehensive plan extracts are underlined).

List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.

The proposed amendment is in keeping with the following objective and policies of the Comprehensive

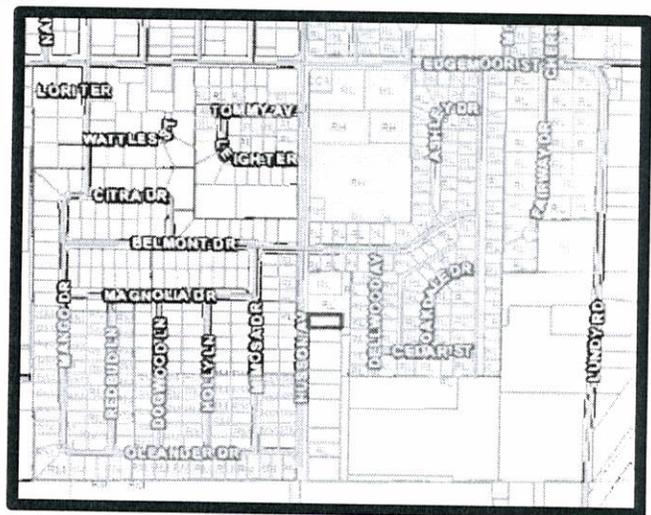


Figure 3: South Palatka City Limits (purple is City)



**Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.**

Policy A.1.9.3

A. Land Use Districts

1. Residential

Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types.

Low Density (1730acres) - provides for a range of densities up to 5 units per acre.

Medium Density (231 acres) - provides for a range of densities up to 10 units per acre.

Staff Comment: the property is now in the County's Urban Reserve FLUM category (density range of one to four units per acre), which is approximately equivalent to the City's RL (Residential Low Density), which has a density range of one to five units per acre.

Provide analysis of the availability of facilities and services.

Staff Comment: the property is in close proximity to urban services and infrastructure including city water and sewer lines (both within the Husson Ave. right-of-way).

Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.

Staff Comment: The property is in a residential neighborhood that is suitable for the proposed residential FLUM designations. Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on this developed site.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Comment: not applicable, as this is to be determined at the next revision of the overall Comprehensive Plan.

Demonstrate that amendment does not further urban sprawl, as determined through the following tests.

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*



**Request to Annex, Amend Future Land Use Map and Rezoning
Applicant: Building & Zoning Dept.**

Staff Comment: the location of this property within the City’s urbanized area ensures that urban services are available. These uses do not represent urban sprawl.

Rezoning Analysis

Per Section 94-38 of the Zoning Code, the Planning Board shall study and consider the proposed zoning amendment in relation to the following criteria, which are shown in *italics* (staff comment follows each criterion).

1) When pertaining to the rezoning of land, the report and recommendations of the planning board to the city commission required by subsection (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

a. Whether the proposed change is in conformity with the comprehensive plan.

Staff Comment: as previously noted, the application is supported by the Comprehensive Plan.

b. The existing land use pattern.

Staff Comment: The property is located in an established residential neighborhood.

c. Possible creation of an isolated district unrelated to adjacent and nearby districts.

Staff Comment: Rezoning the property to R-1A provides uniformity to both existing City and County single-family zoning and does not create an isolated zoning district.

d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

Staff Comment: Roadway capacity is available on area roadways and the impacts of the use on road and utility capacity will be negligible, particularly since the use is already present.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Comment: See response to c. above.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Comment: One condition that has changed in regard to this property is the failure or obsolescence of private wells and the present ability to tie into a city water line.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.

Staff Comment: Rezoning the property to a designation similar to the current County zoning will not adversely affect neighborhood living conditions.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Comment: The property proposed for rezoning is already developed and thus traffic congestion or public safety will not be affected.



**Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.**

i. Whether the proposed change will create a drainage problem.

Staff Comment: All development and redevelopment must meet City and water management district stormwater retention requirements. No drainage problems are anticipated for the already-existing use.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.

Staff Comment: The already-developed property does not have excessive height, density, or intensity to reduce light and air to existing adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Comment: See response to g. above.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Comment: Based on the previous responses, the change will not negatively affect the development of adjacent properties.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Comment: Providing a FLUM and zoning designations to properties that are similar to the designation of surrounding properties and are similar to the existing County FLUM and zoning is not a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Comment: Not applicable as the City commercial land use and zoning will be similar as the current County classifications.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Comment: The property is not out of scale with the neighborhood and City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Comment: Not applicable.

q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.

Staff Comment: Not applicable.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of the annexation, amendment of Future Land Use Map category to RL, and rezoning to R-1A for 2525 Husson Ave.



CITY OF PALATKA PLANNING BOARD MINUTES (DRAFT) May 6, 2014

The meeting was called to order by Vice-Chairman Daniel Sheffield at 4:00 pm. **Other members present:** Joe Pickens, Anthony Harwell, Joseph Petrucci, Justin Campbell, George DeLoach and Charles Douglas, Jr. **Members absent:** Lavinia Moody and Earl Wallace. **Also present:** Planning Director Thad Crowe, Recording Secretary Pam Sprouse and City Attorney Donald Holmes.

Motion was made by Mr. DeLoach and seconded by Mr. Campbell to approve the minutes for April 1, 2014 meeting. All present voted affirmative, motion carried.

Chairman Sheffield read the appeal procedures and called for any ex-parte communications regarding any case.

OLD BUSINESS:

Case 14-05: Administrative request to amend Municipal Code Chapter 94 (Zoning) Section 261 (f) to reduce the minimum size of parking spaces from 10 feet by 20 feet to 9 feet by 18 feet.

Mr. Crowe explained that this item was continued from the March, 2014 meeting. At the time of packet preparation Staff had not had an opportunity to complete the research for this item as requested by the Planning Board.

Motion made by Mr. Pickens and seconded by Mr. DeLoach to table this request until the next regularly scheduled meeting. All present voted affirmative. Motion carried.

NEW BUSINESS:

Case 14-09: Administrative request to annex, amend the Future Land Use map from County AG (Agriculture) to RL (Residential Low-Density) and rezone from County R-1A (Residential Single-Family) to R-1A (Single-family residential)
Location: 2525 Husson Ave.
Owner: Thomas W. & Teresa D. Cheyne

Mr. Crowe stated that this is a voluntary annexation. Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions. This request meets the annexation and zoning criteria and is not in conflict with the Comprehensive Plan. Staff recommends approval.



Mr. Petrucci asked if the property owner's currently have city utilities. Mr. Cheyne answered that their septic tank had failed several times and the most recent time restoring the drain field was not successful. They have had sulfur problems with their water also and for these reasons decided to connect to city water and sewer.

Mr. Harwell asked if the Husson Avenue roadway itself was in the city limits. Mr. Crowe explained that in the past, the city made a practice of annexing streets to allow for future annexation of properties adjacent to such streets.

Discussion took place regarding contiguity criteria. Mr. Crowe explained that Florida Statutes defines "contiguous" to mean that a part of a boundary of the property sought to be annexed is coterminous or "touching" or with a part of the boundary of the municipality. Contiguity should not be achieved by annexing a roadway, although the City has done this in the past. Additionally, things like roadways, rivers, railroad tracks etc... shall not be a barrier either. He added that this is a voluntary annexation, contiguous on two sides plus the street. Involuntary annexation can only be done by a referendum or an inter-local agreement with the County.

Mr. Harwell asked why this application was being done administratively. Mr. Crowe explained that Staff is presenting this application as an administrative action based on the policy that was presented to the Planning Board and the City Commission using the following three criteria:

1. Hardship. Most property owners annexing into the City do so because they are compelled to due to the failure of septic tanks or wells and the Health Dept. requirement that they hook up to city utilities when such lines are within 250 feet of the property. The cost of hooking up to City utilities approaches up to \$6,000 depending on whether both water and sewer are required. The additional fees for the annexation, map amendments for Future Land Use Map and rezoning designations are an additional burden. The taxes collected from such property will defray the administrative expense fairly quickly.
2. Comprehensive Plan Support. Public Facilities Element Policy D.1.2.1 directs the City to proactively annex properties served by water and sewer into the City. Language in the adopted Evaluation and Appraisal Report of the Comprehensive Plan compels the City to again proactively work to diminish and eventually eliminate enclaves. City staff believes this directive is sufficient to submit these actions as administrative applications.
3. Economic Development. By encouraging voluntary annexation and requiring annexation of agreement properties, the City is working to increase utility and other service provision efficiency, enhance system revenues, and encourage growth.

Motion made by Mr. Pickens and seconded by Mr. Harwell to approve the request as recommended by Staff. All present voted affirmative, motion passed unanimously.

Case 14-10 Confirmation of Administrative Interpretation to allow a nursing home in a PID (Planned Industrial Development).

Location: Northeast corner St. Johns Ave. & Wes Larson Blvd - a portion of Parcel #09-10-26-0000-0030-0000 (Putnam County Business Park)

Owner: Putnam County Port Authority

Mr. Crowe explained that the request was originally filed as a conditional use for a nursing home, but is now being considered as a confirmation of a staff interpretation. Staff first reviewed the general PID



standards in the zoning code for that zoning district and secondly, the individual PID that was done for the Business Park. Nursing homes are not specifically allowed in these districts, but there is a “catch all” phrase that states that any other use allowed deemed appropriate by the Planning Director shall be allowed (with the implied logic that such a use would be similar to other allowable uses). The PID for the Business Park allows a wide range of uses including light manufacturing, wholesale, warehousing, distribution, outdoor storage yards, business and professional offices, medical offices, restaurants, vocational and trade schools, colleges. He stated that the Business Park-PID does not provide criteria for consideration of other uses as determined to be appropriate by the Planning Director. Nursing homes are defined as institutions, basically for people who need personal care for reasons of infirmity or old age. In his opinion, the proposed nursing home is comparable to the allowable medical and institutional type uses and in conformance with the Comprehensive Plan as well as the Zoning Code. He added that he also finds the use for this site to be of general compatibility with adjacent and vicinity properties, and presenting a positive impact on the community due to lower traffic impacts (nursing home residents have fewer cars). The proposed development is for 120 beds with 190 personnel, which is of considerable size. Some industrial zoning districts have a built in compatibility problem when allowing quasi-residential uses with industrial uses, but the PID and PCBP-PID have design standards that reduce visual and other impacts. These standards include screening of outdoor storage; larger setback for more intense uses; curtailment of noise, dust, and odor impacts; shielding of lighting; and major thoroughfare architectural standards.

Mr. Crowe clarified that this is an unusual application in the sense that there is not a formal site plan associated with it. It is the policy of the Department of Veteran’s Affairs to not develop a site plan until the site is selected. For a general sense of the development pattern Staff is utilizing the design recently constructed for the St. Johns County veteran’s nursing home. He concluded that he has made the administrative interpretation that this is an allowed use and that he is asking for the Board’s affirmation of this decision. Because the use is not specifically mentioned in the PID language he considers this request for support of his opinion as similar to an appeal of a staff decision.

Mr. Harwell asked Mr. Crowe if the nursing home use not in the language or was it restricted. Mr. Crowe said that it is not specifically listed, and that he associates it with institutional use which is allowed. Mr. Holmes asked what other zoning districts allow for nursing homes. Mr. Crowe advised that nursing homes *are* allowed in multi-family residential and commercial and that senior living facilities are allowed in commercial but *not* multi-family zoning districts, and does not understand why that would be. He said that he stands by his opinion that this facility was more of an institutional use than a residential use, with short and long term care for both young and old veterans versus senior-only housing. He said that compatibility is enhanced with the PID standards.

Mr. Holmes clarified that the case Mr. Crowe is presenting is that the nursing home type use is more compatible with the PID uses than that of an apartment type district. Mr. Crowe agreed with that opinion. Mr. Douglas asked if there would be any conflict with the FAA or municipal codes regarding height restrictions for buildings near the airport. Mr. Crowe advised that he and Mr. Hammons have looked into that and there are height restrictions, and the only Comprehensive Plan restrictions pertain to increasing residential density.

Brian Hammons, County Planning Director, 2509 Crill Av. explained that the State Department of Veteran’s Affairs is proposing to locate a seventh nursing facility in the state. Putnam County is one of five distinct areas in the state that was eligible, and was notified of the opportunity to present a proposal. He added that this is a speculative issue, not a given, but in order to submit a credible application the County had to provide them certain assurances/letters within the application package. As Mr. Crowe had explained,



there is no site plan that is why they are using the areal of locations who have made application. He explained that the proposed area of for this development would be 27 acres of the overall parcel, and that eventually the parcel would be split into three.

Mr. Sheffield asked what size the St. Augustine facility was. Mr. Hammons replied that he believes that site is approximately 17 acres. The State is requiring a 20 acre site plus storm water, parking and landscaping areas.

Mr. Pickens stated that he does not see this use as noxious to anything that is allowed in the PID. He asked if this facility goes in is it possible that there might be other uses allowed in the PID that this owner would consider noxious/incompatible to this use. Mr. Crowe said that with this being “light” industrial zoning (clean industry), there are a number of design controls and standards in place that would protect the proposed use, for example – any outdoor storage must be several hundred feet away from the property line and screened from a facility like this. There are controls in place restricting odor, noise and glare. There is a test that is performed when looking at potential industries to determine if the use is allowed, as well as the location and if there is a substantive impact. Mr. Crowe added that this parcel is somewhat isolated from the rest of the business park, with a stormwater pond between it and the remainder of the industrial park; and that the facility would front on St. Johns Ave., not the internal industrial park road (Wes Larson Blvd.).

Mr. Holmes explained that this request applied to both the use and its proposed location, and would not constitute approval of similar uses elsewhere in the PID. Mr. Crowe agreed that his request for board support applies only to this specific use and site. He confirmed that is how he made his decision and would consider any future similar request, looking at it in two parts: one, is it good for the district as a whole and two, is it good for the site.

Mr. Hammons replied that they do not anticipate any concerns with this particular site.

Mr. Pickens stated that he would be more likely to agree with staff’s interpretation if it is to be site specific.

Motion made by Mr. Pickens and seconded by Mr. Campbell to support the Planning Director’s approval of the use as presented to the Board for this site, with the condition that if this site is developed a site plan must come back to this Board for approval. All present voted affirmative, motion passed unanimously.

Mr. Crowe advised that Board information packets are being prepared and hopefully will be completed by next meeting.

Adjournment – There being no further business, the meeting was adjourned at 4:53 p.m. upon a motion by Mr. DeLoach, seconded by Mr. Petrucci. By Board consensus, motion carried.



Agenda Item

8



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the Palatka Municipal Code, Chapter 22, Cemeteries, adding services in addition to lot sales, adding restrictions and adopting maintenance and preservation standards for historic cemeteries - 1st Reading

SUMMARY:

City of Palatka Cemeteries is under new staff management and it has come to Staff's attention that Code changes are necessary to keep up with new regulations and modern issues.

Due to maintenance issues arising from excessive gravesite ornamentation, vandalism in all cemeteries, excessive night time activity, and "bleaching" of historic headstones in West View Cemetery, Staff recommends amending the Section 22- 8 of the Code to add the following for enforcement purposes:

- Nationally recognized standards for cleaning of headstones, together with a permitting process in order to track such activity.
- The opening and closing hours of the Cemetery;
- Certain rules adopted by the Commission on 6/12/03 regarding permitted ornamentation, flowers and vegetation in cemeteries

Additionally, Section 4, Lot Sales, is being amended to include certain services now being provided by the City. Prices for these services were added to Appendix A last September, but the Code itself was not amended to include references to those services.

RECOMMENDED ACTION:

Pass on first reading the proposed ordinance amending Chapter 22, Cemeteries, of the Code of Ordinances adding services, restrictions and adopting maintenance and preservation standards for historic cemeteries.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance amending Chapter 22, Cemeteries	Ordinance
<input type="checkbox"/> NCPTT Best Practices for Cleaning Headstones	Attachment
<input type="checkbox"/> Current Cemetery Rules	Attachment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 8:59 PM
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 8:59 PM
City Manager	Czymbor, Michael	Approved	5/29/2014 - 7:49 AM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:40 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 2:22 PM



This instrument prepared by:
 Betsy J. Driggers, CMC
 201 North 2nd Street
 Palatka, Florida 32177

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING CHAPTER 22 OF THE PALATKA MUNICIPAL CODE ENTITLED CEMETERIES; AMENDING SECTION 22-4, LOT PRICES, TO ADD SERVICES; AMENDING SECTION 22-8 TO ADD RULES AND RESTRICTIONS FOR GRAVE MARKERS AND GRAVE SITES, ORNAMENTATION AND VEGETATION; HOURS WHEN PUBLIC IS PERMITTED IN CEMETERIES, PERMITTING PROCESSES, AND TO ADOPT STANDARDS FOR PRESERVATION AND CLEANING OF HISTORIC MONUMENTS AND GRAVESITES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka owns and maintains three cemeteries and desires to memorialize and adopt rules and standards for the maintenance and orderly care of those cemeteries, as well as for the health, welfare and safety of its citizens and employees; and

WHEREAS, the City of Palatka finds it necessary to adopt standards for maintenance of historic cemeteries and grave sites, including standards for cleaning monuments and headstones, in order to preserve these historic sites and artifacts per nationally accepted standards; and

WHEREAS, Appendix A to Chapter 22 was amended by Ordinance 13-41, adopted September 26, 2013, to add fees for vaults and other services; therefore, corresponding amendments are required to be made to Chapter 22 relative to those fee schedule adjustments; and

WHEREAS, all the necessary procedural steps have been accomplished, and two duly advertised public hearings were held before the City Commission of the City of Palatka on June 12, 2014 and June 26, 2014; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendments and standards are necessary and should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA:



Section 1. That Palatka Municipal Code Chapter 22, Section 4, entitled "Lot Prices" shall be amended to read as follows:

Sec. 22-4. ~~Lot prices~~ Prices for lots and services in city cemeteries.

- (a) Adult lots. The price of city cemetery lots per single adult grave space shall be as set out in Appendix A to this Code, as amended from time to time. All lots, except those designated as infant lots and those designated as cremains-only lots, will be considered adult lots.
- (b) Infant and cremains-only lots. The price of cemetery lots per single infant grave space, and per double-urn cremains-only grave space, shall be as set out in Appendix A to this Code, as amended from time to time. Lots 8 through 20, 28 through 40, 48 through 60, and 68 through 80, in Block 118 of Oak Hill East Cemetery, and Sheets 3 and 4, Blocks A and AA of Oak Hill West Cemetery, are hereby designated as infant lots. Cremains-only lots, which are designated and set aside for that purpose, are as shown on the Plat of Oak Hill West Cemetery.
- (c) Vaults. The price of vaults provided for burials by the City of Palatka shall be as set out in appendix A to this Code, as amended from time to time.
- (d) Interments and all other services. The price for interments and all other services associated with interments, to coincide with those permitted times for the scheduling of interments, shall be as set out in appendix A to this Code, as amended from time to time. All interments shall require a forty-eight (48) hour notice provided to the City of Palatka Cemeteries Office during regular business hours.

Section 2. That That Palatka Municipal Code Chapter 22, Section 8, entitled "Restrictions, permits and hours of business operation" shall be amended to read as follows:

Sec. 22-8. Restrictions, permits, preservation standards and hours of business operation.



- (a) West View, Oak Hill East and Oak Hill West Cemeteries will be opened daily to the public during the hours of 7:30 a.m. to dusk. Any person found in a city-owned cemetery between the hours of dusk and 7:30 a.m. shall be deemed to be trespassing and will be prosecuted for trespass and subject to fines and penalties per FS 810.09.
- (a) b) All vehicles, including vault and monument trucks used for delivery and installation of vaults and monuments within the cemetery, are permitted to drive only on the designated roadways within the cemetery, and are prohibited from driving outside of the designated existing roadways.
- (~~b~~) c) Permits for the installation of markers must be obtained from ~~city hall~~ the City of Palatka Cemeteries Department before a marker can be set.
- (~~e~~) d) Vaults and monuments may only be delivered and installed by licensed monument establishments in the cemetery between during regular business hours, from ~~7:30~~ 8:30 a.m. to 4:00 p.m., Monday through Friday, except legal holidays.
- (e) With the exception of indigent burial sites, all gravesites shall be marked with a durable weather-resistant marker immediately following the interment service. Such marker shall include the name of the deceased, date of birth, and date of death.
- (f) The City of Palatka hereby adopts the standards set forth by The National Park Service National Center for Preservation Technology and Training, entitled "Best Practice Recommendations for Cleaning Government issued Headstones," as it's standard for cleaning headstones or any marble, granite or other type of stone grave marking. No bleach or bleach-like products, products containing strong acids or bases, or harsh mechanical devices such as sand blasters or drills equipped with wire brushes are permitted to be used. No pressure washing shall be allowed with a machine in excess of 500 psi, nor at a distance of closer than 12 inches from the surface to be cleaned, and only provided a test patch done on a small, unobtrusive area on the headstone is done prior to pressure washing which shows no adverse affects to the stone.
- (g) All persons performing any headstone or gravesite marker cleaning service on behalf of the owner of such headstone, or as a goodwill service on any historic, abandoned or non-owned headstone, shall first obtain a permit from the



Palatka Cemeteries Department prior to the performance of any such work.

- (h) No vegetation, tree or shrub shall be allowed to be planted on or around any gravesite by anyone. Any vegetation planted on city-owned right of way at any cemetery shall be done only by permit issued by and in a location approved by the City cemeteries supervisor or designee. Any vegetation, tree or shrub planted on City right-of-way or property located in any cemetery shall become the property of the City of Palatka.
- (i) Permits for the planting of any vegetation, tree or shrub in any cemetery by members of the public must be obtained from the Palatka Cemeteries Department before such planting can occur.
- (j) No non-permanent items shall be allowed to be placed at any gravesite. Flowers may be placed at the headstone in a permanent vase attached to the base of the headstone or otherwise permanently installed on the side of the headstone, or attached by bracket to the top of the headstone. No ornamental items may be hung from or tied to any pole, bracket, tree or shrub. The City of Palatka will not be responsible for the maintenance or care of any unsecured flowers or ornaments placed on or around gravesites. City of Palatka personnel will remove any flowers or ornamental items from gravesites when the presence of such items is deemed a hazard or hindrance to public works, cemetery or maintenance personnel in the performance of his/her job duties.
- (k) Other Cemetery rules and regulations may be set by the city manager or his representative from time to time and will apply, and will be enforced. A complete and up-to-date copy of Cemetery Rules and Regulations can be obtained from the Cemeteries Administration Office at 712 S. Palm Avenue, or from the Office of the City Clerk at City Hall, or can be viewed on the City's website.
- (d 1) Any cemeteries ~~supervisor~~ department employee for the City of Palatka is hereby designated as a code enforcement officer for the enforcement of the provisions of this section.
- (e m) A violation of this section shall constitute a class 1 violation as set forth in [Section 2-314](#) of this Code.



Section 3. That Appendix A to Chapter 22 of the the Palatka Municipal Code is hereby amended to read as follows:

1. Sec. 22-4. Prices for lots, vault liners and services in city cemeteries:

(1) Adult lot (5 ft. x 10 ft.)	\$750.00 ***
(2) Infant or cremains-only lot (2.5 ft. x 5 ft.)	\$375.00 ***
(3) Titan Vault	\$450.00 plus tax
(4) Graveliner Vault	\$300.00 plus tax
(5) Vault Setting Fee	\$200.00
(6) Interment	
a. Monday - Saturday 9:00 a.m. – 5:00 p.m.*	\$650.00
b. Monday – Saturday after 5:00 p.m.	\$750.00
c. Sundays & City holidays 9:00 a.m. – 4:00 p.m.	\$1,000.00
(7) Cremation Interment ****	
a. Monday - Saturday (no setup), 9:00a.m.- 5:00 p.m.*	\$250.00
b. Monday - Saturday, (with setup) 9:00 a.m. – 5:00 p.m.*	\$400.00
c. After 5:00 p.m., or Sunday w/no set-up	\$500.00
d. Sunday (with set-up) 9:00 a.m. – 4:00 p.m.	\$650.00
(8) Mausoleum Interment	
a. Monday- Saturday 9:00 a.m. – 5:00 p.m.*	\$450.00
b. Monday – Saturday after 5:00 p.m.	\$550.00
c. Sunday 9:00 a.m. – 4:00 p.m.	\$750.00
(9) Other Interments/Services:	
a. Disinterment /Reinterment 9:00 a.m. – 5:00 p.m.*/**	\$500.00
b. Reinterment with set-up 9:00 a.m. – 5:00 p.m.*/**	\$650.00
c. Indigent interment 9:00 a.m. – 5:00 p.m.*/**	\$250.00
d. Additional set-ups include (1) one tent and (12) twelve chairs =	\$200.00

* Funeral Services should be concluded by 5:00 p.m. at the cemetery. Any funeral not concluded by 5:00 p.m. will be billed at the after 5:00 p.m. rate.

** Must be conducted Monday-Friday during normal business hours

*** Plus applicable doc stamps and recording fees, to be collected at time of lot sale

**** **Cremains may be interred in an existing adult or infant gravesite at the head or foot of the casket, or in addition to an existing urn in a cremains-only lot.**

- Funeral Services may be conducted on City observed holidays; however, all “Other Interments” exclude City-observed legal holidays.
- All funeral arrangements shall be scheduled two business days prior to services

Section 4. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 5. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code



of Ordinances for the City of Palatka, Florida.

Section 6. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of June, 2014.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Best Practice Recommendations for Cleaning Government Issued Headstones¹

This document was developed as general guidance for the cleaning of government issued headstones based on research undertaken by the National Park Service National Center for Preservation Technology and Training and funded by the Department of Veterans Affairs National Cemetery Administration. Recommendations are intended to be used by cemetery directors, operations staff, foremen, maintenance staff, contractors and headquarters staff. The document focuses on general cleaning and regular maintenance of marble headstones that are soiled from dirt and biological growth. Recommendations do not address cleaning needs from unusual events such as removal of road tar, mower scars, vandalism, or other accidental damage. Cleaning recommendations for other stone types such as granite, sandstone, or limestone are not presented here.

One of the critical components of maintaining the appearance of a national cemetery is the cleaning of headstones. Many of the more than 3 million gravesites in 131 national cemeteries are historic headstones and markers which should be protected and treasured. Also, today's new headstone will be tomorrow's historic grave marker.

Headstone cleaning must take into consideration the operational standards set forth by the National Cemetery Administration. [1] The following standards are among those designated for headstones:

- Headstones, markers, and niche covers are clean, free of debris and objectionable accumulations.
- Headstones, markers, and niche covers are not damaged by cemetery operations (e.g., interment, grounds maintenance, headstone, marker, niche cover, maintenance, and facility maintenance operations).

Maintenance practices must have an eye toward the future. Many cleaning methods may be able to remove soiling from headstones. Some will be more effective than others. But the long-term effects must also be considered. Anyone developing a cleaning method must look at the soiling agent to be removed, the potential threats caused by the soiling, and the possible unintended results of cleaning.

¹ This document, released for distribution on May 23, 2011, is part of a forthcoming report of research undertaken by the National Park Service's National Center for Preservation Technology and Training for the Department of Veterans Affairs National Cemetery Administration.



Soiling Agents or Accumulations

Soiling agents are accumulations on stone that alter the appearance of the stone and may cause additional damage. Different soiling agents may respond better to a particular cleaning method. Soiling agents include:

- **Dirt**, including soil and mud, often arises from transferring the topsoil to headstone surface. Dirt can lead to dark staining on the surface or an overall dingy appearance. Dirt can penetrate into the pores of the stone and be difficult to remove. Minerals containing iron can leach into the marble surface and leave rust colored stains behind. If the headstone has sunk into the ground over time, then is raised and realigned, a distinct line of soiling can be seen. Dirt can retain moisture after rainfall and lead to the growth of mold or mildew on the stone surface.
- **Air pollution**, including particles from vehicle exhaust, can deposit on the surface of marble. Nearby factories or industrial activities can generate pollutants that can change the appearance of the stone or chemically interact with the stone over time. For example, sulfur dioxide produced through manufacturing processes and vehicle exhaust can interact with marble surfaces to cause gypsum crusts. These crusts can capture soil and pollution particles to create rough, gray surfaces.[2]
- **Biological organisms**, such as bacteria, mold, mildew, algae, mosses, or lichen can adhere to the headstone and result in appearance changes. Microorganisms are capable of establishing a biofilm on the surface of the stone. Biofilms include proteins and sugars that are hard to remove through standard cleaning practices and provide food for regrowth of organisms.[3] Bacteria can consume air pollutants and produce acids that can attack the stone. Fungi can penetrate the pore system of stone and carry bacteria further into the stone.[4]
- **Bird droppings** or other animal secretions can stain the stone. Depending on the animal's diet, the stains may be difficult to remove. Urine seeps into porous materials and with time produces yellow stains.
- **Plant or tree sap** is a sticky substance that drips from overhanging trees. The material may contain resins that are not easily dissolved in water. The sugars in the sap may attract insects or provide food for molds and mildews. Shrubs have falling berries that can stain surfaces.



Other threats to headstones

- **Salt damage** can cause disintegration of a stone surface. The presence of salts within the stone, in the grounds surrounding the stone, in irrigation water, in some herbicides, and in some cleaners, can migrate through the stone's porous network and cause damage. Salts are dissolved and transported by water. They can recrystallize and exert pressures in the pores that may exceed the strength of the stone.[5, 6] Thus, do not use cleaners that leave behind salts to clean marble headstones.
- **Freeze thaw cycles** can increase stone weathering. Water can enter into openings, cracks, and pores of stone. If freezing temperatures exist, the water can freeze and expand. With many freeze thaw cycles, water can damage stone.[7] Since most cleaning efforts require saturating the stone with water or liquids, do not clean headstones during freezing temperatures or when a freeze is expected within 48 hours of the cleaning.
- **Improper cleaning** can stain the surface or accelerate stone deterioration. Well-meaning but ill-informed custodians of cemetery headstones do damage through poor selection of cleaning methods. This would include use of power-washing equipment too close to the stone, not rinsing after application of cleaner, and using products in a greater strength than the manufacturer recommends.

Important factors to consider

- **Use the gentlest, least invasive method**
Select cleaning methods and materials that, to the best of your knowledge, do not affect the headstone. Chemicals and physical treatments should be undertaken using the gentlest means possible to insure the longevity of the headstone and to minimize the need to replace the stone.
- **Do no harm to the stone**
Do no harm to the headstone during its care or the care of the cemetery. A headstone is placed on a soldier's grave as a marker to identify burial site, but serves other roles as well. It is intended to honor the deceased and thus should be treated with respect. Over time the headstone takes on meaning to the loved ones who visit. By its very nature, it possesses added value and association to the veteran's service.



- ***Consider long-term effects***

Recognize that cleaning efforts are part of a continuum of cleaning that will be applied to the headstone. All efforts to clean headstones affect the surface in ways that are not always obvious. Marble is made up of interlocking grains of carbonate mineral which is bound together in a network that includes varying amounts of pores. When the surfaces are cleaned, some of the grains can be loosened and lost. Sometimes the mineral binder that holds the stone together can be affected. Over time and many cleaning campaigns, the surface can be altered noticeably and result in a sugaring appearance. Some marble is more prone to this type of deterioration than others. For example, Colorado Yule marble is more affected by cleaning than Cherokee White marble from Georgia.

- ***Don't remove the original surface***

The original surface may be polished and smooth. The inscriptions are generally carved into the headstone. If the original surface is altered, the way the headstone subsequently weathers may be changed. As the surface roughens, it will soil more easily. The inscriptions can be eroded away, making the headstone harder to read. Never aggressively scrub the surface, or use wire brushes or mechanical methods such as sanders or grinders to clean the surface. See also –mechanical cleaning: power tools, below.

- ***Minimize cleaning impacts***

Minimize the number of times a headstone is cleaned in its lifetime. While a cyclic maintenance plan is needed to maintain the appearance of the headstone, over-cleaning should be avoided. If possible, historic headstones should not be cleaned more frequently than once a year.

- ***Test cleaner first***

ALWAYS TEST the cleaner for suitability and results before overall cleaning. Conduct the test using the recommended application procedures. Let test area dry thoroughly before inspection. When using a biocidal cleaner, it may take several days before the full cleaning effect is realized. When practical, allow two or more weeks for biological soiling to disappear.



- **Consider Environmental Conditions**

Environmental conditions may dictate the frequency of cleaning. For example, headstones that are located in shady and damp areas under trees may need to be cleaned more frequently than headstones in sunny areas.

Cleaning techniques known to damage stone

- **Bleach or bleach-like products**

Household bleach or other oxidizing cleaners, such as Daybreak cleaner or HTH Shock 'N Swim pool treatment may chemically react with the stone surface and leave soluble salts in the pores of the stone which will lead to decay. Check the label of the cleaner or the Materials Safety Data Sheet (MSDS) for active cleaning ingredients. If the products contain sodium hypochlorite (NaClO), sodium perborate, sodium percarbonate, sodium persulfate, tetrasodium pyrophosphate, calcium hypochlorite or urea peroxide, do not use them for cleaning the headstone. For example, Daybreak cleaner contains 14% sodium hypochlorite and is not recommended.

- **Strong acids or bases**

Strong acids, including muriatic acid, hydrochloric acid, or others are too harsh and will dissolve the stone surface. Because they are corrosive, they can also be hazardous to workers. Strong bases, such as concentrated ammonia, sodium hydroxide, calcium hydroxide, potassium hydroxide, or others may be aggressive on the surface of the stone and may be hazardous to workers.

- **Mechanical cleaning: Power tools**

Harsh mechanical devices such as sand blasting, or power tools such as sanders or drills equipped with a wire brush remove the original material of the grave marker.

- **Mechanical cleaning: High-pressure washing**

Pressure washing systems are mechanical sprayers that use water under high pressures to clean surfaces. Commercially available pressure washers operate at pressures between 750 psi and 30,000 psi that will damage marble headstones. This technique can cut into and mar the surface of the stone. The appropriate distance and pressure needed to properly clean an individual headstone is generally about 12 inches with a pressure of 500 psi or less. Some stones may not be able to tolerate these conditions depending on their condition. A test patch in a small unobtrusive area on the headstone is recommended prior to cleaning.



Cleaning methodology

A cleaning regimen for headstones should be based on environmental considerations such as humidity, biological growth rates, tree cover and vegetation, precipitation and other factors that influence the frequency of cleaning necessary to maintain an appropriate appearance.

- **Choosing the cleaner**

Cleaning should be undertaken with the mildest, least-abrasive method. Improper cleaning can lead to accelerated deterioration or loss of original materials. Always begin by reviewing the Materials Data Safety Sheet (MSDS) for any chemical product to be used. The MSDS may be found by searching online or by contacting the manufacturer or distributor. The MSDS contains important chemical information and necessary safety precautions needed for use of the product.

Make sure to note the manufacturer's application recommendations. The two most important features to note are the dilution ratio and the dwell time. If the manufacturer recommends diluting the cleaner, use the recommended dilution ratio. A small amount of the cleaner should be added to water to create the required ratio. Using the cleaner in a more concentrated form may increase the risk of damage to the headstone. The dwell time is the amount of time that the cleaner is left on the surface of the stone before scrubbing and rinsing the stone. The dwell time varies depending on the cleaner.

Biocidal cleaners are available for use on stones that have biological growth, such as algae, mildew, moss, and lichen. Most biocidal additives also help to keep biological from returning to the stone for an extended period of time. Recommended biocidal cleaners include D/2 Biological Solution manufactured by Sunshine Makers,² Enviro Klean® BioWash®,³ or other cleaners that contain quaternary ammonium compounds. Consult with the product manufacturer to determine if the biocidal cleaner contains buffers that may leave salts behind on the stone. Follow directions as specified by the biocide manufacturer, making sure to rinse thoroughly. It is important to know that marble cleaned with biocides should continue to lighten over the next few days. The advantage of a biocidal cleaner is that it helps remove a wide range of soiling including

² Exclusively distributed by Cathedral Stone® Products, Inc., 7266 Park Circle Drive, Hanover, MD 21076, Telephone: 410-782-9150, Fax: 410-782-9155.

³ Manufactured and distributed by PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS 66046. Telephone: 800-255-4255; Fax: 785-830-9797. E-mail: CustomerCare@prosoco.com.



biological growth. The disadvantage is that the cleaners are more expensive than other products on the market.

- ***Equipment needed***

- ***Personal Protective Equipment***

- While no special equipment is required under normal use, gloves and eye protection are recommended. Avoid eye contact where splashing of the cleaner may occur, such as during spray applications. Wash hands thoroughly after handling any cleaner and before eating, drinking or smoking.

- ***Brushes***

- Soft bristle brushes are required when cleaning stones. They can have natural or synthetic bristles. Vegetable brushes or soft grooming brushes for large animals are a few that can be found in chain or farm supply stores. All rough or metal edges must be covered with tape to reduce the chance of scratching the stone.

- ***Hand or Backpack Sprayers***

- A variety of hand-pump sprayers can be used for cleaning headstones. Make sure that the sprayer is dedicated to the cleaners to be used and not used for other functions like applying pesticides. Backpack sprayers are useful when cleaning a large number of headstones typical in the national cemeteries. These consist of a holding tank, hose, and wand with adjustable nozzle. The sprayers generally operate in a 15-80 psi pressure range.

- ***Clean Water***

- One of the most important things to locate in the cemetery is the nearest source of water. It takes a lot of water to properly clean stone. If the cemetery does not have clean running water then it is important to bring barreled or bucketed water to the site.

- ***Pre-wetting the stone***

- Soak the stone liberally with water before applying the cleaner with a hand or backpack sprayer. Stone is a very porous material and will absorb the cleaner. By soaking it beforehand, the cleaner will stay on the surface of the stone and minimize penetration of the cleaner in to the stone. This action minimizes potential adverse effects by the cleaner, such as salt crystallization in the pores of the stone. It makes it easier to rinse the cleaner from the stone surface.



- ***Applying the cleaner***
Always keep the stone wet during cleaning and thoroughly rinse afterwards. Do not allow the cleaner to dry on the stone. Apply the cleaner according to the manufacturer's recommendations. Changes to the dilution or dwell time are considered "off-label" and the effectiveness of the cleaning method cannot be guaranteed. Evenly apply the cleaner with a sprayer to saturate the surface.
- ***Agitating the surface***
Agitate the surface gently in a circular motion using a soft bristle brush. Work in small areas, starting from the bottom and moving toward the top of the headstone. Agitation will loosen soiling from the surface of the stone.
- ***Rinsing the stone***
Remember to rinse after cleaning each area and to thoroughly rinse the stone at the end to make sure that no cleaner is left behind.

A typical cleaning regime may include a three-person team. The first person thoroughly wets the stone with clean water using a hose or a portable backpack sprayer. A second person sprays the stone surface with the biocidal cleaner. After the appropriate dwell time, a third person gently agitates the cleaner on the stone surface with a soft bristle brush, then rinses the stone with clean tap water.

Glossary of Terms

Ionic cleaner: A substance that aids in the removal of dirt and serves as an emulsifier by bridging between water and oil. The substance is a long chain chemical that has a charge on one terminal.

Non-ionic cleaner: A substance that is similar to an ionic cleaner, except that it does not have a charge.

Surfactant: A compound that is a surface active agent. It reduces the surface tension between liquids that do not normally mix together. It aids in the cleaning of a surface.

Biocide: A chemical capable of killing living organisms.

Pressure washer: a mechanical sprayer that uses high-pressure water to clean and remove dirt and other accretions from surfaces and objects.



Dilution ratio: reduction of the concentration of a chemical by mixing with water or another solvent by a specific portion. A useful reference chart for specific dilution ratios can be found at http://www.tomorrowchemicals.com/files/Dilution_Ratios_TC.pdf.

Dwell time: The time a cleaner remains on the surface of a stone before agitation or rinsing.

References

1. *National Cemetery Administration, National Shrine Commitment, Operational Standards and Measures*. October 2009, Department of Veterans Affairs: Washington, DC. p. 32.
2. Charola, A.E., *Review of the Literature on the Topic of Acidic Deposition on Stone*. 1998, NCPTT Publication 1998-09: Natchitoches, La. p. 85.
3. Hall-Stoodley, L., J.W. Costerton, and P. Stoodley, *Bacterial biofilms: from the Natural environment to infectious diseases*. *Nat Rev Micro*, 2004. 2(2): p. 95-108.
4. Mitchell, R., *The role of microorganisms in the deterioration of atmospheric pollutants of stone used in historic buildings and monuments*. 1998-1999, NCPTT Grant number MT-2210-8-NC-23: Harvard University. p. 23.
5. Rodriguez-Navarro, C. and E. Doehne, *Salt weathering: influence of evaporation rate, supersaturation and crystallization pattern*. *Earth Surface Processes and Landforms*, 1999. 24(3): p. 191-209.
6. Scherer, G.W., *Controlling Salt Damage*. 2009, NCPTT Grant No. MT-2210-09-NC-03: Princeton University. p. 20.
7. Hall, C. and W.D. Hoff, *Water Transport in Brick, Stone, and Concrete*. 2002, New York: Taylor & Francis.



CITY OF PALATKA

CEMETERY RULES AND REGULATIONS

1. MONUMENTS, SLABS, COPING, ETC.

A.) All corners, coping, monuments, and slabs for gravesites shall be marble or granite, and shall be installed no more than 1” above ground level

Due to ground settling, no slab shall be installed less than 30 days after interment

If monuments sink or become unlevelled for any reason, the monument supplier will be contacted for resetting.

The City of Palatka is not responsible for setting Veterans monuments.

B.) Marble or granite benches are permitted in all City of Palatka cemeteries, to be placed only on the plot, with the exception of benches in Oak Hill West Cemetery, which shall be set only in place of a headstone, and/or may be placed on a separately purchased plot.

C.) A permit shall be obtained by the monument supplier prior to the setting of any monument, slab, corner coping, or bench. Monument suppliers shall contact the City of Palatka Cemetery office at (386) 329-0175 to obtain a permit. The cemetery personnel shall clearly mark the allowable area of installation prior to the delivery or markers, etc.
MONUMENT DELIVERY PERSONS ARE TO REPORT TO THE OAKHILL WEST CEMETERY OFFICE BEFORE PLACING A HEADSTONE/SLAB/MONUMENT.

D.) **Monuments/markers/benches/foot-stones (permanent memorials) are the property of the lot owner. Maintenance, repair, and upkeep are the responsibility of the lot owner. The cemetery assumes NO responsibility or liability for maintenance, repair, upkeep, or damage to permanent memorials installed on a lot.**

E.) Light materials, including but not limited to, stones, gravel, pebbles, mulch, **Cremaains**, or granite dust, are strictly **prohibited** for use as gravesite covering.

2. VEHICLES

A.) All vehicles, including vault and monument trucks, are limited to the roadway only. No vehicles shall be driven over or across gravesites, with the exception of equipment operated by the City of Palatka Cemetery Personnel.

3. TREES, SHRUBS, PLANTS, ETC.

A.) **No plants, shrubs, trees, gravel, mulch, border grass, brick, landscaping tile, of fencing on or around trees, graves, or family plots.**

B.) **Planting of trees and shrubs is prohibited.**

C.) Memorial trees may be planted along roadways or in a location approved by cemetery management with a permit.

4. FUNERAL FLORAL ARRANGEMENTS

A.) **Floral arrangements and floral wreath stands are permitted for a seven day period after interment, and are not permitted at any other occasion.**

B.) All post-interment flowers, ornaments, or other decorations shall be placed in the monument area only in a permanent, affixed vase. Nothing shall be hung or placed in any tree or shrub in any cemetery.

C.) **One arrangement of real or silk flowers is permitted on each grave. Plastic flowers are not permitted. Floral arrangements will be removed when they become unsightly or wilted.**

D.) Seasonal flowers, i.e. Easter lilies and poinsettias, will be permitted for a period of seven days prior to and fourteen days after the holidays.

E.) **NO objects such as balloons, toys, personal effects, wind chimes, alcoholic beverage containers, bird feeders, solar lights, statuettes, stepping stones, or any other objects shall be placed on a grave. The cemetery staff will remove any of the above named items and place them at the cemetery office located at Oak Hill West for a period of 30 days prior to disposal.**

F.) Alcoholic beverages are not permitted on the City of Palatka cemeteries property.

5. FLAGS

A.) Memorial flags holders intended to honor service to the citizens of the United States of America shall be permitted to be sited at the gravesite, at either end of the headstone. Such flag holders may commemorate the American Flag, service in the military, military organizations, and service to the public at large (police officers, firefighters, etc.). Such flags will be allowed to remain at the gravesite throughout the year, and shall be required to be maintained in good condition by any given organization or person that shall such place a flag in a given holder. Flags should be kept to 12” by 18” in size or small.



Agenda Item

9



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the Palatka Code of Ordinances to restate Chapter 2, Article V, Division 1, Code Enforcement Board, Sections 2-281 through 2-291 - 1st Reading

SUMMARY:

In January 2013, the Palatka Police Department was tasked with transitioning the Code Enforcement function for the City of Palatka to the Palatka Police Department. One of the steps taken during the transition has been the review of applicable City of Palatka ordinances to determine if any changes to the ordinances needed to be made to make code enforcement more effective and efficient. That review took place while considering some changes that are considered necessary to enhance the code enforcement function.

It was determined that law enforcement officers should be utilized to assist with code enforcement. This would increase the number of persons available to respond to and work code enforcement complaints.

The City of Palatka has adopted a Public Nuisance ordinance, Chapter 46, Article IV, Sections 46-251 through 46-258. Per that ordinance, nuisance violations were to be referred to a Nuisance Abatement Board. It had been found that the City of Palatka was never able to fully staff the Nuisance Abatement Board.

With those changes in mind, Chapter 2, Article V, Division 1, Section 2-281 through 2-290 was reviewed. This ordinance focuses on code enforcement in general, the Code Enforcement Board, authority of the Code Enforcement Board, enforcement procedures relative to the Code Enforcement Board and appeals of decisions by the Code Enforcement Board. It was discovered that a change of the definition for Code Enforcement Officer was necessary. The present code referred to the position as Code Inspector and did not include utilizing law enforcement officers. We have researched and found a suitable definition for Code Enforcement Officer to include utilizing law enforcement officers.

Additionally, the Nuisance Abatement Board as defined in current ordinance is to be eliminated and the duties are to be transferred by ordinance to the Code Enforcement Board.

RECOMMENDED ACTION:

Pass on first reading an ordinance amending the City of Palatka Code of Ordinances to restate Chapter 2, Article V, Division 1, Code Enforcement Board, Sections 2-281 through 2-291. Second reading scheduled for June 26, 2014

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance

REVIEWERS:



Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	6/5/2014 - 10:07 AM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:00 PM
City Manager	Czymbor, Michael	Approved	6/5/2014 - 12:29 PM



ORDINANCE NO 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA TO REVISE CHAPTER 2, ARTICLE V, DIVISION 1, CODE ENFORCEMENT BOARD, BY AMENDING ARTICLE V, SECTION 2-281, DEFINITIONS; SECTION 2-283, JURISDICTION; 2-285, ENFORCEMENT PROCEDURES; SECTION 2-286, CONDUCT OF HEARINGS; SECTION 2-288, FINES; SECTION 2-289 APPEALS AND SECTION 2-290 NOTICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, code violations create conditions which negatively affect the health, safety and welfare of the community as well as the general livability of the community occur at businesses and residences in the City of Palatka; and

WHEREAS, code violations are enforced by the City of Palatka through its' Code Enforcement Officer and the Code Enforcement Board; and

WHEREAS, the City of Palatka wishes to utilize the Code Enforcement Board as its' Nuisance Abatement Board; and

WHEREAS, the City of Palatka incurs costs for the enforcement of code violations to include fines, fees, prosecution costs and abatement costs that need to be paid to the City of Palatka by the party or parties responsible for the code violations; and

WHEREAS, the City of Palatka wishes to levy fines, collect fees and costs of prosecution; and

WHEREAS, this Ordinance amends and replaces Chapter 2, Article V, Division 1 of the Palatka Municipal Code of Ordinances, entitled Code Enforcement Board.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 2, Article V, **Code Enforcement Board**, Division 1, Generally, Sections 2-281 through 2-290, be and are hereby restated in their entirety as follows:



DIVISION 1. – GENERALLY

Sec. 2-281. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Code inspector~~ means the city manager or his designee.

Code enforcement officer means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, as well as a city law enforcement officer as defined in this section; provided, however, nothing in this definition shall be construed to authorize any person designated as a code enforcement officer, other than a law enforcement officer, to perform any function or duties of a law enforcement officer other than as specified. A code enforcement officer, other than a law enforcement officer, shall not make physical arrests or take any person into custody and shall be exempt from bonding, and the requirements of the criminal justice standards and training commission, as defined and required by general law.

Commission means the governing body of the city.

Enforcement board means the code enforcement board.

Sec. 2-282. - Intent of article.

It is the intent of this article to promote, protect and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the codes of the city described in this article.

Sec. 2-283. - Jurisdiction.

The code enforcement board created by this article pursuant to F.S. Ch. 162 shall exist pursuant to the intent of that statute until and unless the city commission shall determine that such intent is not being implemented. The code enforcement board shall enforce and have jurisdiction of the following provisions of this Code:

- (1) Chapter 3, Adult Entertainment Establishments.
- (2) Chapter 6, Advertising.
- (3) Chapter 14, Animals.



- (4) Chapter 18, Buildings and Building Regulations.
- (5) Chapter 30, article II, Nuisances.
- (6) Chapter 30, article III, Junked Automobiles and Abandoned Property.
- (7) Chapter 30, article VI, Minimum Standards for Maintenance.
- (8) Chapter 46 article IV, Nuisances**
- (9) Chapter 54, article III, Historic Districts.
- (10) Chapter 62, Signs.
- (11) Chapter 70, Streets, Sidewalks, and Other Public Places.
- (12) Chapter 78, article V, Occupational License Tax.
- (13) Chapter 86, Utilities.
- (14) Chapter 94, Zoning.

Sec. 2-284. - Membership, organization and meetings.

- (a) *Number of members; qualifications.* There is hereby created a code enforcement board of the city, which shall consist of seven members to be appointed by the commission, who shall serve without compensation. The commission may also appoint up to two alternate members who may serve on the board in the absence of board members and who shall also serve without compensation. All members of the board as well as the alternate members shall be residents of the city.
- (b) *Composition.* The membership of the enforcement board shall whenever possible include experts in the following fields:
 - (1) Architecture.
 - (2) Business.
 - (3) Engineering.
 - (4) General contracting.
 - (5) Subcontracting.
 - (6) Real estate.
- (c) *Reappointment of members.* Any member may be reappointed for successive terms upon approval by the commission.
- (d) *Term of office of members.* The initial appointments to the enforcement board shall be as follows:
 - (1) Two members shall be appointed for a term of one year.
 - (2) Three members shall be appointed for a term of two years.
 - (3) Two members shall be appointed for a term of three years.
 - (4) The alternate members shall be appointed for an initial term which will expire on the last day of the month of September, 2003. Thereafter, said alternate members or their successors shall be appointed for terms of three years each.

Thereafter, each term shall be for a period of three years.



- (e) *Removal of members; vacancies.* Members of the enforcement board may be removed from office by the commission for cause upon written charges and after a public hearing. If any member fails to attend two out of three successive meetings without cause and without prior approval of the chairperson of the enforcement board, the board shall declare the member's office vacant and the commission shall promptly fill such vacancy. Vacancies shall be filled by the commission for the unexpired term affected.
- (f) *Officers.* At the first meeting of the enforcement board, the members of the enforcement board shall elect a chairperson and a vice-chairperson from among the members; the vice-chairperson shall preside in the absence of the chairperson.
- (g) *Quorum.* The presence of four or more members shall constitute a quorum of the enforcement board necessary to take action.
- (h) *Compensation of members.* Board members shall serve without compensation, but may be reimbursed for such travel, mileage and per diem expenses as may be authorized by the council.
- (i) *Calling of special meetings.* Special meetings of the enforcement board may be convened by the chairperson upon the giving of notice thereof to each member of the enforcement board. Unless waived by a majority of the enforcement board, notice of a special meeting shall be given at least 24 hours prior thereto.
- (j) *Minutes; hearings to be open to public; personnel; legal counsel.* Minutes shall be maintained of all hearings held by the enforcement board, and all hearings shall be open to the public. The commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties. The city attorney shall be counsel to the enforcement board.

Sec. 2-285. - Enforcement procedures

- (a) *Initiation of enforcement proceedings.* It shall be the duty of the code **enforcement officer** ~~inspector~~ to initiate enforcement proceedings of the various codes **over which the code enforcement board has jurisdiction pursuant to this ordinance.** No board member shall have the power to initiate enforcement proceedings.
- (b) *Notice of violation; request for hearing.* If a violation of the codes is found, the code **enforcement officer** ~~inspector~~ shall notify the violator, unless subsection (c) of this section applies, and give the violator a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code **enforcement officer** ~~inspector~~ shall



notify the enforcement board and request a hearing pursuant to the procedure in section 2-286. Written notice shall be mailed to the violator as provided in this division.

- (c) *Emergencies.* If the code **enforcement officer** ~~inspector~~ has reason to believe a violation presents a serious threat to the public health, safety and ~~or~~ welfare, **and the normal procedure for noticing and citing a violation is not feasible because of the nature of the threat posed by the violation the code inspector may issue a notice to the violator to appear before the Code Enforcement Board at a designated time and place.** ~~proceed directly to the procedure in section 2-286 without notifying the violator by the written notice and citation provided in subsection (b) of this~~

Sec. 2-286. - Conduct of hearings.

- (a) *Calling of hearings.* The chairperson of the enforcement board may call hearings of the enforcement board, and hearings may also be called by written notice signed by at least three members of the enforcement board. The enforcement board at any hearing may set a future hearing date. The enforcement board should attempt to convene no less frequently than once every two months, but may meet more or less often as the demand necessitates.
- (b) *Minutes; hearings to be open to public; personnel.* Minutes shall be kept of all hearings by the enforcement board and all hearings shall be open to the public. The commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties.
- (c) *Presentation of cases.* Each case before the enforcement board shall be presented by the **code enforcement officer** ~~inspector, or the City Attorney.~~
- (d) *Hearing of cases; testimony.* The enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code **enforcement officer** ~~inspector, **any other witnesses and**~~ alleged violator. Formal rules of evidence shall not apply; however, fundamental due process shall be observed and govern the proceedings.
- (e) *Decision; issuance of order; voting.* At the conclusion of the hearing, the enforcement board shall issue findings of fact and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this division.



The findings shall be by motion approved by a majority of those present and voting, except that at least three members of the enforcement board must vote in favor of the action to be official.

- (f) Once the alleged violator(s) has been properly noticed as to the hearing before the board and if the violator(s) fails to appear, the board may proceed with a hearing on the merits of the alleged violation. Any findings or orders resulting from such hearing are valid and binding upon said violator(s) if a violation is found to exist.
- (g) Once the owner(s) of the property at which the alleged violation has occurred has been properly notified of the hearing before the board and fails to appear, the board may proceed with a hearing on the merits of the alleged violation and any findings or orders are valid and binding against said owner(s).
- (h) If a corporation is either the violator or the owner of the property, notice as outlined herein shall be affected upon the designated registered agent. If the corporation is a foreign corporation that has failed to comply with F.S. § 48.091, notice shall be permitted to be served upon any employee at the corporation's place of business or any agent transacting business for it in this state.

Sec. 2-287. - Powers.

The enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the city's police department.
- (3) Subpoena evidence to its hearings.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

Sec. 2-288. – Fines.

- (a) The code enforcement board, upon notification by the code enforcement officer ~~inspector~~ that an order of the code enforcement board has not been complied with by the set time, or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code ~~inspector~~ enforcement officer.



In addition, if the violation is a violation described in F.S. § 162.06(4), the code enforcement board ~~shall notify the city commission, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section.~~

If a finding of a violation or a repeat violation has been made as provided in this division, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b) of this section.

- (b) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a) of this section. However, if the code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000.00 per violation. In determining the amount of the fine, if any, the enforcement board shall consider the following factors:
 - (1) The gravity of the violation;
 - (2) Any actions taken by the violator to correct the violation; and
 - (3) Any previous violations committed by the violator.

The enforcement board may reduce a fine imposed pursuant to this section.

- (c) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this division shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city commission, and the city commission may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, the enforcement board may authorize the city attorney to foreclose on the lien. No lien created pursuant to the provisions of this division may be foreclosed on real property which is a homestead under section 4, article X of the state constitution.



- (d) No lien provided under the Local Government Code Enforcement Boards Act (F.S. § 162.01 et seq.) shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The city commission shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 2-289. – Appeals; other enforcement methods.

- (a) An aggrieved party, including the city, may appeal a final administrative order of the enforcement board to the circuit court of the county. An appeal shall be filed within 30 days of the execution of the order. **Regardless of the outcome of the appeal, each party shall pay their own respective costs and attorney's fees as incurred in prosecuting and/or defending the appeal.**
- (b) Nothing contained in this article shall prohibit the city from enforcing its codes by any other means. It is the intent of this article to provide an additional or supplemental means of obtaining compliance with city codes.

Sec. 2-290. - Notices.

- (a) All notices required by this division shall be provided to the alleged violator by certified mail, return receipt requested; by hand delivery by the sheriff or other law enforcement officer, code inspector or other person designated by the city commission; or by leaving **delivery of** the notice **by anyone authorized to effect hand delivery** at the violator's usual place of residence **with to** any person residing therein who is above 15 years of age and informing such person of the contents of the notice.
- (b) In addition to providing notice as set forth in subsection (a) of this section, at the option of the code enforcement board, notice may also be served by publication or posting, as follows:
 - (1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a



newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

- (2) In lieu of publication as described in subsection (b)(1) of this section, such notice may be posted for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at the primary municipal government office. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.
- (3) Notice by publication or posting may run concurrently with, or may follow, an attempt to provide notice by hand delivery or by mail as required under subsection (a) of this section. Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a) of this section, together with proof of publication or posting as provided in subsection (b) of this section, shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

Section 2. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section 3. That this ordinance shall take effect upon its passage as provided by law.

Section 4. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of June, 2014.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:



Agenda Item

10



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the City of Palatka Code of Ordinances to restate Chapter 30, Environment, Article II, Nuisances, Section 30-31 through 30-39 - 1st Reading

SUMMARY:

In January 2013, the Palatka Police Department was tasked with transitioning the Code Enforcement function for the City of Palatka to the Palatka Police Department. One of the steps taken during the transition has been the review of applicable City of Palatka ordinances to determine if any changes to the ordinances needed to be made to make code enforcement more effective and efficient. That review took place while considering some changes that are considered necessary to enhance the code enforcement function.

The City of Palatka has an ordinance, Chapter 30, Article II, Section 30-31 through 30-39 that deals with nuisances and prohibited conditions. A review of that ordinance revealed that the definitions and descriptions of prohibited conditions and minimum maintenance standards was inadequate in that it was too general in nature and did not specify violations in a professional manner.

Research was conducted and more detailed definitions and descriptions for nuisance conditions and minimum maintenance standards were sought. We were successful in locating alternate language that provided for the detailed definitions and descriptions needed. The minimum maintenance standards from a neighboring community, Palm Coast provided a great deal of the language needed.

RECOMMENDED ACTION:

Pass on first reading an ordinance restating Chapter 30, Environment, Article 2, Nuisances, Sections 30-31 through 30-39. Second reading and adoption is scheduled for June 26, 2014.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance restating Ch 30 Art II Sec 30-39	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/30/2014 - 4:38 PM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 12:51 PM
City Manager	Czymbor, Michael	Approved	6/5/2014 - 1:46 PM



ORDINANCE No. 14 - _____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA TO REVISE CHAPTER 30, ENVIRONMENT, ARTICLE II, ENTITLED "NUISANCES" BY RESTATING THE ARTICLE IN ITS ENTIRETY; REVISING PROHIBITED CONDITIONS AND PUBLIC NUISANCES; ENFORCEMENT; PROVISIONS REGARDING NOTICES, APPEALS, COSTS AND RECORDING OF ASSESSMENTS TO ABATE NUISANCES; DELETING SECTION 30-40, FORM OF ASSESSMENT NOTICE IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, code violations create conditions which negatively affect the health, safety and welfare of the community as well as the general livability of the community occur at businesses and residences in the City of Palatka; and

WHEREAS, code violations are enforced by the City of Palatka through its' Code Enforcement Officer and the Code Enforcement Board; and

WHEREAS, the City of Palatka wishes to establish uniform descriptions of prohibited conditions and nuisances that constitute violations of City of Palatka code; and

WHEREAS, the City of Palatka wishes to enforce code violations in a uniform manner;

WHEREAS; the City of Palatka wishes to establish a procedure for the abatement of code violations, notices to abate, appeal of abatement orders, abatement by the City of Palatka and recovery of costs for abatement

WHEREAS, this Ordinance amends and replaces Chapter 30, Article II of the Palatka Municipal Code of Ordinances.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:



Section 1. That Chapter 30, Environment, Article II, entitled Nuisances, shall be and is hereby restated in its entirety as follows:

Sec. 30-31. - Penalty.

Every owner who shall fail, refuse or neglect to comply with the order of the city manager or the city commission or who otherwise violates any of the provisions of this article shall be deemed guilty of a violation of this Code and shall, upon conviction thereof, be subject to punishment as provided in section 1-10.

Sec. 30-32 – Prohibited Conditions and Public Nuisances

(a) Purpose and Intent. The purpose and intent of this section is to prohibit and prevent the following conditions:

- (1) Accumulation of trash, junk, or debris, living and nonliving plant material, hazard tree(s), and stagnant water.**
- (2) Excessive and untended growth of grass, weeds, brush, branches, and other overgrowth.**
- (3) The existence of all other objectionable, unsightly or unsanitary matter, materials, and conditions on improved property.**
- (4) Property being inhabited by, or providing a habitat for rodents, vermin, reptiles, or other wild animals.**
- (5) Property providing a breeding place for mosquitoes.**
- (6) Property being a place, or being reasonably conducive to serving as a place, for illegal or illicit activity.**
- (7) Property threatening or endangering the public health, safety, or welfare of City residents.**
- (8) Property reasonably believed to cause currently, or potentially to cause in the future, ailments or disease.**
- (9) Property adversely affecting and impairing the economic value or enjoyment of surrounding or nearby property.**
- (10) Failure to replace or repair with similar or improved material in a reasonable period, not to exceed 60 days, broken or missing building components, including, but not limited to, doors, windows, roofing material, siding, and drives/walks outside the right-of-way which detract from the aesthetics of the neighborhood, shopping area, industrial area or other commercial area within the service district.**
- (11) Failure to repair, replace, or remove broken fencing, screening or decorative elements on a developed parcel or lot.**



(12) Failure of owner of land to keep any sidewalk abutting thereon and all parkways to the curb line free and clear of all weeds, undergrowth, rubbish, debris and trash.

(b) Definitions. These words, terms and phrases, when used in this Section will mean the following:

Abandoned property includes, but is not limited to, wrecked or derelict property which has been left behind when it appears that the former owner does not intend to come back, pick it up, or use it. Examples may include, but are not limited to, possessions left in a house, possessions left outside a structure, vehicles, vessels, etc., left behind or beside a road for a period of time not to exceed ten days.

Abandoned vehicle means, but is not limited to, any wrecked or derelict property which has been left abandoned and unprotected from the elements and shall include, but is not limited to, a vehicle in a state of disuse, neglect, a vehicle without a license plate, a vehicle with a license plate that is not registered to that vehicle, a vehicle that does not have a registration sticker affixed to the license plate, a vehicle that has a registration sticker affixed to the license plate which has expired. Evidence of disuse, neglect or abandonment may include, but is not limited to, factors such as: Refuse or debris collected underneath or the vehicle being used solely for storage purposes; if it is partially dismantled, having no engine, transmission, or other major and visible parts; having major and visible parts which are dismantled; incapable of functioning as a motor vehicle in its present state; having only nominal salvage value; or being in any physical state rendering it inoperable. A vehicle will be considered abandoned or derelict if it is in an evident state of extended disuse or neglect and which has been left abandoned and unprotected from the elements.

Abate means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such manner and to such an extent as necessary in the interest of the general health, safety and welfare of the community as determined by the City Manager, or his/her designee.

Actual cost means the actual contract amount plus interest, if any, as invoiced by an independent, private contractor for



terminating and abating a violation of this section on a lot, tract, or parcel, plus the cost of serving notice of the remedy, obtaining title information on the property, administrative costs of \$150.00, and all other identifiable costs incurred by the City for the abatement of the public nuisance on the lot, tract, or parcel.

Attractive nuisance means, but is not limited to, leaving a piece of equipment or other condition on property which would be attractive and dangerous to the safety of curious children. This would include, but is not limited to, unguarded swimming pools, open pits, abandoned personal and real property, refrigerators, and buildings which have been boarded up for longer than 60 days.

City means the incorporated municipality of Palatka, with definite boundaries and legal powers as set forth in the State Charter, including any subsequent annexation.

Compost bin means a container designed for the purpose of allowing nonliving plant or vegetative material to decompose for use as fertilizer. For purposes of this division, any such compost bin shall be constructed of wire, wood lattice or other material which allows air to filter through the structure. A compost bin shall not exceed an area of 16 square feet and a height of three feet.

Excessive growth of grass, weeds, or brush and other overgrowth means grass or weeds greater than eighteen inches (18 ") in height or brush, or bushes, or shrubs, or trees, or vines, or flowering plants and other living plant life that is allowed to grow in a wild and unkempt manner not in keeping with the neighborhood.

Hazard tree means, but is not limited to, a tree that is dead, diseased, or dying, or has a structural defect that predisposes it to becoming a hazard that could cause personal injury or property damage and the tree is located near a target, as defined herein.

Imminent public health threat means the condition of a lot, tract, or parcel of land that, because of the accumulation of trash, junk, or debris, which includes but is not limited to, broken glass, rusted metal, automotive and appliance parts, abandoned vehicles or inoperable vehicles, some of which may contain chemicals, such as Freon, oils, fluids or the like, capable of causing injury or disease to humans or animals or contaminate the environment; or the condition



of a lot, tract or parcel that, because of excessive growth of grass, weeds, or brush, hazard tree(s), or stagnant water, can harbor criminal activity, create a habitat for rodents, vermin, reptiles, or other wild animals, become a breeding ground for mosquitoes, or become a place to conduct illegal activity; a place that threatens or endangers the public health, safety or welfare of City residents; a place that is reasonably believed to cause currently, or potentially to cause in the future, ailments or disease.

Improved lot means, but is not limited to, any lot or parcel of land on which the wild or natural state has been changed or altered, or possessing a valid permit for construction of a dwelling house, commercial or industrial building assigned to it.

Inoperable vehicle means any wrecked or partially dismantled vehicle that is parked or stored without having all the wheels mounted, or is in a condition of substantial disrepair, or which is parked or stored without having tires inflated, or cannot be operated legally upon the roadways of Florida, or other similar conditions.

Nonliving plant material means nonliving vegetation such as, but not limited to, leaves, grass cuttings, shrubbery cuttings, tree trimmings and other material incidental to attending to the care of lawns, shrubs, vines and trees.

Nuisance means (i) the excessive growth of grass, weeds, brush, branches, and other overgrowth; (ii) a habitat for rodents, vermin, reptiles, or other wild animals; or (iii) a breeding ground for mosquitoes; (iv) a place conducive to illegal activity as listed in Article IV, Sec. 46-252; (v) a place that threatens or endangers the public health, safety or welfare of City residents; (vi) a place that is reasonably believed to cause currently, or potentially to cause in the future, ailments or disease; or (vii) a condition on the property that adversely affects and impairs the economic value or enjoyment of surrounding or nearby properties; (viii) failure to replace or repair with similar or improved material in a reasonable period, not to exceed 60 days, broken or missing building components, including, but not limited to, doors, windows, roofing material, siding, and drives/walkways outside the right-of-way which detract from the aesthetics of the neighborhood, shopping area, industrial area or other commercial area within the service district; (ix) failure to repair, replace, or remove broken fencing, screening or decorative elements



on a developed parcel or lot, is declared to be a nuisance and menace to the public health, safety, and welfare of the citizens of the City, including, but not limited to abandoned property, abandoned vehicle(s), inoperable vehicles, or any other attractive nuisance.

Property means a lot or tract or parcel of land and the adjacent right-of-way portion, whether such lot or tract or parcel is improved or unimproved.

Stagnant water means, but is not limited to, any swimming pool, pond, cesspool, well, cistern, rain barrel or other receptacle containing water or accumulation of water that is not moving or flowing, may become foul smelling, contain growth of various flora, become coated with scum and in such a condition that mosquitoes may breed therein or may injure health or cause offense to other persons.

Target is an area where personal injury or property damage could occur if a tree or portions of a tree fails. Target includes, but is not limited to, sidewalks, walkways, roads, vehicles, structures, or a place where people gather (for example, a backyard).

Trash, junk, or debris means waste materials including, but not limited to, putrescible and nonputrescible waste, combustible and noncombustible waste, and generally all waste materials including, but not limited to, paper, cardboard, tin cans, lumber, concrete rubble, glass, bedding, crockery, household furnishings, household appliances, inoperable vehicle(s), dismantled pieces of motor vehicles or other machinery, abandoned vehicles, tires, rusted metal articles, and abandoned property of any kind.

Unimproved lot means a lot, tract or parcel that is not made use of; is not legally cleared of trees and brush; in the wild or natural state; and does not have certain basic required services necessary to utilize it for other purposes. These services may include, but are not limited to, electricity, telephone, sewer, street access, or water.

(c) Declaration of nuisance

The City of Palatka prohibits the existence of any nuisance as defined herein for the following reasons: The property is dangerous, unhygienic, unhealthy, visually unpleasant to the reasonable person of average sensibilities, and a visual nuisance because it



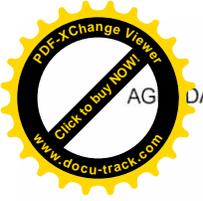
depreciates, or potentially can depreciate, the value of neighboring property.

(d) Duties and maintenance requirements of property owners and permissible uses.

(1) It shall be the duty of the owner of property to eliminate on their lot, tract or parcel of land any public nuisance known at common law or in equity jurisprudence or as provided by the Statutes of the State of Florida or the City code and City ordinances including, but not limited to, excessive growth of grass, weeds, brush, hazard tree(s), and other overgrowth on the property, and that portions of the adjoining public right-of-way between the property and the paved or graded street; conditions which endanger human life or substantially and detrimentally affect the utility, livability, safety or security of occupants, nearby occupants or passers-by; conditions which render air, food or drink unwholesome or detrimental to the health of human beings; fire hazards; structurally unsound fences or structures; abandoned buildings when they are unsecured or unsecurable and when by reason of abandonment or neglect they contain hazards, or other unsafe conditions; and any attractive nuisance which may prove detrimental to the health or safety of children or others whether in a building, on the premises of a building or upon an unimproved lot.

(2) Maintenance requirements.

- a. Properties subject to this division shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state, or local law, abandoned personal items included, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.
- b. The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.



- c. Front, side, and rear yard landscaping shall be maintained in accordance with the City's codes.
- d. Landscape shall include, but not be limited to, grass, groundcovers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.
- e. Maintenance shall include, but not be limited to, watering, irrigation, cutting, and mowing of required landscape and removal of all trimmings.
- f. Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of the City Code and issuance of a citation or notice of violation/notice of hearing by a City's Code Enforcement Officer. Pursuant to a finding and determination by the City's Code Enforcement Board/Hearing Officer, the City may take the necessary action to ensure compliance with this section unless the City Manager or his/her designee determines that conditions on a property constitute an imminent public health threat.

(3) The following uses are permissible:

- a. Storage of trash, junk, debris, and living and nonliving plant material in garbage cans that comply with applicable ordinances relating to solid-waste collection.
- b. The storage of nonliving plant material in compost bins, except that any property may have no more than two compost bins.
- c. Keeping wood on the property for use as fire or fuel, provided such wood shall be piled, stacked, bundled, or corded and the area surrounding the piles, stack, bundles, or cords shall be free of excessive growth of grass, weeds, brush, branches, and other overgrowth.

(e) Imminent public health threat

Whenever the City Manager or his/her designee determines that conditions on a property constitute an imminent public health threat, and the situation calls for abatement sooner than the abatement



procedures in this Code permit, the City Manager or his/her designee may order and cause the summary abatement of those conditions without the prior notice or hearing requirements prescribed herein. After-the-fact notice will be provided by the City to the owner no later than ten working days after the abatement. After-the-fact notice shall be sent as set forth in subsection (f) below, and the owner shall have: (i) 30 days from the date the invoice is mailed to reimburse the City; or (ii) 15 days to appeal, as set forth in subsection (g) below, the City's determination that an imminent public health threat existed on the property. If the subject property is secured by locks or otherwise, the City shall have the authority to enter said property for purposes of remedying the condition causing the nuisance or violation, and any additional costs incurred by the City in gaining access to the property including, but not limited to, judicial action, or in re-securing the property after cleaning and clearing, shall be considered expenses of remedying the condition.

It shall be unlawful for any owner of any lot, parcel or tract of land within the city to:

- (1) ~~Permit weeds, grass or undergrowth to grow thereon to a height of 18 inches or more from the ground.~~
- (2) ~~Permit rubbish, trash, debris, dead trees or other unsightly or unsanitary matter to remain thereon.~~
- (3) ~~Permit the existence of depressions or excavations or any other condition on such premises wherein water may accumulate and stand in such manner or fashion as to make possible the propagation of mosquitoes therein.~~
- (4) ~~Permit junk, disabled cars and trucks, trash, waste and old lumber to accumulate and remain upon the premises as a possible harborage for rats, snakes and other vermin.~~
- (5) ~~Allow any condition to exist on the premises which, in the opinion of the local health official, is dangerous to the health, safety and welfare of the public.~~
- (6)



~~Store abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers.~~

(7)

~~Store junk, debris or any unsightly material in open carports.~~

Sec. 30-33. - Abatement required; duty of abutting property owner to keep sidewalk and parkway clean.

It shall be the duty of every owner of land lying within the corporate limits of the city to abate any of the conditions set forth in section 30-32. It shall also be the duty of every owner of land to keep any sidewalk butting thereon and all parkways to the curbline free and clear of all weeds, undergrowth, rubbish and debris, and trash.

Sec. 30-34. – Enforcement Service of notice to abate .

If the owner of any land within the city shall fail to comply with the provisions of section 30-32 or 30-33. **Enforcement shall be carried out as set forth in Section 2-285 through 2-291 of the Palatka Municipal Code. Civil penalties and fees for violations of section 30-32 are set forth in section 2-314, uniform fine schedule.** the city manager shall give notice to such owner, requiring him to comply with such requirements, or such of the requirements as may be necessary and appropriate in the particular case. Such notice may be given by mailing, by certified mail, return receipt requested, a true copy of such notice to the owner of the land at the address as shown on the latest tax rolls. If the notice is returned unclaimed or marked "address unknown," then notice may be served by posting a true copy thereof on the property involved for ten consecutive days.

Sec. 30-35. - Contents of a Notice to abate.

The city manager or his her designee shall give notice to such owner, requiring him or her to comply with such requirements, or such of the requirements as may be necessary and appropriate in the particular case. The notice shall specify the time, not less than 15 days, in which the owner shall abate the nuisance and clear the land. Such notice may be given by mailing, by certified mail, return receipt requested, a true copy of such notice to the owner of the land at the address as shown on the latest



tax rolls. If the notice is returned unclaimed or marked "address unknown," then notice may be served by posting a true copy thereof on the property involved for ten consecutive days.

~~The notice provided for in section 30-34 shall set forth the legal description of the property as set forth on the latest tax rolls, and shall specify the time, not less than 15 days, in which the owner shall abate the nuisance and clear the land. Such notice shall have attached thereto a true copy of this article.~~

Sec. 30-36. - Appeal from notice to abate.

(a) Any owner aggrieved by the findings and order of the city manager or his/her designee as set forth in the notice provided for in sections 30-34 and 30-35 shall have the right to appeal to the city commission **Code Enforcement Board**. Appeal shall be taken within ten days after service of such notice by filing with the city manager or City Clerk a notice of appeal and specifying the grounds thereof. The city manager **Code Enforcement Supervisor shall schedule the appeal for the** at next regular or special meeting of the city commission **Code Enforcement Board**. An appeal shall stay all proceedings in furtherance with the action appealed from until a hearing on the appeal is had by the city commission **Code Enforcement Board**.

(b) ~~The city commission shall forthwith fix a reasonable time for the hearing of the appeal and give not less than five days' notice thereof to the appellant. At the hearing, the appellant may appear in person, by agent or attorney, and shall be given an opportunity to be heard. The commission shall act by formal resolution, which shall set forth the reasons for its action.~~

Sec. 30-37. - Abatement by city authorized.

If an owner fails, refuses or neglects to comply with the order of the city manager or his/her designee pursuant to this article, and fails, refuses or neglects to exercise the right of appeal provided for in section 30-36 within the time prescribed therefore, or fails, refuses or neglects to comply with the order of the city commission upon appeal to the city commission **Code Enforcement Board upon appeal to the Code Enforcement Board**, the city manager or his/her designee shall cause the nuisance to be abated, and the reasonable cost and expense of such abatement by the city is hereby assessed against the



land cleared and cleaned or the land abutting on the sidewalk cleaned or cleared, or the land filled.

Sec. 30-38. - Assessment of costs of abatement.

As soon as feasible after such abatement of a nuisance pursuant to section 30-37, the cost thereof to the city for each parcel or lot shall be calculated and reported by the city manager or his/her designee to the Code Enforcement Board ~~city commission~~. Thereupon, the ~~city commission~~ Code Enforcement Board shall by ~~resolution~~ finding of fact, conclusion of law and order assess such cost against such parcel. The ~~resolution~~ finding of fact, conclusion of law and order shall describe the land, give the name of the owner thereof, and give the cost of the abatement actually incurred by the city in abating such nuisance.

~~(Code 1981, § 21-7)~~

Sec. 30-39. - Recording of ~~resolution~~ assessing costs of abatement.

As soon as possible after the adoption of the ~~resolution~~ finding of fact, conclusion of law and order provided for in section 30-38, the ~~city clerk~~ Code Enforcement Officer shall record a certified copy of such ~~resolution~~ finding of fact, conclusion of law and order in the office of the clerk of the circuit court in and for the county. The ~~city clerk~~ Code Enforcement Officer also shall mail a notice to the owner of record of each parcel of land described in the ~~resolution~~ finding of fact, conclusion of law and order, which notice shall be mailed to the last available address of such owner.

~~(Code 1981, § 21-8)~~

~~Sec. 30-40. - Form of assessment notice.~~

~~The form of the assessment notice called for in section 30-39 to be sent by the city clerk shall be substantially as follows:~~

NOTICE

	<hr/> <hr/> Date
--	------------------

TO: _____



ADDRESS: _____

PROPERTY: _____

~~You, as the owner of record of the property above described, are hereby advised that on the ;#rule; day of ;daterule;;, 19_____, you were notified of a certain nuisance existing on the above-described property, such nuisance being described (here describe nuisance briefly)~~

~~You failed to abate such nuisance, whereupon it was abated by the city at a cost of \$; \$rule;. Such cost has been by resolution of the City Commission, dated ;daterule;;, 19_____, levied against the above-described property.~~

~~BY ORDER OF THE CITY COMMISSION:~~

	_____ City Clerk
--	---------------------

Section 2. That all sections of Chapter 30, Article II of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

Section 3. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 4. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section 5. That this ordinance shall take effect upon its passage as provided by law.

Section 6. That a copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on second reading this 26th day of June, 2014.



Agenda Item

1 1



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the City of Palatka Code of Ordinances to restate Chapter 30, Article III, Junked Automobiles and Abandoned Property, Sections 30-61 through 30-77 - 1st Reading

SUMMARY:

In January 2013, the Palatka Police Department was tasked with transitioning the Code Enforcement function for the City of Palatka to the Palatka Police Department. One of the steps taken during the transition has been the review of applicable City of Palatka ordinances to determine if any changes to the ordinances needed to be made to make code enforcement more effective and efficient. That review took place while considering some changes that are considered necessary to enhance the code enforcement function.

The City of Palatka has an ordinance that relates to junked vehicles and abandoned, wrecked or derelict property, Chapter 30, Article III, Section 30-61 through 30-77. A review of the ordinance found that the Code Enforcement Officer needed to be referenced in the definitions. It was also found that the ordinance specified the City Commission as the governmental body to hear all cases involving junked vehicles and abandoned, wrecked or derelict property.

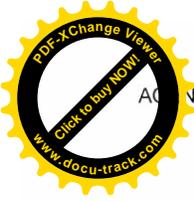
As stated, the code enforcement officer title was not found in the definitions section of the ordinance. To make this ordinance consistent with other ordinances involving code enforcement the title needed to be included in the definitions.

It was found that utilizing the City Commission to hear cases involving junked vehicles and abandoned, wrecked or derelict property was not consistent with other ordinances already in effect. Junked vehicles and abandoned, wrecked or derelict property fall under the definition of public nuisances and should be addressed by the Code Enforcement Officer and the Code Enforcement Board.

RECOMMENDED ACTION:

Pass on first reading the ordinance amending the City of Palatka Code of Ordinances to restate Chapter 30, Article III, Junked Automobiles and Abandoned Property, Sections 30-61 through 30-77. Second reading is scheduled for June 26, 2014

ATTACHMENTS:



Description

Type

Ordinance

Ordinance

REVIEWERS:

Department

Police

City Clerk

City Manager

Finance

City Clerk

Reviewer

Getchell, Gary

Driggers, Betsy

Cymbor, Michael

Reynolds, Matt

Driggers, Betsy

Action

Approved

Approved

Approved

Approved

Approved

Date

5/30/2014 - 4:39 PM

6/4/2014 - 6:31 PM

6/5/2014 - 7:44 AM

6/5/2014 - 8:48 AM

6/5/2014 - 12:00 PM



ORDINANCE No. 14- _____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA TO REVISE CHAPTER 30, ENVIORNMENT, ARTICLE II, ENTITLED "JUNKED AUTOMOBILES AND ABANDONED PROPERTY" BY REVISING DEFINITIONS, PENALTY, SERVICE OF NOTICE TO REMOVE JUNKED VEHICLES AND ABANDONED PROPERTY FROM PUBLIC OR PRIVATE PROPERTY, AND REQUEST FOR, CONDUCT OF AND DECISION OF HEARING; BY DELETING SECTION 30-63, ENFORCEMENT, IMMUNITY OF ENFORCEMENT OFFICERS FROM PROSECUTION FOR TRESPASS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, code violations involving junked vehicles and abandoned, wrecked or derelict property negatively affect the health, safety and welfare of the community as well as the general livability of the community in the City of Palatka; and

WHEREAS, code violations are enforced by the City of Palatka through its' Code Enforcement Officer and the Code Enforcement Board; and

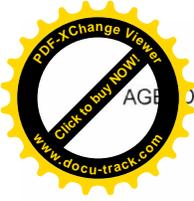
WHEREAS, the City of Palatka wishes to enforce code violations in a uniform manner;

WHEREAS; the City of Palatka wishes to provide for the removal of junked vehicles or abandoned, wrecked and derelict property from public and private properties in the City of Palatka,

WHEREAS; the City of Palatka wishes to provide for the hearings to appeal notices for removal,

WHEREAS; the City of Palatka wishes to collect for the cost of removal and storage of junked vehicles, or abandoned, wrecked and derelict property,

WHEREAS, this Ordinance amends and replaces Chapter 30, Article III of the Palatka Municipal Code of Ordinances.



NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:

Section 1. That Chapter 30, Environment, Article III, entitled Junked Automobiles and Abandoned Property, shall be and is hereby restated in its entirety as follows:

Sec. 30-61. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned property means wrecked or derelict property having no value other than nominal salvage value, if any, which has been left abandoned and unprotected from the elements, and shall include wrecked or partially dismantled motor vehicles, trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture, and any other similar article which has no value other than nominal salvage value, if any, and which has been left abandoned and unprotected from the elements.

Enforcement officer means the city manager, police chief, police officer, **code enforcement officer**, director of public services, building official, building inspector or compliance officer, or any other officer or employee of the city designated by law or by the Charter, ordinances or resolutions of the city to enforce the provisions of this article.

Junked vehicle means any motor vehicle, as defined by state statutes, which:

- (1) Is inoperative and which does not have lawfully affixed thereto a valid unexpired license tag and which is wrecked, dismantled, partially dismantled or discarded; or
- (2) Remains inoperable for a continuous period of more than 120 days.

Private property means real property located within the city which is not owned or used by a governmental body, but does not include a place licensed and permitted under chapter 94 (the zoning code) to be used as a junkyard.

Public property means lands and improvements owned by the federal government or its agencies or bureaus, the state or its departments, divisions or districts, the county, and the city or any other municipalities lying within the



county, and includes buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way and other similar property.

(Code 1981, § 10-1)

Cross reference— Definitions generally, § 1-2.

Sec. 30-62. - Penalty.

Any person violating the provisions of this article shall, upon conviction, be subject to punishment, as provided by **Chapter 2, Article II, Division 2, Section 2-314**. Each day that such violation shall continue shall constitute a separate offense.

(Code 1981, § 10-5)

~~**Sec. 30-63. - Enforcement; immunity of enforcement officers from prosecution for trespass.**~~

~~The enforcement officer shall enforce this article, and references in this article to the enforcement officer shall include his authorized assistants. Pursuant to the authority conferred by F.S. § 705.16(7), the enforcement officer or any person authorized by the enforcement officer shall be immune from prosecution, civil or criminal, for reasonable good faith trespass upon real property while in the discharge of duties imposed by this article.~~

(Code 1981, § 10-2)

Sec. 30-63. - Declaration of public nuisance.

The location or presence of any junked vehicle or abandoned, wrecked or derelict property on any lot or tract or parcel of land, or portion thereof, public or private, improved or unimproved, occupied or unoccupied, within the city shall be deemed a public nuisance, and it shall be unlawful for any person in the city to cause or maintain such public nuisance by wrecking, dismantling, rendering inoperable, abandoning or discarding his vehicle on the property of another, or to suffer, permit or allow such vehicle to be placed, located, maintained or exist upon his own real property; provided that this section shall not apply to:

- (1) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property.
- (2) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer.



- (3) Unlicensed inoperable vehicles stored on private property; provided, however, that the vehicles and outdoor storage areas are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view from the fronting street or roadway by means of a fence, trees, shrubbery or other appropriate means.

(Code 1981, § 10-3)

Sec. 30-64. - Prohibited acts.

It shall be unlawful and no person shall:

- (1) *Abandoning property.* Place, leave or cause to be placed or left on public or private property any junked vehicles or any abandoned property.
- (2) *Abandoning airtight containers.* Place or leave outside a building or dwelling or on an unenclosed porch, areaway or other portion of a building or dwelling or in a place accessible to children, or permit to remain in a place under his control, an abandoned, unattended or discarded icebox, refrigerator, freezer or other container having an interior capacity of 1.5 cubic feet or capacity of 1.5 cubic feet or more, which has a substantially airtight door or cover designed or intended to be fastened with a snap lock or other mechanical device which, when closed, cannot readily be released for opening from the inside of the icebox, refrigerator, freezer or other container, unless the locking device shall have been removed and the door or cover which it was designed or intended to secure will open freely at all times.
- (3) *Obstructing enforcement officer.* Oppose, obstruct or resist the enforcement officer or any person authorized by the enforcement officer in the discharge of his duties as provided by this article.
- (4) *Removing or defacing notice.* Remove, deface or destroy any notice affixed to abandoned property under this article without the enforcement officer's consent.

(Code 1981, § 10-4)

Sec. 30-65. - Removal of junked vehicles from public property.

Removal of junked vehicles from public property shall be in accordance with F.S. § 705.103.



**Sec. 30-66. - Notice to remove abandoned property from public property—
Posting of notice.**

- (a) Whenever a public nuisance exists in the city in violation of this article and the enforcement officer for the city shall ascertain that an article of abandoned property is present on public property within the limits of the city, he shall prepare a notice of abandoned property, with sufficient copies thereof, and shall cause one copy of the notice to be placed upon such abandoned article in substantially the following form:

NOTICE OF ABANDONED PROPERTY
NOTICE TO THE OWNER AND ALL
PERSONS INTERESTED IN THE
ATTACHED PROPERTY

This property, to wit: (setting forth brief description) is unlawfully upon public property known as (setting forth brief description of location) and is a public nuisance, and must be abated and removed within ten days or, if the property is a boat, 30 days from date of this notice; otherwise it shall be presumed to be junked, abandoned or derelict property as defined by the Ordinances of the City of Palatka. Upon your failure to remove said property as hereby demanded, it is subject to removal by and may be removed and destroyed by order of the City of Palatka. If the property is a wrecked or partially dismantled motor vehicle or is a boat, you as the owner will be liable for the costs of removal and destruction.

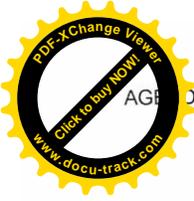
Pre-taking hearing. You are further notified that you may, within the ten-day period, request a pre-taking hearing as to the propriety of this determination and necessity of removal of this article, by contacting the City of Palatka City Manager at the City of Palatka City Hall, 201 N. 2nd Street, Palatka, Florida.

Your failure to request a hearing within the ten-day period will act as a waiver of your right to a hearing and may result in the assessment of the cost of removal against you personally.

Dated this: (setting forth the date of posting of notice). Signed: (setting forth name, title, address and telephone number of enforcement officer).

- (b) Such notice shall be not less than eight inches by ten inches and shall be sufficiently weatherproof to withstand normal exposure to the elements for a period of ten days.

(Code 1981, § 10-6)



Sec. 30-67. - Same—Service of notice.

In addition to posting as provided in section 30-67, the enforcement officer shall make a reasonable effort to ascertain the name and address of the owner. If he can reasonably ascertain the person responsible for placing, leaving or causing the placing or leaving of such abandoned property on public property, he shall serve that person, by mail or delivery, a copy of the notice of abandoned property and so indicate the service thereof on the face of the notice, noting the time, date and type of service and the name of the person so served. If the service is by delivery, the person receiving the notice shall sign the enforcement officer's copy as an acknowledgement that he has received such notice. If the person required by this section to sign a notice of abandoned property willfully fails or refuses to do so, the enforcement officer shall note this fact on the face of the notice, which shall constitute prima facie evidence of delivery or service of notice as required by this section. If the service is by mail, it shall be sent to the person certified, return receipt requested. If the notice is returned undelivered by the United States Postal Service, official action to abate the nuisance shall be continued to a date not less than ten days from the date of such return.

(Code 1981, § 10-7)

Sec. 30-68. - Notice to remove junked vehicle or abandoned property from private property—Posting of notice.

- (a) Whenever a public nuisance exists in the city in violation of this article, and the enforcement officer of the city shall ascertain that a junked vehicle or an article of abandoned property is present on private property within the limits of the city in violation of any zoning ordinance or regulation, anti-litter ordinance or regulation, or other similar ordinance or regulation, he shall prepare a notice of abandoned property, with sufficient copies, to be placed upon such junked vehicle or abandoned article, in substantially the following form:

NOTICE OF ABANDONED PROPERTY
NOTICE TO THE OWNER AND ALL
PERSONS INTERESTED IN THE
ATTACHED PROPERTY

This property, to wit: (setting forth brief description) located at (setting forth brief description or location) is a public nuisance that must be abated, and is improperly stored and is in violation of (setting forth ordinance or regulation violated of the City of Palatka) and must be removed within ten days or, if the property is a boat, 30 days from date of this notice;



otherwise it shall be presumed to be junked, wrecked, abandoned or derelict property as defined by the Ordinances of the City of Palatka. Upon your failure to remove said property as hereby demanded, it is subject to removal by and may be removed and destroyed by order of the City of Palatka. If the property is a motor vehicle or boat, you as the owner will be liable for the costs of removal and destruction.

Pre-taking hearing. You are further notified that you may, within the ten-day period, request a pre-taking hearing as to the propriety of this determination and necessity of removal of this article, by contacting the City of Palatka City Manager at the Palatka City Hall, 201 N. 2nd Street, Palatka, Florida.

Your failure to request a hearing within the ten-day period will act as a waiver of your right to a hearing and may result in the assessment of the cost of removal against you personally.

Dated this: (setting forth date of posting of notice). Signed: (setting forth name, title, address and telephone number of enforcement officer).

- (b) Such notice shall be sufficiently weatherproof to withstand normal exposure to the elements for a period of ten days.

(Code 1981, § 10-8)

Sec. 30-69. - Same—Service of notice.

In addition to posting as provided in section 30-69, the enforcement officer shall make a reasonable effort to ascertain the name and address of the owner of the article and of the private property upon which the article was left. If he can reasonably ascertain the person responsible for placing, leaving or causing the placing or leaving such article on private property and the landowner, he shall serve such persons, by mail or delivery, a copy of the notice of abandoned property and so indicate the service thereof on the face of the notice, noting the persons so served. If the service is by delivery, the person receiving the notice shall sign the enforcement officer's copy as an acknowledgement that he has received such notice. If the persons required by this section to sign a notice of abandoned property willfully fail or refuse to do so, the enforcement officer shall note this fact on the face of the notice, which shall constitute prima facie evidence of delivery or service of notice as required by this section. If the service is by mail, it shall be sent to such persons certified, return receipt requested. If the notice is returned undelivered by the United States Postal Service, official action to abate the nuisance shall be continued to a date not less than ten days from the date of such return.

(Code 1981, § 10-9)



Sec. 30-70. - Filing of copies of notices.

After the posting and serving of the notices as provided in this article, the enforcement officer shall retain information of the posting for the official record.

(Code 1981, § 10-10)

Sec. 30-71. - Failure to request hearing.

The failure of the interested person or owner of a junked vehicle abandoned on private property or an article abandoned on public or private property, upon which notice has been attached, to contact the city clerk or to otherwise request a pre-taking hearing as to the necessity of removal shall constitute a waiver of the right of such person to the hearing. If an abandoned article was removed from public property and the owner thereof was served with notice, the costs of removal, storage and disposition may be assessed against him personally. If the junked vehicle or abandoned article was removed from private property and the owner of the land was served with notice, such charges may be assessed by the disposal company and filed as a lien against the real estate from which the junked vehicle or abandoned article was removed.

(Code 1981, § 10-11)

Sec. 30-72. - Effect of request for hearing; conduct of hearing; decision.

- (a) If the person who received a notice of abandoned property under this article or his agent timely requests **(within ten days of notice to remove)** a pre-taking hearing on the propriety of this determination and a hearing of the necessity for removal of the abandoned property, a date shall be set ~~not more than ten days after the date of the request,~~ **for the next scheduled meeting of the Code Enforcement Board** for a public hearing prior to the removal of the junked vehicle from private property or abandoned property from public or private property. **The request for hearing shall be filed with the Code Enforcement Office.** The hearing shall be held before the ~~city commission or before an officer of the city as the commission may direct.~~ **Code Enforcement Board.** The timely filing of the request for a hearing shall operate as a stay of further action by the city under this article until the hearing has been completed and a decision rendered.
- (b) The city shall provide a convenient place for the hearing, which may be at the city hall, and shall make provision for a typed recording of the proceedings. A record shall be kept of any evidence presented and of the names and addresses of any witnesses who testify. At the hearing, the



interested person or property owner, his agent or his attorney shall be afforded an opportunity to present, by oral testimony or documentary evidence, his objections to:

- (1) The propriety of the determination of the public nuisance;
 - (2) The designation of the property as a junked vehicle or abandoned property;
 - (3) The necessity for removal of the junked vehicle from private property and the abandoned property from public or private property;
 - (4) His liability for the payment of cost for the removal, storage or disposition of the property, if required; and
 - (5) The proposed allocation of any proceeds realized from the disposition of the property.
- (c) At the conclusion of the hearing, ~~the city commission or the city officer appointed by the commission to hear the matter~~ **Code Enforcement Board** shall promptly render a decision on all issues presented. If the ~~board commission or the city officer~~:
- (1) Finds that no nuisance exists or that the property is not a junked vehicle or abandoned property, it shall direct that the notice of abandoned property previously served on the person, as a result of which the hearing was requested and held, be cancelled and that the removal notice attached to or near the property be removed.
 - (2) Finds that the property is a junked vehicle or abandoned property, it shall direct the removal of the property or its other disposition so that it no longer is abandoned, establish the extent of the liability of the person who requested the hearing for payment of the cost of such removal or other disposition, including storage charges, and direct the disbursement of the proceeds, if any, realized from the disposition of the property.
- (d) The decision so rendered shall be final, and a copy of the decision shall be furnished to the person who filed the request for the hearing, to the enforcement officer and to the city clerk.

(Code 1981, § 10-12)

Sec. 30-73. - Storage of abandoned property removed by city.

The enforcement officer is authorized to take possession of and store abandoned property found on public property whenever the abandoned property apparently is of more than nominal value and may be subject to destruction, damage or loss if it remains where the enforcement officer found it. The storage charges, if any, occasioned by the storage of the abandoned property pursuant to this section shall be and constitute a lien upon the stored abandoned property,



and shall be paid or otherwise satisfied before the abandoned property is returned to the person entitled to possession thereof or when it is disposed of. In no case shall abandoned property be stored under this section for longer than 60 days unless it is the subject of judicial proceedings.

(Code 1981, § 10-13)

Sec. 30-74. - Removal by city authorized; payment of costs.

If no pre-taking hearing has been requested under this article, or if requested, the decision resulting from the hearing upholds the propriety of the actions of the enforcement officer in determining that a public nuisance does thereby exist, actions of the enforcement officer in determining that a public nuisance does thereby exist, the junked vehicle when on private property and abandoned articles shall be promptly removed and disposed of pursuant to the following procedure:

- (1) If, at the end of ten days or, if the property is a boat, 30 days after posting such notice, the owner or any person interested in the abandoned article described in such notice has not removed the article and complied with the ordinance or regulation cited in the notice, the enforcement officer may cause the junked vehicle or articles of abandoned property to be removed and destroyed. The salvage value, if any, of such articles shall be retained by the removal company and/or the city to be applied against the cost of removal and destruction thereof, unless the costs of removal, storage and destruction are paid by the owner as provided in subsection (2) of this section, in which case the salvage value may be deposited in the general fund, or as otherwise determined by the city.
- (2) The owner of any abandoned motor vehicle or boat who, after notice as provided in this section, does not remove the vehicle or boat within the specified period shall be liable for all cost of removal and destruction of such property, less any salvage value received. In the case of an abandoned boat, any person who neglects or refuses to pay such amount shall not be entitled to be issued a certificate of registration for any other boat until such costs have been paid. The enforcement officer shall supply the state department of environmental protection with a list of persons whose boat registration privileges have been revoked under this subsection; and neither the department nor the tax collector or other person acting as agent thereof shall issue a certificate of registration to a person whose boat registration privilege has been



revoked, as provided by this subsection, until such costs have been paid.

(Code 1981, § 10-14)

Sec. 30-75. - Removal with permission of owner or occupant.

If within ten days after receipt of notice from the enforcement officer to remove the junked vehicle or abandoned article or to abate the nuisance, as provided in this article, the owner or occupant of the premises shall give his written permission to the enforcement officer for the removal of the junked vehicle or abandoned article from the premises, the giving of such permission shall be considered compliance with the provisions of this article.

(Code 1981, § 10-15)

Sec. 30-76. - Exceptions.

The provisions of this article shall not prevent the city from effecting the immediate removal of a vehicle left on public property which constitutes an obstruction to traffic, or prevent prompt removal of any junked vehicle or abandoned property under circumstances constituting a public emergency or involving any actual or potential public calamity.

(Code 1981, § 10-16)

Section 2. That all sections Chapter 30, Article III of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

Section 3. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 4. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section 5. That this ordinance shall take effect upon its passage as provided by law.

Section 6. That a copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka second reading this 26th day of June, 2014.



Agenda Item

12



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the Code of Ordinances to restate Chapter 30, Environment, Article VI, Minimum Standards for Maintenance, Sections 30-166 through 30-191 - 1st Reading

SUMMARY:

In January 2013, the Palatka Police Department was tasked with transitioning the Code Enforcement function for the City of Palatka to the Palatka Police Department. One of the steps taken during the transition has been the review of applicable City of Palatka ordinances to determine if any changes to the ordinances needed to be made to make code enforcement more effective and efficient. That review took place while considering some changes that are considered necessary to enhance the code enforcement function.

The City of Palatka has an ordinance that relates to minimum standards for maintenance, codified as Chapter 30, Article VI, Section 30-166 through 30-191. A

review of the ordinance revealed that minimum maintenance standards only applied to commercial and non-homesteaded residential structures. It was felt that this was probably initially intended to protect homesteaded residential property from governmental foreclosure due to code enforcement liens. But, as written, it served to exempt homesteaded residential property from minimum maintenance standards. This effectively kept code violations from being enforced on the properties. A review of properties with existing code violations revealed numerous homesteaded residential properties in the city limits that could not be corrected through enforcement efforts.

The ordinance also contained a definition for code enforcement officer that was not consistent with the definitions in other ordinances referencing code enforcement.

The ordinance did not list the proper authority responsible for enforcement of violations involving building code. Violations specific to building code such as structural integrity, plumbing and electrical deficiencies needed to be assigned to an official with building code expertise.



Research found that homesteaded residential property was protected from foreclosure and seizure under the State of Florida Constitution, Article X. With that protection, it was felt that the properties could still be subject to minimum maintenance standards without subjecting them to foreclosure. Fines and fees could be levied, liens placed on homesteaded properties with the understanding that the liens could not be foreclosed on.

As stated, the code enforcement officer title was not found in the definitions section of the ordinance. To make this ordinance consistent with other ordinances involving code enforcement the title needed to be included in the definitions.

Violations specific to building code such as structural integrity, plumbing and electrical deficiencies were found to be areas of expertise consistent with the qualifications held by the City of Palatka Chief Building Official or his/her designee such as the Building Inspector, not the Code Enforcement Officer.

RECOMMENDED ACTION:

Pass on first reading an ordinance restating Chapter 30, Environment, Article IV, Minimum Standards for Maintenance, Sections 30-166 through 30-191. Second reading is scheduled for June 26.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance amending Ch 30 Art IV Sec 166-191	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	5/30/2014 - 4:42 PM
City Clerk	Driggers, Betsy	Approved	6/5/2014 - 1:30 PM
City Manager	Czymbor, Michael	Approved	6/5/2014 - 1:47 PM



ORDINANCE No. 14- _____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA REVSING CHAPTER 30, ENVIRONMENT, BY RESTATING ARTICLE VI, ENTITLED “MINIMUM STANDARDS FOR MAINTENANCE” IN ITS ENTIRETY; REVISING DEFINITIONS; OTHER REPAIRS; TIME PERIOD OF COMPLIANCE; RECORDING OF VIOLATION NOTICE; NOTICES AND ORDERS BINDING; UNLAWFUL TO FAIL TO COMPLY WITHORDER; ENFORCEMENT; AND PENALTIES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, code violations on properties within the City of Palatka negatively affect the health, safety and welfare of the community as well as the general livability of the community in the City of Palatka; and

WHEREAS, the City of Palatka wishes to enforce code violations in a uniform manner on all properties within the City of Palatka; and

WHEREAS, code violations are enforced by the City of Palatka through its' Code Enforcement Officer and the Code Enforcement Board as well as the Chief Building Official; and

WHEREAS; the City of Palatka wishes to establish time periods for compliance after notice of violation; and

WHEREAS; the City of Palatka wishes to establish procedures for the inspection of property, notice of violation, review of orders and establishment of civil penalties; and

WHEREAS, this Ordinance amends and replaces Chapter 30, Article VI of the Palatka Municipal Code of Ordinances.

NOW, THEREFORE, BY IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:



Section 1. That Chapter 30, Article IV, entitled Minimum Standards for Maintenance, is hereby restated in its entirety as follows:

Sec. 30-166. - Purpose.

The purpose of this article is to promote the public health, safety and welfare by establishing minimum maintenance standards for all properties ~~commercial structures and nonhomestead residential structures~~ within the city. The minimum standards are required to eliminate existing blight and nuisances, preserve the economic value of property in the city, prevent the spread of blight into areas of the city, and promote the general health, safety and welfare of the citizens.

Sec. 30-167. - Applicability.

These standards shall be applicable to all property and structures within the city. ~~, except single family homesteaded residences and/or property.~~

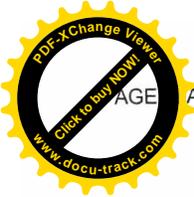
Sec. 30-168. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Blight, blighting influence or blighting factor means either that which endangers life or property by fire or other causes or that which substantially impairs or arrests the sound growth of the city and is a menace to the public health, safety, morals, or welfare in its present condition and use. This may include, but is not limited to, the following factors:

- (1) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (2) Unsanitary or unsafe conditions;
- (3) Deterioration of site or other improvements;
- (4) Tax or special assessment delinquency exceeding the fair value of land; and
- (5) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.

Building or structure means that which is built or constructed, an edifice of any kind, or any piece of work artificially built or composed of parts joined



together in some form. The term "building" or "structure" shall be construed as if followed by the words "or part thereof." Accessory buildings, canopy, shelving, rack, and each and every type of portable equipment shall be considered buildings or structures within the meaning of the definition.

Chief means Chief Building Official and such employees to whom shared authority has been delegated, and shall be referred to throughout this article as if singular in number and masculine in gender.

City means the City of Palatka, Florida.

Commercial means all structures and/or uses other than homestead residential structures or uses.

Deterioration means the condition or appearance of a building or structure, characterized by holes, breaks, rot, crumbling, crackling, spalling, peeling, rusting, or other evidence of physical decay or neglect, excessive use, or lack of maintenance.

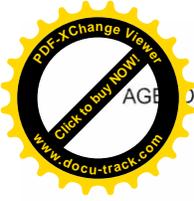
Enforcement officer means the chief building official or his duly authorized representative **or designee. The enforcement officer may also be the Code Enforcement Officer as defined in Chapter 2, Article V, Division 2, Section 2-312 for violations of code that are cosmetic or are primarily in reference to appearance and not requiring the expertise of the Chief Building Official for detection. Violations requiring the expertise of the Chief Building Official for detection or authorities granted to the Chief Building Official are denoted in the following code.**

Exposed to public view means any premises, or open space, or any part thereof, or any building or structure that may be lawfully viewed by any member of the public from a sidewalk, street, alleyway, or from any adjoining or neighboring premises.

Exterior premises means those portions of a building or structure that are exposed to public view, and the open space of any premises outside of any building or structure erected thereon.

Good state of repair means and be a standard of maintenance that renders a building safe, serviceable, habitable, and possessed of a neat and orderly appearance.

Good working condition means the item is fully operable for the use for which it was intended.



Graffiti means a crude drawing or inscription, painted or inscribed upon any surface; includes any scrawling written or drawn so as to be seen by the public. This definition does not include wall graphic as defined in section 62-1.

Health Department Official means a duly appointed representative of the Putnam County Health Department.

Nuisance means any one or combination of the following:

- (1) Any public nuisance known at common law or in equity jurisprudence or as provided by statute, administrative rule, or ordinances of the city, including this article;
- (2) Any attractive nuisance which may prove detrimental to health or safety;
- (3) Physical conditions dangerous to human life or property, or detrimental to health, or detrimental to property values, or which tend to degrade the appearance of a neighborhood;
- (4) Conditions relating to private property which impede the free passage of persons on a public or private sidewalk, or which impede ingress or egress to property; or which impede safe passage of vehicles on a public alley or street;
- (5) Fire hazards.

Operator means any person who has charge, care, or control of a building or structure or part thereof.

Owner includes any person having individual or joint or common title to property in any form defined by the laws of the state as an estate or interest, whether legal or equitable and however acquired, in real property.

Person includes an individual, a partnership, a joint venture, a corporation, an association, and any other organization recognized as an entity by the laws of the state.

Premises means building, structure and the grounds thereon situated.

Property means land and whatever is erected or growing upon, placed on, or affixed thereto.

Repair means the replacement or alteration of existing work. The term "repair" shall not apply to any change of construction.



Required means required by some provisions of this Code or another applicable code.

Show window shall include the building face, porches, and entrance area leading to the door, sidelights, transoms, display platform, devices, lighting, and signage designed to be viewed from the public right-of-way.

Sec. 30-169. - Building fronts and sides abutting streets or public areas.

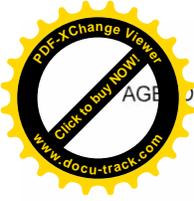
- (a) All deteriorated structural and decorative elements visible from a public right-of-way shall be repaired or replaced.
- (b) Every such part of a structure visible from a public right-of-way or abutting a street shall be made structurally sound. Rotten or weakened portions shall be removed, repaired, or replaced in a manner compatible with the rest of the structure or to match the original materials and construction techniques. All exposed wood shall be stained or painted. Every part shall be clean of graffiti, litter, dirt or other debris. Where surfaces were once painted, or stained, not more than ten percent of the surface may be free of paint or stain.
- (c) Existing miscellaneous nonfunctional elements on the building fronts such as empty electrical conduits, unused sign brackets, etc., shall be removed and building surface repaired or rebuilt as required to match adjacent surfaces and original condition.
- (d) Mildew shall be cleaned from buildings having street visibility, and loose wires (such as TV cable) shall be secured. Not more than ten percent of the buildings having street visibility may have mildew.

Sec. 30-170. - Rear and side walls.

Rear and side walls of all structures shall be repaired and painted to present a neat and fresh appearance. Rear walls should be painted to cover evenly all miscellaneous patched and filled areas or be stuccoed to present an even, uniform surface.

Sec. 30-171. - Windows.

- (a) Every broken, cracked or missing window shall be repaired or replaced with glass.
- (b) All windows must fit tightly and have sashes of proper size and design. Sashes with rotten wood, broken joints or loose mullions or muntins shall be replaced.



- (c) Window openings in upper floors of that portion of the building having street visibility shall not be filled or boarded up. Window panes shall not be painted.

Sec. 30-172. - Show windows.

- (a) All windows exposed to public view shall be kept clean and free of marks or foreign substances except when necessary in the course of changing displays. The temporary use of paper or other screening material shall not be allowed for a period any longer than 20 days. Storage of materials, stock or inventory shall be prohibited in window display areas or other areas ordinarily exposed to public view. Drapes, blinds or other permanent covering of the windows shall be used to render the windows opaque to public view. All screening of interiors shall be maintained in a clean and attractive manner and in a good state of repair. Nothing herein shall be construed to prohibit window displays which are attractive, neat, orderly and in keeping with community standards.
- (b) Show windows, entrances, signs, lighting, sun protection, awnings, porches, security grills, etc., shall be compatible and harmonious with the original scale and character of the structure. All show window elements must be located within their original opening dimension.
- (c) Except for "For Rent" or "For Sale" signs, any temporary sign or other paper advertising taped or otherwise attached to a window or windows, or otherwise exposed to public view shall be removed at the expiration of the event or sale for which it is erected or within 60 days after erection, whichever shall sooner occur.

Sec. 30-173. - Awnings.

- (a) Soft, flameproof awnings are permitted over the first floor and on upper floors above windows only.
- (b) Awnings that are torn, badly faded, or structurally compromised shall be repaired or replaced.

Sec. 30-174. - Signs.

All signage shall be maintained in accordance with chapter 62.

Sec. 30-175. - Auxiliary structures.

- (a) Structures at the rears of buildings attached or unattached to the principal commercial structure which are structurally deficient shall be repaired to meet the minimum code standards or demolished.



- (b) All fences, lighting devices and supports, retaining walls, nonstructural walls, outdoor service and seating areas, and signs and their supporting elements shall be made structurally sound, kept free of overgrowth, trash, and debris and be repaired and painted to present a neat and fresh appearance.

Sec. 30-176. - Exterior property areas.

- (a) The exterior property areas of structures regulated by this article shall be kept free of all nuisances, any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises, and free of unsanitary conditions as defined by the health department official or chief. Any of the foregoing shall be promptly removed or abated by the owner or operator.
- (b) Where a vacant lot exists or is created through demolition, the owner must maintain the property according to section 30-31 et seq., of the city Code.

Sec. 30-177. - Temporary coverings.

No temporary covering of any part of a structure may remain for more than 15 days after construction has been completed. An example of a temporary covering is a board covering a broken or missing window.

Sec. 30-178. - Green areas.

- (a) All green yard areas shall be kept free of overgrowth, weeds, trash, and debris. All dead tree limbs and dead trees shall be removed.
- (b) All parking areas are to be kept of overgrowth, weeds, trash, and debris. Paving and stripping will be maintained in a neat and clean appearance and in good repair.

Cross reference— Nuisances, § 30-31 et seq.

Sec. 30-179. - Other repairs.

- (a) All other repairs to a building determined necessary to safeguard the health and safety of possible building occupants or passersby shall be made in accordance with applicable sections of the building code.
- (b) **The Chief Building Official or his/her designee shall have authority over violations under this section.**



Sec. 30-180. - Time period of compliance.

- (a) If the total project cost to bring the structure into compliance is \$5,000.00 or less based on contractor estimates approved by the chief building official, then from the date of receipt of written notice of noncompliance ~~from the code enforcement officer~~, the owner or representative must apply for a building permit within 30 days and all the work must be completed within 90 days of permit issuance.
- (b) If the total project cost to bring the structure into compliance will exceed \$5,000.00 based on a contractor estimates approved by the chief building official, the building's owner or representative must submit plans for review by the building department within 90 days. Upon approval by the building department, repairs must be completed within 180 days from permit issuance with extensions as granted by the board of rules and appeals.
- (c) Any structure which is damaged by fire, accident, or act of God must be repaired or demolished. The owner of such a structure shall, within 90 days after damage, present proposed construction plans to the chief building official for review. Damaged structures must be brought into compliance within 180 days.
- (d) This section is enforceable by the Chief Building Official or his/her designee.**

Sec. 30-181. - Review procedures.

- (a) Plans shall be submitted for all proposed work subject to these requirements which shall include drawings, specifications, and sketch elevations indicating the appearance of the structure, height, mass, exterior building material type, location and size and type of all signs, and significations or example showing the color scheme proposed for the exterior of the structure.
- (b) Information on all ordinances and procedures is available at the building and zoning department.
- (c) This section is enforceable by the Chief Building Official or his/her designee.**

Sec. 30-182. - Right of entry.

- (a) The chief ~~Chief Building Official~~ **Chief Building Official** is authorized to enter any building, structure or premises at any reasonable time for the purpose of performing his duties under this article. A reasonable time shall be deemed to be between the hours of 8:00 a.m. and 9:00 p.m., Monday through Saturday. If any owner, occupant or other person in charge of a building, structure or



premises subject to the provisions of this article refuses, impedes, inhibits, interferes with, restricts or obstructs lawful entry or access to any part of the building, structure or premises where an inspection authorized by this code is sought, the chief **Chief Building Official** may seek an inspection warrant pursuant to state statute.

- (b) At the time of inspection, the chief **Chief Building Official** shall properly identify himself and shall advise the occupant of his right to refuse entry to the nonpublic areas of the building, structure or premises. He shall further advise the occupant that an inspection warranty may be obtained if entry is refused.

Sec. 30-183. - Violation notices.

- (a) Whenever the chief **Chief Building Official** determines that any building, structure or premises fails to meet the requirements set forth in this article or in applicable rules promulgated pursuant to this article, he shall issue a notice setting forth the alleged violations and advising the owner or other responsible party, as appropriate, that such violation must be corrected within a specified reasonable time.

(b) This section is enforceable by the Chief Building Official or his/her designee.

Sec. 30-184. - Form and service of notice.

Notices of violations issued pursuant to this article shall:

- (1) Be in writing.
- (2) Describe the building, structure or premises where the violations are alleged to exist or to have been committed, with sufficient specificity to identify both the place and the violations.
- (3) Set forth the alleged violation of this article or the applicable rules promulgated pursuant to this article.
- (4) Provide a reasonable time, not less than 24 hours, for the correction of any alleged violation.
- (5) Include a statement that the owner and/or other responsible party shall be subject to the penalties provided in this article if the violations are not remedied within the time specified.
- (6) Be served upon the owner, owner's agent, or other responsible party, as appropriate, of the building, structure or premises personally or by certified mail addressed to the last known mailing address of the owner or other responsible party, or of the agent of



the owner or other responsible party, as shown in the public records. Failure to give any notice as required by this article to other persons included within the definition of the term "owner," as defined in section 30-168, shall in no way affect the notice to the owner so notified. If one or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon the unfound person or persons by posting a notice in or about the building, structure or premises described in the notice or by causing such notice to be published in a daily newspaper of general circulation in the city once a week for three successive weeks.

- (7) Be served in such other manner as authorized by law.

Sec. 30-185. - Recording of violation notice.

Whenever the violations specified in a violation notice have not been corrected within the time specified in the notice, ~~the chief may record~~ a copy of such violation notice, or other appropriate instrument, **may be recorded** in the public records of the county indicating that violations of this article exist upon the property involved. The recording of such violation notice or other appropriate instrument as herein provided shall constitute constructive notice to any subsequent purchasers, transferees, grantees, mortgagees, lessees, lienors and all persons having, claiming or acquiring any interest in the property described herein, or affected thereby.

Sec. 30-186. - Final order.

All notices and orders ~~issued by the chief~~ pursuant to the provisions of this article **pertaining to zoning** shall be final upon the expiration of 30 days from the day notice thereof is served upon the owner or the owner's agent of the building, structure or premises, or upon the expiration of such lesser time period provided in the notice or order for compliance; unless, prior to the expiration of such period, a written petition for appeal or request for variance to the board of zoning appeals is filed in the office of the chief. Final notices and orders shall not be reviewable by the board of zoning appeals

Sec. 30-187. - Notices and orders binding.

A notice or order issued by the ~~chief~~ **Chief Building Official** pursuant to the provisions of this article shall not be diminished, canceled or in any way affected by the conveyance of the title to any real property, building or other structure, or of any interest in any real property, building or other structure. A



person who acquires such an interest while a building, structure or premises is subject to a notice or order issued under this code shall comply with that notice or order to the same extent as if he had held his interest at the time the notice or order was issued. Upon request, the chief **Chief Building Official** shall provide all persons acquiring such interest with copies of records pertaining to all notices and orders previously served and issued with respect to the real property, building or other structure or premises conveyed at the expense of the person requesting the copies.

Sec. 30-188. - Unlawful to fail to comply with order.

It shall be unlawful for a person to violate a provision of this article or to fail to comply with an order issued by the chief **Chief Building Official** or the board of zoning appeals pursuant to the provisions of this article. A separate offense shall be deemed to have been committed for each 15 days that a violation of this article continues.

Sec. 30-189. - Unlawful to refuse or restrict lawful entry.

It shall be unlawful for any person to refuse, impede, inhibit, interfere with, restrict or obstruct lawful entry or access to any part of a building, structure or premises where an inspection authorized by this article is sought.

Sec. 30-190. - Penal Enforcement.

The chief **Chief Building Official** is authorized to enforce the provisions of this article by the use of courts, municipal code enforcement boards, special masters and all other means provided by law.

(Ord. No. 98-7, § 1, 3-12-1998)

Sec. 30-191. - Penalties.

A Violations of this article **shall be punishable by civil penalties as established in chapter 2, Article V, Division 2, Section 2-314** ~~constitute a class I offense against the city. A separate offense shall be deemed to have been committed for each month a violation of this article shall continue.~~

Section 2. That all sections of Chapter 30, Article VI of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.



Section 3. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section 4. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section 5. That this ordinance shall take effect upon its passage as provided by law.

Section 6. That a copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on second reading this 26th day of June, 2014.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

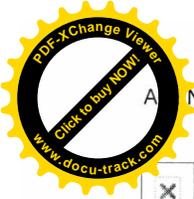
APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Agenda Item

13



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE closing, vacating and abandoning a portion of the Second Street Right of Way lying between Reid Street and St. Johns Avenue (Approximately 127 square feet) - 2nd Reading, Adopt

SUMMARY:

The City entered into a purchase and sale agreement with Riverfront Development Group, Palatka, Florida to purchase the property contained in RFP 13-002 for areas 1 and 2. During the preparation of the survey, legal, and title insurance it was determined a small portion of the 100 block buildings, approximately 1,200 square feet, encroached upon or into the Second Street. In order to have a cleaner title, Riverfront Development Group, LLC has requested the City vacant and abandon that portion of the Right of Way that encroaches. The proposed ordinance will close, vacant and abandon the approximate 127 square feet of property which will become part of the property being sold to the buyer.

This is the second reading of this Ordinance, which was passed on first reading on May 22, 2014

RECOMMENDED ACTION:

Adopt on second reading an Ordinance closing, vacating and abandoning a portion of the Second Street Right of Way lying between Reid Street and St. Johns Avenue (Approximately 127 square feet).

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 9:17 PM
City Clerk	Driggers, Betsy	Approved	5/28/2014 - 9:17 PM
City Manager	Czymbor, Michael	Approved	5/29/2014 - 7:50 AM
Finance	Reynolds, Matt	Approved	6/2/2014 - 12:41 PM
City Clerk	Driggers, Betsy	Approved	6/2/2014 - 2:23 PM



ORDINANCE NO. 14 - 14

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CLOSING, VACATING, AND ABANDONING A PORTION OF SECOND STREET RIGHT-OF-WAY LYING BETWEEN REID STREET AND ST. JOHNS AVENUE (APPROXIMATELY 127 SQUARE FEET) AS DESCRIBED HEREIN, WITHIN THE CITY OF PALATKA, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

AGENDA - CITY OF PALATKA, June 12, 2014 Page 217 of 218 WHEREAS Chapter 166.021, Florida Statutes, and Section 2 (b), Article VIII of the Constitution of the State of Florida, vest municipalities with the Authority to discontinue or vacate any street or portion thereof when done in the interest of the general welfare; and, Item Number: 21 Attachment Number: 1

WHEREAS, public hearings were held on the 22nd day of May 2014, and the 12th day of June, 2014, concerning the necessity and advisability of vacating and abandoning that portion of Second Street right-of-way located east of the existing right-of-way line along Second Street in the City of Palatka, Florida, as shown on the Plat of the Palatka Blocks and Water Lots, Map Book 2, Page 46, official records of Putnam County, Florida; and,

WHEREAS, the public hearings referred to in the preceding paragraph was duly noticed and published in the Palatka Daily News on the 16th day of May, 2014, notifying the public that said public Hearings would be held;

WHEREAS, after receiving comment and input from the general public and concerning the general welfare of the citizens of the City of Palatka, it has been determined that it would be in the best interest of the City and its citizens to vacate and abandon that portion of the street more particularly described herein;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

SECTION I. That the following street or portions thereof are hereby vacated, abandoned, renounced, and disclaimed:

DESCRIPTION OF PROPERTY:

A parcel of land being a portion of Second Street (a 60.00 foot wide right-of-way as presently established) of the City of Palatka, Florida, according to John Dick's Plat of the Town of Palatka, dated 1853 on file in the office of the Clerk of Circuit Court, Putnam County, Florida and being more particularly described as follows:

Begin at the southwest corner of Block 2 of the City of Palatka, Florida, according to John Dick's Plat of the Town of Palatka, dated 1853 on file in the office of the Clerk of Circuit Court, Putnam County, Florida, said Southeast corner being a magnetic nail and disk identified as being "LB 6824", thence N 76°00'00" W, a distance of 1.00 feet; thence N 14°12'52" East, a distance of 209.68 feet; thence S 75°46'28" E, a distance of 0.22 feet to the easterly right-of-way line of Second Street (a 60.00 foot wide right of way as presently established) of the City of Palatka, Florida, according to John Dick's Plat of the Town of Palatka, dated 1853 on file in the office of the Clerk of Circuit Court, Putnam County, Florida and the westerly line of said Block 2 according to John Dick's plat of



the Town of Palatka, dated 1853 on file in the office of the Clerk of Circuit Court, Putnam County Florida; thence S 14°00'00" W, along said Easterly right-of-way line of Second Street and said Westerly line of Block 2, a distance of 209.68 feet to the Point of Beginning.

Said parcel of land containing 127 square feet more or less.

SECTION II. This Ordinance shall take effect upon adoption.

SECTION III. Notice of the passage of this Ordinance and of the closing and vacating of the streets, or portion thereof, shall be published one (1) time within thirty (30) days from the adoption of this Ordinance in a newspaper published in Putnam County, Florida, announcing to the public the action of the City Commission in closing and vacating the street or a portion thereof described herein. Copy of this Ordinance as adopted and proof of publication of the notice of adoption of this Ordinance shall be recorded within the official records of Putnam County, Florida.

AGENDA CITY OF PALATKA June 12, 2014 Page 21 of 21

Item Number: 21
Attachment Number: 1

SECTION IV. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 12th day of June, 2014.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney