



BERNARD MYERS
MAYOR - COMMISSIONER

MATY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. WILSON
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
May 8, 2014

CALL TO ORDER:

- a. **Invocation** – The Reverend Nichol Fecteau, Chaplain; Putnam Community Medical Center
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 4/24/14 Workshop and Regular meetings

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION:** Kids to Parks Day – May 18, 2014

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

3. CONSENT AGENDA:

- *a. **Adopt Resolution 2014-10-70** authorizing the execution of a contract with the State of Florida for State Highway Traffic Signal Maintenance and Compensation Program FY 2014-15 for reimbursement of 50% of the cost of traffic signal maintenance
- *b. **Adopt Resolution 2014-10-71** authorizing execution of Amendment #1 to renew Florida Department of Corrections Work Squad Contract #WS836 effective 8/24/14
- *c. **Adopt Resolution No. 2014-10-72** authorizing the execution of FEMA 1840-06-R Grant Agreement Modification to amend the project budget from \$326,845.50 to \$419,909.00 (\$314,932 Federal Share; \$104,977 City Share)
- *d. **Adopt Resolution No. 2014-10-73** awarding the bid to Hager Construction Company in the amount of \$356,908.50 for FEMA 1840-06R St. Johns Avenue & 15th Street drainage improvements project

PUBLIC HEARINGS:

- * 4. **ORDINANCE** extending the City of Palatka 2008 Economic Recovery and Incentive Program extending the suspension of the collection of Parks & Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees through December 31, 2015 - 1st Reading
- * 5. **ORDINANCE** amending Chapter 30 of the Municipal code to establish regulations for vacant, blighted, unsecured or abandoned structures – Second Reading, Adopt
- 6. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 7. **COMMISSIONER COMMENTS**



AGENDA - CITY OF PALATKA
May 8, 2014
Page 2

8. 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.

Upcoming Events:

May 23 – 26 – Blue Crab Festival
May 26 – City offices closed to observe Memorial Day
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 OF PALATKA



Proclamation

WHEREAS, May 18th, 2013 is the third National Kids to Parks Day, organized and launched by the National Park Trust; and

WHEREAS, National Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, National Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, National Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

WHEREAS, Palatka and Putnam County are home to some of the most beautiful parks and recreation areas in the State of Florida, boasts the State's first designated Blueways paddling trail, and today dedicated and opened a portion of the Palatka-to-St. Augustine State Trail as part of the East Coast Greenway.

NOW THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim May 18, 2013 as

NATIONAL KIDS TO PARKS DAY

in the City of Palatka, and we urge all citizens to make time on Saturday, May 18th, to take the children in their lives to a neighborhood, state or national park, trail or blueway.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 9th day of May, in the Year of Our Lord Two Thousand and Thirteen

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Phil Leary
James Norwood, Jr.

PALATKA CITY COMMISSION

By: 
Vernon Myers, MAYOR



Agenda Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2014-10-70 authorizing execution of Florida Department of Corrections Work Squad Contract #WS836, Amendment 1, effective August 24, 2014.

SUMMARY:

For many years the City of Palatka has contracted with the Florida Department of Corrections for the use of prison work squads that perform a variety of maintenance and infrastructure work for various departments of the City. The City bears the cost of the prison guard, transportation van and equipment/supplies used by the Crew.

Florida DOC has notified the City that this contract is up for renewal. This renews Contract #WS836, which expires August 23, 2014. The total annual cost of this contract is \$57,497.00.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager's execution of Florida Department of Corrections Work Squad Contract #WS836, Amendment 1, effective August 24, 2014.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Czymbor, Michael	Approved	4/23/2014 - 4:52 PM
City Clerk	Driggers, Betsy	Approved	4/28/2014 - 11:16 AM
City Manager	Czymbor, Michael	Approved	4/29/2014 - 8:41 AM



RESOLUTION NO. 2014-10-___

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST AMENDMENT #1 TO FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD AGREEMENT #WS836 TO PROVIDE ONE INMATE WORK SQUAD TO THE CITY OF PALATKA FOR A ONE-YEAR TERM BEGINNING AUGUST 24, 2014.

WHEREAS, Section 944.10(7) and Section 945.40, Florida Statutes and Rules 33-601.201 and 33-601.292, Florida Administrative Code, provide for the use of inmate labor in work programs the purpose of providing services and performing work under the supervision of Department of Corrections Staff; and

WHEREAS, the City of Palatka is a qualified and willing participant with the Department of Corrections and wishes to contract for an inmate work squad; and

WHEREAS, the Florida Department of Corrections desires to renew Inmate Work Squad Contract No. WS836 with the City of Palatka to provide one inmate work squad to the City of Palatka for a term of one (1) year, beginning August 24, 2014 and ending August 23, 2015; this contract is in its final renewal year; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka to enter into DOC Contract No. WS836.

NOW, THEREFORE, BE IT RESOLVED that the City Manager and City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, Florida Department of Corrections Inmate Work Squad Contract #WS836 Amendment #1 in the amount of \$57,497.00 for the use of one (1) inmate crew for the term beginning August 24, 2014 and ending August 23, 2015.

PASSED AND ADOPTED this 8th day of May, 2014.

CITY OF PALATKA



By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY



**CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF PALATKA**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Palatka (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal;
- revises the end date of the Contract referenced in Section I., A., Contract Term;
- adds Section VII., I., Prison Rape Elimination Act; and
- replaces Addendum A with Revised Addendum A, effective August 24, 2014.

Original contract period: August 24, 2013 through August 23, 2014

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

A. This Contract began August 24, 2013 and shall end at midnight on August 23, 2015.

This Contract is in its final renewal year.

2. Section VII., I., Prison Rape Elimination Act (PREA) is hereby added:

1. Prison Rape Elimination Act (PREA)

The Agency will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Agency will also comply with all Department policies and procedures that relate to PREA.

3. Pursuant to Section III., Compensation, A., 5, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective August 24, 2014.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK



**CONTRACT # WS836
Amendment # 1**

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on August 24, 2014 or the last date of signature by all parties, whichever is later.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF PALATKA

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED BY: _____
NAME: **Michael D. Crews**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED BY: _____
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: _____



Revised Addendum A

Inmate Work Squad Detail of Costs for City of Palatka
Interagency Contract Number WS836 Effective August 24, 2014

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment		**	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	\$ 2,225.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO



Revised Addendum A
Inmate Work Squad Detail of Costs for City of Palatka
Interagency Contract Number WS836 Effective August 24, 2014

	Bill To Agency	Provided By Agency	Already Exists
Total Cost	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$			
\$			
\$			

	Per Unit Cost	Number of Units
<input checked="" type="checkbox"/>		1

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio	MACOM \$4969.00
Vehicle Mounted Radio	MACOM \$5400.00

TOTAL Operating Capital To Be Advanced By Agency

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.



Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Palatka
Interagency Contract Number WS836 Effective August 24, 2014

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



Agenda Item

3b



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-71 authorizing the City Manager to execute a contract with the State of Florida for State Highway Traffic Signal Maintenance and Compensation program FY 2014/15 for reimbursement of 50% of the cost of traffic signal maintenance.

SUMMARY:

For many years the City of Palatka has cooperatively worked with the State of Florida to maintain the traffic signals on State roads which traverse through the City limits (SR 15, 19, and 20). The City agrees to maintain these traffic lights, pay for monthly electrical costs, and assume the cost of general maintenance (bulb replacement) and have ninety percent (90%) of the lights in operation on a regular basis. The 2014/15 contract totals \$20,583.25.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of a contract with FDOT for Highway System Traffic Signal Maintenance, and Compensation Program

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Czymbor, Michael	Approved	4/25/2014 - 12:25 PM
City Clerk	Driggers, Betsy	Approved	4/28/2014 - 11:09 AM
City Manager	Czymbor, Michael	Approved	4/29/2014 - 8:40 AM



RESOLUTION No. 2014-10-___

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST THE “2014/15 STATE HIGHWAY TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTION

WHEREAS, the City of Palatka, hereinafter referred to as the “Maintaining Agency,” first entered into a State Highway Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation, hereinafter referred to as “the FDOT,” on September 30, 2002; and

WHEREAS, the FDOT finds it is necessary for the “Maintaining Agency” to execute and deliver to the FDOT the Agreement identified as “2014/15 State Highway Traffic Signal Maintenance and Compensation Agreement” hereinafter referred to as ‘Exhibit 1,’ together with Exhibits “A” and “B” as attached hereto; and

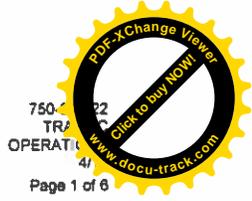
WHEREAS, the total cost of maintenance for FY 2014/15 is \$20,583.25; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida (the “Maintaining Agency”) as follows:

1. That **Michael J. Czymbor**, City Manager of the City of Palatka, Florida, be hereby authorized and directed to execute and deliver **Exhibit A**, attached hereto and incorporated herein, to the **Florida Department of Transportation (FDOT)**;
2. That **Betsy J. Driggers**, City Clerk of the City of Palatka, Florida, be hereby authorized and directed to attest **Exhibit A**; and
3. That a certified copy of this Resolution be forwarded to **FDOT** along with the executed **Exhibit 1**, together with Exhibits “A” and “B” as attached hereto and incorporated herein.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, as the Maintaining Agency, this 8th day of May, 2014.

CITY OF PALATKA



TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. 41353318801
F.E.I.D. NO. F596000401002

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CITY OF PALATKA, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 3 34.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals , traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement , the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications /corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is



TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair, however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.



TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

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

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

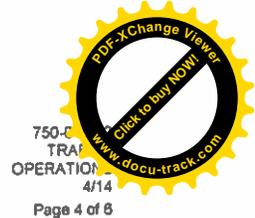
16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:
- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
 - b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.



TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CITY OF PALATKA, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

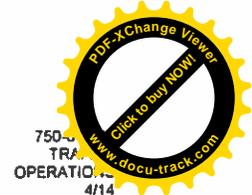
Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed: _____

Legal Review: _____

Attorney Date



TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A						
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 14/15						
Effective Date: 07/01/2014 To: 06/30/2015						
Maintaining Agency: CITY OF PALATKA						
Intersection Locations	Agency Responsible for Periodic Maintenance (FDOT or Maintaining Agency)	Compensation (Yes or No)	Device Type	FDOT FY Unit Rate (refer to Exhibit B)	% of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR15/20/100, (US17) REID ST. at 2ND ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR15/20/100, (US17) REID ST. at 3RD ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR15/20/100, (US17) REID ST. at 4TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR15/20/100, (US17) REID ST. at 7TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR15/20/100, (US17) REID ST. at SR20, 9TH ST.		Yes	TS	\$2,951.00	75.00%	\$2,213.25
SR15/20/100, (US17) REID ST. at 11TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR15/20/100, (US17) REID ST. at 19TH ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR15/20/100, (US17) REID ST. at MOSELEY AVE./20T		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR19 at ST. JOHNS AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, (CRILL AVE.) at PALM AVE.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, (CRILL AVE.) at CR311 (HUSSON AVE.)		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, (CRILL AVE.) at 20TH ST. (MOSELEY AVE.)		Yes	TS	\$2,951.00	50.00%	\$1,475.50
SR20, CRILL AVE. at 18th St./ W. H. BEASLEY MIDDLE		Yes	PFB	\$295.00		\$295.00
SR20, CRILL AVE. at S. 13TH ST.		Yes	ICB	\$738.00	50.00%	\$369.00
SR20, (CRILL AVE.) at LEMON ST.		Yes	TS	\$2,951.00	50.00%	\$1,475.50
				Total Lump Sum	\$20,583.25	

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$20,583.25.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-4
 TRAF
 OPERATIONS
 4/14
 Page 6 of 8

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
	11-12	\$2,701	\$675			
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

April 25, 2014

To: Traffic Signal Maintaining Agencies

Re: Traffic Signal Maintenance and Compensation Agreement

Dear Colleagues:

At the outset, I want to thank the Maintaining Agencies, FACERS and Department staff for the valuable input and feedback in finalizing the revised *Traffic Signal Maintenance and Compensation Agreement*. The intent is that this Agreement will be used for the period July 1, 2014 through June 30, 2015 and we will begin negotiations for an Agreement that will be used in future years. The revisions in this Agreement include compensation for new traffic signals and additional warning beacons and other devices; clarifying language on the responsibilities for maintenance of mast arms; a requirement of an annual report with performance measures to include detection device malfunction repairs or restoration within sixty days; and each traffic signal shall receive at least one minor preventative maintenance inspection per year.

The Department is requesting that this new Agreement be signed by all Maintaining Agencies and returned to the Department by June 15, 2014 so that the Agreement can be executed effective July 1, 2014. If your Agency is unable to meet the June 15, 2014 deadline, please contact your local District Traffic Operations Engineer and let them know of the anticipated date by when the Agreement will be signed.

The Department intends to begin negotiations for developing a new Agreement for future years, which will include additional performance measures, and a review of the overall compensation structure and all contract language. The Department is committed to discussing compensation, performance measures or other aspects of the Agreement during negotiations. In preparing for these negotiations, we will be requesting the Maintaining Agencies to provide information on the costs for operating and maintaining traffic signals and other devices on the state highway system. This information was very helpful during the initial discussions for developing the compensation amounts that are currently used.

Once again, thank you for your assistance, and we look forward to our continued partnership in providing traffic signal services on the state highway system. The Department looks forward to working with all parties on developing the future Agreement. If any Maintaining Agency has any questions concerning the Agreement, they should contact their local District Traffic Operations Office.

Sincerely,

Mark C. Wilson, P.E.
State Traffic Operations Engineer

cc: Ananth Prasad, P.E., Secretary
District Secretaries
District Traffic Operations Engineers

www.dot.state.fl.us



Agenda Item

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-72 authorizing the execution of FEMA 1840-06-R Grant Agreement Modification to amend the project budget from \$326,845.50 to \$391,409 (\$293,577 Federal share, \$97,852 City share)

SUMMARY:

Seven (7) sealed competitive bids were received for the FEMA 1840-06-R St. Johns Avenue South 15th Street drainage project. The low bid came in at \$356,908.50. The cost for construction administration and inspection is \$34,500, bringing the total cost for construction to 391,409.00. The current funding amount for phase II (construction) is \$326,845, leaving a funding shortage of \$64,564.00. The added cost to the City is \$16,142.00.

See attached a Grant Agreement Modification to amend the budget from \$326,845.50 to \$391,409.00 (\$293,557 Federal share, \$87,852 City share).

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of FEMA 1840-06-R Grant Agreement Modification to amend the project budget from \$326,845.50 to \$391,409.00 for the St. Johns Avenue and 15th Street Drainage Improvements Project

ATTACHMENTS:

Description	Type
D <u>Grant Agreement Modification</u>	Backup Material
D <u>Phase II approval</u>	Backup Material
D <u>Budget and Extension Approval</u>	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	4/30/2014 - 7:23 PM
City Clerk	Driggers, Betsy	Approved	4/30/2014 - 7:26 PM



RESOLUTION No.

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF FEMA 1840-06-R
MODIFICATION TO SUBGRANT AGREEMENT RELATED TO
THE ST. JOHNS AVENUE AND 15TH STREET DRAINAGE
IMPROVEMENTS PROJECT**

WHEREAS, on October 14, 2010 the City of Palatka (the City) entered into an agreement with the State of Florida Division of Emergency Management for drainage improvements along St. Johns Avenue from the intersection of 18th Street to 16th Street then South along 16th Street to Oak Street and then East along Oak Street to the intersection of 15th Street (the PROJECT); and

WHEREAS, the total PROJECT cost was estimated at \$295,666; and

WHEREAS, the actual total PROJECT cost is \$422,909; and

WHEREAS, the City deems it reasonable and necessary to execute a modification to the FEMA 1840-06-R Subgrant Agreement for the St. Johns avenue and 15th Street drainage improvements 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 a modification to the FEMA 1840-06-R Subgrant Agreement extending the project timeframe and amending the total project cost from \$295,666 to \$422,909 for the St. Johns avenue and 15th Street drainage improvements project.
2. 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>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
334-1-3004	FEMA ST JOHNS 18TH TO 16TH AND OAK 1840-	<u>\$223,759.00</u>	<u>\$ 69,798.00</u>	<u>\$293,557.00</u>
TOTAL REVENUES AMENDED:		\$223,759.00	\$ 69,798.00	\$293,557.00

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



EXPENDITURES:

<u>Expenditure Number</u>	<u>Description</u>	<u>Last Approved</u>	<u>Recommended Amendments</u>	<u>As Amended</u>
101-18-519-8121	FEMA ST JOHNS 18TH TO 16TH AND OAK	\$ 295,666.00	\$ 95,743.00	\$ 391,409.00
101-18-519-8922	USDA LARIMER ROOF REPAIR, WEATHERIZATION	\$ 97,000.00	\$ (\$25,945.00)	\$ 71,055.00
TOTAL EXPENDITURES AMENDED:		\$ 392,666.00	\$ 69,798.00	\$462,464.00

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 8th day of May, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Contract Number: 11HM-3E-04-64-02-007

Project Number: 1840-06-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF PALATKA**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Palatka ("the Recipient") to modify Contract Number 11HM-3E-04-64-02-007, dated November 10, 2010, ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hazard Mitigation Grant Program of \$21,375.00, in Federal Funds for Phase I; and

WHEREAS, the Division and the Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on March 29, 2012; and

WHEREAS, the Division and the Recipient desire to reinstate and extend the terms of the Agreement; and

WHEREAS, the Division now intends to provide additional Federal Funds to the Recipient of \$293,557.00 for Phase II-Construction.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

PERIOD OF PERFORMANCE

This Agreement shall begin on August 24, 2010, and shall end April 30, 2015, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$293,557.00, for the maximum amount payable under the Agreement to \$314,932.00 (Three Hundred Fourteen Thousand, Nine Hundred Thirty-Two Dollars and No Cents).
4. This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$314,932.00, subject to the availability of funds



5. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
6. Paragraph 11 of the Agreement is hereby amended to read as follows:

REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- (e) Exercise any corrective or remedial actions, to include but not limited to:
 - 1) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - 2) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - 3) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or
 - 4) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- (f) Exercise any other rights or remedies which may be available under law;
- (g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.



7. The Exhibit 1 to the Agreement is hereby modified as set forth in 1st Revised Exhibit 1 to this Modification, a copy of which is attached hereto and incorporated herein by reference
8. The Agreement is modified as to any and all reference to "Department of Community Affairs", be replaced with "Division of Emergency Management", as incorporated herein by reference.
9. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
10. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
11. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT CITY OF PALATKA

By: _____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____



AGENDA

RECIPIENT

SCOPE OF WORK

SCOPE OF WORK

The purpose of this Scope of Work (SOW) is to provide protection to St. Johns Avenue in the City of Palatka; funded through the Hazard Mitigation Grant Program (HMGP) DR⁰⁰⁰⁰⁰⁰⁰⁰R, as approved by the Division and the Federal Emergency Management Agency (FEMA). The project will upgrade the existing drainage system, providing additional collection points for the sizable tributary drainage area. The new sewer system will remove the vast majority of the stormwater from the existing undersized trunk sewer, freeing capacity in that sewer

The City of Palatka agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the recipient and subsequently approved by the Division and FEMA. The recipient will complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OBJECTIVES

As a Hazard Mitigation Grant Program project, the Recipient, the City of Palatka proposes to improve drainage and provide protection to St. Johns Avenue, in Palatka, Florida 32177.

Phase I study will be conducted to determine modifications needed to improve and upgrade the existing drainage system. Phase I will provide funding for completion of design, permitting and geotechnical surveying process for this proposal.

Phase II – Construction of the project will include installation of a stormwater collection system on St. Johns Avenue to collect and convey stormwater in a closed pipe system as well as construction of a new trunk sewer and collection system in 16th Street, which will parallel the existing system in 15th Street, which will remove the vast majority of stormwater from the existing 15th Street undersized trunk sewer, freeing the capacity. The 16th Street trunk will turn east at Carr Street, and will connect back into the existing trunk sewer at the intersection of Carr Street and 15th Street.

The stormwater collection system will be designed to convey the runoff from a 10-year design storm event. It is anticipated this project will eliminate flooding on St. Johns Avenue between 19th Street and 15th Street and will also eliminate the flooding at Oak Street and 15th Street for any storm event smaller than a 10-year event

PROJECT REQUIREMENTS AND CONDITIONS

APPLICABLE DOCUMENTS

- 1) Have an engineer's plan that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and the Federal Emergency Management Agency (FEMA) Special Flood Hazard Areas on the same plan.
- 3) Meet all required environmental laws and policies. All environmental permits and approvals/concurrences must be obtained. A public notice must be published to notify interested parties of the proposed activity. Notices must be published in a manner that anyone that may be affected or interested in this project has access to the posting. The comment period expired and all comments addressed prior to initiating any construction activities.
- 4) Refine the cost estimate. A new Benefit Cost Analysis will be performed using the revised information.



- 5) Provide a set of Community Approved, State reviewed construction plans (sealed) for review and comment including milestones and timelines for completion of the final phase of the project and bid documents/award.
- 6) Phase I of this project is approved with the condition that the above list of deliverables will be submitted for review and approval by the Division and FEMA before Phase II is considered. No construction work may begin until Phase II is approved.

Note: Phase I – Deliverables conditions have been met and Phase II – Construction is approved.

□□ P□□□□ II □ C□□□□□□□□□□

- 1) The Recipient must follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the Categorical Exclusion (CATEX), coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by Federal Emergency Management Agency (FEMA), but done substantially at the same time) will require re-submission of the application for re-evaluation and approval by, Florida Division of Emergency Management (FDEM) and FEMA, before starting project work for compliance with Section 106, National Environmental Policy Act (NEPA) and other Laws and Executive Orders.
- 3) If ground disturbing activities occur during construction, recipient will monitor ground disturbance. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The recipient's contractor will provide immediate notice of such discoveries to the recipient. The recipient will notify the Florida Division of Historic Resources, FEMA and the FDEM within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with the FDEM, the SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with **Florida Statutes. Section 872.05.**
- 4) A copy of the "No Permit Required" or an Environmental Resource Permit (ERP) from the St. Johns River Water Management District (SJRWMD) will required at project closeout. Verification of the ERP compliance will also be required at project closeout.
- 5) Best management practices will be used during project work to minimize soil erosion, sediment migration and turbidity. A National Pollutant Discharge Elimination System (NPDES) stormwater permit must be obtained (if area of disturbance will be greater than one acre). The Recipient will need to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) must be submitted at project closeout.
- 6) For projects involving groundwater dewatering activities at the construction site, provide documentation of coverage under the Florida Department of Environmental Protection (FDEP) "Generic Permit for the Discharge of Produced Ground Water from any Non-contaminated Site Activity."
- 7) If ground disturbing activities occur during construction, recipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the FDEM and FEMA.



- 8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 9) A change in the scope of work MUST be approved by the Division and FEMA in advance regardless of the budget implications.
- 10) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 11) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 12) Any extension of the period of performance must be submitted to FEMA, 60 days prior to the expiration date. Request must be in writing and submitted along with substantiation of new date, and a new schedule of work, to the Division a minimum of ten (10) working days for Division processing.
- 13) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 14) The Recipient will submit a final copy of the project's As-Built drawings and necessary supporting documentation, and will provide a summary of all contract scope of work changes, if any. Additional documentation will include:
 - a) Copy of the Notice of Commencement
 - b) Local Building Official Inspection Report and Final Approval, if applicable
 - c) Certified Letter of Completion from Engineer of Record: The recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, and codes; if any archeological resources or materials were discovered during project work; and the extent of ground disturbance.
 - d) Photographs (color) of completed project sites.

C F C

- 1) If the City of Palatka fails to comply with any term of the award, the Division may take one or more of the following actions, as appropriate in the circumstances:
 - a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
 - b) Disallow all or part of the cost of the activity or action not in compliance;
 - c) Wholly or partly suspend or terminate the current award for the recipient's program;
 - d) Withhold further awards for the program; or
 - e) Take other remedies that may be legally available.

This is FEMA Project Number funded under HMGP-1785-DR-FL.

The project began on **January 5 2010**, for Pre-Award Costs awarded by FEMA on September 29, 2010; executed by both parties on November 10, 2010, and the Period of Performance (POP) for this project shall end on **April 30, 2015**



U.S. Department of Homeland Security
 FEMA Region IV
 3003 Chamblee Tucker Road
 Atlanta, GA 30341

FEMA

October 4, 2012

Mr. Bryan W. Koon, Director
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100

Attention: Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) Project #1840-6-R, Putnam County,
 City of Palatka, St. Johns Avenue Drainage Improvements – Phase II Approval

Dear Mr. Koon:

We are pleased to inform you that the subject project has been approved for a total project cost of \$326,845 with a Federal share of \$245,134 and non-Federal share of \$81,711.

The following is the approved Scope of Work (SOW) for the above-referenced project:

The proposed project will include installation of a stormwater collection system on St. Johns Avenue to collect and convey stormwater in a closed pipe system as well as construction of a new trunk sewer and collection system in 16th Street, which will parallel the existing system in 15th Street. The 16th Street trunk will turn east at Carr Street, and will connect back into the existing trunk sewer at the intersection of Carr Street and 15th Street. The stormwater collection system will be designed to convey the runoff from a 10-year design storm event. It is anticipated this project will eliminate flooding on St. Johns Avenue between 19th Street and 15th Street and will also eliminate the flooding at Oak Street and 15th Street for any storm event smaller than a 10-year event.

The period of performance for this subgrant is 2 years and shall end on September 30, 2014. All the activities specified in the scope of work should be completed no later than this date. In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation within 90 days, no later than December 29, 2014.

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subgrantee SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process. After a review of the proposed project and its environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in 44 CFR 10.8(d)(3), exist regarding this proposed project. The following "conditions of approval" are placed on this project:

1. NHPA:

- a. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify the Florida Division of Historic Resources and FEMA within 24



hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with *Florida Statutes, Section 872.05*.

- b. Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- 2. CZMA:
 - a. A copy of the NPR or an ERP (and verification of permit compliance) from the WMD will required at project closeout.
- 3. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 4. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 5. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

The State (grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. According to the Uniform Administrative Requirements for grants and cooperative agreements to State and Local Governments:

- For construction projects, the grantee must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)].
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.
- The grantee must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

The State HMGP Administrative Plan defines the procedure whereby the Governor’s Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee’s closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”



The obligation report and Record of Environmental Consideration are included for your records. The obligated funds are available for withdrawal from **Smartlink** on sub-account number 1840DRFLP00000005.

If you have any questions, please contact Gabriela Vigo at (229) 225-4546.

Sincerely,

Jacky S. Bell
Jacky S. Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosures



FEDERAL EMERGENCY MANAGEMENT AGENCY
 HAZARD MITIGATION GRANTS PROGRAM
 Obligation Report w/ Signatures

HMGP-OB-0

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1840	6-R	1	26	2	19	FL	Statewide

Subgrantee: Palatka
 Subgrantee FIPS Code: 107-53875

Project Title : Putnam County, City of Palatka, St Johns Avenue, Drainage Improvements

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$245,134	\$245,134	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$223,759	\$0	\$0	\$223,759	09/26/2012	Accept	2012

Comments

Date: 09/26/2012 User Id: VANDERS2

Comment: Obligation for 1840-6-R City of Palatka Drainage Improvements - Construction Phase (Ph II Fed Share = \$ 223,759). Ready for HM approval

Date: 09/26/2012 User Id: DBURKETT

Comment: 1840-0006-R Aplcn. 26 Amendment 1 Action 2, City of Palatka - Construction Phase (Ph II Fed Share = \$ 223,759 Allocation Nr. 17 proposed project will include installation of a stormwater collection system on St. Johns Avenue to collect and convey stormwater in closed pipe system as well as construction of a new trunk sewer and collection system in 16th Street, which will parallel the existing system in 15th Street. The 16th Street trunk will turn east at Carr Street, and will connect back into the existing trunk sewer at the intersection of Carr Street and 15th Street. The stormwater collection system will be designed to convey the runoff from a 10-year dr storm event. Approved for funding HMO.

Authorization

Preparer Name: VALERIE ANDERSON

Preparation Date: 09/26/2012

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 09/26/2012

Authorizing Official Signature

Authorizing Official Title

Authorization Date

Authorizing Official Signature

Authorizing Official Title

Authorization Date



Record of Environmental Consideration

See 44 Code of Federal Regulation Part 10.

Project Name/Number: City of Palatka Drainage Improvements / DR-1840-0006 – Phase II

Project Location: St. Johns Avenue, Palatka, Putnam County, Florida 32177;
 29.648056, -81.645833 (central point)

Project Description: Installation of a storm water collection system on St. Johns Avenue to collect and convey storm water in a closed pipe system and construction of a new trunk sewer and collection system in 16th Street, which will parallel the existing system in 15th Street. The 16th Street trunk will turn east at Carr Street, and will connect back into the existing trunk sewer at the intersection of Carr Street and 15th Street. The storm water collection system will be designed to convey the runoff from a 10-year design storm event. The project provides the advantage of many additional collection points for the sizable tributary drainage area. The new sewer system will remove the vast majority of the storm water from the existing undersized trunk sewer in 15th Street, freeing capacity in that sewer. It is anticipated this project will eliminate flooding on St. Johns Avenue between 19th Street and 15th Street and will also eliminate the flooding at Oak Street and 15th Street for any storm event smaller than a 10-year event.

Documentation Requirements

- No Documentation Required (Review Concluded)
- (Short version) All consultation and agreements implemented to comply with the National Historic Preservation Act, Endangered Species Act, and Executive Orders 11988, 11990 and 12898 are completed and no other laws apply. (Review Concluded)
- (Long version) All applicable laws and executive orders were reviewed. Additional information for compliance is attached to this REC.

National Environmental Policy Act (NEPA) Determination

- Statutorily excluded from NEPA review. (Review Concluded)
- Programmatic Categorical Exclusion - Category (Reference PCE in comments) (Review Concluded)
- Categorical Exclusion - Category XVI
 - No Extraordinary Circumstances exist.
 Are project conditions required? Yes (see section V) No (Review Concluded)
 - Extraordinary Circumstances exist (See Section IV).
 - Extraordinary Circumstances mitigated. (See Section IV comments)
 Are project conditions required? Yes (see section V) No (Review Concluded)
- Environmental Assessment
- Supplemental Environmental Assessment (Reference EA or PEA in comments)
- Environmental Impact Statement

Comments:

Record of Environmental Consideration (06/27/05)

1

09/24/12



Reviewer and Approvals

Project is Non-Compliant (See attached documentation justifying selection).

FEMA Environmental Reviewer.

Name:

Signature _____ Date _____

FEMA Regional Environmental Officer or delegated approving official.

Name: Heather D. Batson

Signature Heather D. Batson Date 9/24/2012

I. Compliance Review for Environmental Laws (other than NEPA)

A. National Historic Preservation Act

- Not type of activity with potential to affect historic properties. **(Review Concluded)**
- Applicable executed Programmatic Agreement (insert date) Otherwise, conduct standard Section 106 review.
 - Activity meets Programmatic Allowance # _____
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**

HISTORIC BUILDINGS AND STRUCTURES

- No historic properties that are listed or 45/50 years or older in project area. **(Review Concluded)**
- Building or structure listed or 45/50 years or older in project area and activity not exempt from review.
 - Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence on file)
 - Property a National Historic Landmark and National Park Service was provided early notification during the consultation process. If not, explain in comments
 - No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file).
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence on file)
 - Resolution of Adverse Effect completed. (MOA on file)
 - Are project conditions required Yes (see section V) No **(Review Concluded)**

ARCHEOLOGICAL RESOURCES

- Project affects only previously disturbed ground. **(Review Concluded)**
- Project affects undisturbed ground.
 - Project area has no potential for presence of archeological resources
 - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation on file). **(Review Concluded)**
 - Project area has potential for presence of archeological resources
 - Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence on file)
 - Are project conditions required Yes (see section V) No **(Review Concluded)**
 - Determination of historic properties affected
 - NR eligible resources not present (FEMA finding/SHPO/THPO concurrence on file).
 - Are project conditions required Yes (see section V) No **(Review Concluded)**
 - NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence on file)
 - No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence on file)
 - Resolution of Adverse Effect completed. (MOA on file)
 - Are project conditions required? Yes (see section V) No

Record of Environmental Consideration (06/27/05)

2

09/24/12



(Review Concluded)

Comments: Per SHPO letter dated 01/03/2012. Per consultation sent on 08/09/2012; In keeping with a government-to-government relationship and in compliance with 36 CFR 800, the following tribal governments were invited to participate in the Section 106 process for this project: Alabama-Quassarte Tribal Town, Muscogee (Creek) Nation, Poarch Band of Creek Indians, Seminole Tribe of Florida, Seminole Nation of Oklahoma, Jena Band of Choctaw Indians, and the Thlopthlocco Tribal Town. Concurrence received on 09/05/2012 from the Seminole Tribe of Florida.
Correspondence/Consultation/References:

B. Endangered Species Act

- No listed species and/or designated critical habitat present in areas affected directly or indirectly by the Federal action. **(Review Concluded)**
- Listed species and/or designated critical habitat present in the areas affected directly or indirectly by the Federal action.
 - No effect to species or designated critical habitat. (See comments for justification)
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence on file) **(Review Concluded)**
 - Are project conditions required? Yes (see section V) No **(Review Concluded)**
 - Likely to adversely affect species or designated critical habitat
 - Formal consultation concluded. (Biological Assessment and Biological Opinion on file)
 - Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: Per USFWS species and habitat listing for Putnam County, Florida; accessed 06/05/2012.
Correspondence/Consultation/References:

C. Coastal Barrier Resources Act

- Project is not on or connected to CBRA Unit or Otherwise Protected Area **(Review Concluded)**.
- Project is on or connected to CBRA Unit or Otherwise Protected Area. (FEMA determination/USFWS consultation on file)
 - Proposed action an exception under Section 3505.a.6? **(Review Concluded)**
 - Proposed action not excepted under Section 3505.a.6.
 - Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

D. Clean Water Act

- Project would not affect any waters of the U.S. **(Review Concluded)**
- Project would affect waters, including wetlands, of the U.S.
 - Project exempted as in kind replacement or other exemption. **(Review Concluded)**
 - Project requires Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits.
 - Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments:
Correspondence/Consultation/References:

E. Coastal Zone Management Act

- Project is not located in a coastal zone area and does not affect a coastal zone area **(Review concluded)**
- Project is located in a coastal zone area and/or affects the coastal zone
 - State administering agency does not require consistency review. **(Review Concluded)**
 - State administering agency requires consistency review.
 - Are project conditions required? YES (see section V) NO **(Review Concluded)**

Comments: Per State EHP review: the applicant is in the process of obtaining a 'No Permit Required (NPR) notice from the WMD. A copy of this or an ERP permit should be provided at project closeout.
Correspondence/Consultation/References:



F. Fish and Wildlife Coordination Act

- Project does not affect, control, or modify a waterway/body of water. (Review Concluded)
 - Project affects, controls or modifies a waterway/body of water.
 - Coordination with USFWS conducted
 - No Recommendations offered by USFWS. (Review Concluded)
 - Recommendations provided by USFWS.
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
Correspondence/Consultation/References:

G. Clean Air Act

- Project will not result in permanent air emissions. (Review Concluded)
 - Project is located in an attainment area. (Review Concluded)
 - Project is located in a non-attainment area.
 - Coordination required with applicable state administering agency.
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
Correspondence/Consultation/References:

H. Farmland Protection Policy Act

- Project does not affect designated prime or unique farmland. (Review Concluded)
 - Project causes unnecessary or irreversible conversion of designated prime or unique farmland.
 - Coordination with Natural Resource Conservation Commission required.
 - Farmland Conversion Impact Rating, Form AD-1006, completed.
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
Correspondence/Consultation/References:

I. Migratory Bird Treaty Act

- Project not located within a flyway zone. (Review Concluded)
- Project located within a flyway zone.
 - Project does not have potential to take migratory birds. (Review Concluded)
 - Are project conditions required? Yes (see section V) No (Review Concluded)
 - Project has potential to take migratory birds.
 - Contact made with USFWS
 - Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
Correspondence/Consultation/References:



J. Magnuson-Stevens Fishery Conservation and Management Act

- Project not located in or near Essential Fish Habitat. (Review Concluded)
- Project located in or near Essential Fish Habitat.
 - Project does not adversely affect Essential Fish Habitat. (Review Concluded)
 Are project conditions required? Yes (see section V) No (Review Concluded)
 - Project adversely affects Essential Fish Habitat (FEMA determination/USFWS/NMFS concurrence on file)
 - NOAA Fisheries provided no recommendation(s) (Review Concluded).
 Are project conditions required? Yes (see section V) No (Review Concluded)
 - NOAA Fisheries provided recommendation(s)
 - Written reply to NOAA Fisheries recommendations completed.
 Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
 Correspondence/Consultation/References:

K. Wild and Scenic Rivers Act

- Project is not along and does not affect Wild or Scenic River (WSR) - (Review Concluded)
- Project is along or affects WSR
 - Project adversely affects WSR as determined by NPS/USFS. FEMA cannot fund the action.
(NPS/USFS/USFWS/BLM consultation on file) (Review Concluded)
 - Project does not adversely affect WSR. (NPS/USFS/USFWS/BLM consultation on file)
 Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
 Correspondence/Consultation/References:

L. Other Relevant Laws and Environmental Regulations

Identify relevant law or regulations, resolution and any consultation/references

II. Compliance Review for Executive Orders

A. E.O. 11988 - Floodplains

- No Effect on Floodplains/Flood levels and project outside Floodplain - (Review Concluded)
- Located in Floodplain or Effects on Floodplains/Flood levels
 - No adverse effect on floodplain and not adversely affected by the floodplain. (Review Concluded).
 Are project conditions required? Yes (see section V) No (Review Concluded)
 - Beneficial Effect on Floodplain Occupancy/Values (Review Concluded).
 - Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment
 - 8 Step Process Complete - documentation on file
 Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: Project location in Zone C, per FIRM map No. 1202730002B Effective June 4,1980
 Correspondence/Consultation/References:



B. E.O. 11990 - Wetlands

- No Effects on Wetland(s) and project located outside Wetland(s) - (Review Concluded)
 - Located in Wetland or effects Wetland(s)
 - Beneficial Effect on Wetland - (Review Concluded)
 - Possible adverse effect associated with constructing in or near wetland
 - Review completed as part of floodplain review
 - 8 Step Process Complete - documentation on file
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments: Per review of USFWS wetlands inventory mapper; accessed 06/05/2012.
 Correspondence/Consultation/References:

C. E.O. 12898 - Environmental Justice For Low Income and Minority Populations

- No Low income or minority population in, near or affected by the project - (Review Concluded)
 - Low income or minority population in or near project area
 - No disproportionately high and adverse impact on low income or minority population- (Review Concluded)
 - Disproportionately high or adverse effects on low income or minority population
- Are project conditions required? YES (see section V) NO (Review Concluded)

Comments:
 Correspondence/Consultation/References:

III. Other Environmental Issues

Identify other potential environmental concerns in the comment box not clearly falling under a law or executive order (see environmental concerns scoping checklist for guidance).

Comments:
 Correspondence/Consultation/References:

IV. Extraordinary Circumstances

Based on the review of compliance with other environmental laws and Executive Orders, and in consideration of other environmental factors, review the project for extraordinary circumstances.

* A "Yes" under any circumstance may require an Environmental Assessment (EA) with the exception of (ii) which should be applied in conjunction with controversy on an environmental issue. If the circumstance can be mitigated, please explain in comments. If no, leave blank.

- Yes
- (i) Greater scope or size than normally experienced for a particular category of action
 - (ii) Actions with a high level of public controversy
 - (iii) Potential for degradation, even though slight, of already existing poor environmental conditions;
 - (iv) Employment of unproven technology with potential adverse effects or actions involving unique or unknown environmental risks;
 - (v) Presence of endangered or threatened species or their critical habitat, or archaeological, cultural, historical or other protected resources;
 - (vi) Presence of hazardous or toxic substances at levels which exceed Federal, state or local regulations or standards requiring action or attention;
 - (vii) Actions with the potential to affect special status areas adversely or other critical resources such as wetlands, coastal zones, wildlife refuge and wilderness areas, wild and scenic rivers, sole or principal drinking water aquifers;
 - (viii) Potential for adverse effects on health or safety; and



- (ix) Potential to violate a federal, state, local or tribal law or requirement imposed for the protection of the environment.
- (x) Potential for significant cumulative impact when the proposed action is combined with other past, present and reasonably foreseeable future actions, even though the impacts of the proposed action may not be significant by themselves.

Comments:

V. Environmental Review Project Conditions

General comments: N/A

Project Conditions:

1. NHPA:
 - a. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with *Florida Statutes, Section 872.05*.
 - b. Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
2. CZMA:
 - a. A copy of the NPR or an ERP (and verification of permit compliance) from the WMD will required at project closeout.
3. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
4. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
5. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Monitoring Requirements: N/A



U.S. Department of Homeland Security
 FEMA Region IV
 3003 Chamblee Tucker Road
 Atlanta, GA 30341



FEMA

April 17, 2014

Mr. Bryan W. Koon, Director
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100

Attention: Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) Project #1840-6-R, Putnam County, City of Palatka, St. Johns Avenue Drainage Improvements – Budget Increase & Period of Performance (POP) Extension

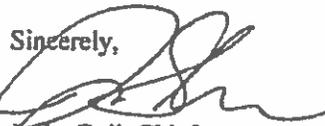
Dear Mr. Koon:

This is in response to your April 11, 2014, request for approval of a budget increase and the extension of the POP for the above referenced project. According to the submitted documentation, the subgrantee complied with the competitive bid process and the bids received exceeded the approved budget. The project as proposed remains cost-effective; therefore, the request is hereby approved. The approved project budget has been adjusted as noted in the table below:

	Project Costs	Federal Share	Non-Fed Share
Costs Approved 10/4/2012	\$326,845	\$245,134	\$81,711
Current Approval	\$93,064	\$69,798	\$23,266
Total	\$419,909	\$314,932	\$104,977

The POP for this project is extended for seven months, per your request, to April 30, 2015. All activities specified in the scope of work should be completed no later than this date. In accordance with HMGP rules and policies, we will require the submittal of all closeout documentation within 90 days, no later than July 29, 2015.

The obligation report is included for your records. The obligated funds are available for withdrawal from Smartlink on sub-account number 1840DRFLP00000005. If you have any questions, please contact Gabriela Vigo of my staff at (229) 225-4546.

Sincerely,


Jacky Bell, Chief
 Hazard Mitigation Assistance Branch
 Mitigation Division

Enclosure



FEDERAL EMERGENCY MANAGEMENT AGENCY
 HAZARD MITIGATION GRANTS PROGRAM
 Obligation Report w/ Signatures

HMGP-08-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1840	6-R	2	26	3	25	FL	Statewide

Subgrantee: Palatka

Project Title : Putnam County, City of Palatka, St. Johns Avenue, Drainage Improvements

Subgrantee FIPS Code: 107-53875

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$314,932	\$314,932	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$69,798	\$0	\$0	\$69,798	04/17/2014	Accept	2014

Comments

Date: 04/17/2014 User Id: DBURKETT

Comment: 1840-0006-R Apicn: 26 Amendment 2 Action 3 approved for funding as submitted HMO

Date: 04/17/2014 User Id: GVIGO

Comment: Per FDEM April 11, 2014, request for approval of a budget increase and the extension of the POP for 1840-6-R. According to the submitted documentation, the subgrantee complied with the competitive bid process and the bids received exceeded the approved budget. The project as proposed remains cost-effective; therefore, the request is approved by HMO.

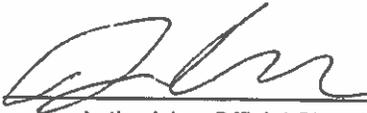
Authorization

Preparer Name: GABRIELA VIGO

Preparation Date: 04/17/2014

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 04/17/2014



 Authorizing Official Signature

HMA Branch

 Authorizing Official Title

4-18-14

 Authorization Date

 Authorizing Official Signature

 Authorizing Official Title

 Authorization Date



Agenda Item

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-73 Awarding the bid to Hager Construction Company in the amount of \$356,908.50 for FEMA 1840-06R St. Johns Avenue & 15th Street drainage improvements project

SUMMARY:

The City of Palatka issued an Invitation to Bid for FEMA 1840-06R St. Johns Avenue and 15th Street drainage improvements. On March 6, 2014 at 3:00 pm seven (7) sealed competitive bids were received and the low bid was \$356,908.50 from Hager Construction Company. This project is funded through a FEMA Hazard Mitigation Grant (75% Federal /25% City cost share).

RECOMMENDED ACTION:

Adopt the resolution awarding the bid to Hager Construction Company in the amount of \$356,908.50 for the St. Johns Avenue and 15th Street drainage improvements project.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Award Resolution	Resolution
<input type="checkbox"/> Bid Tabulation and Low Bid	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	4/30/2014 - 7:22 PM
City Clerk	Driggers, Betsy	Approved	4/30/2014 - 7:23 PM



RESOLUTION No. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING A BID TO HAGER CONSTRUCTION COMPANY IN
THE AMOUNT OF \$356,908.50 FOR THE ST. JOHNS AVENUE AND
15TH STREET DRAINAGE IMPROVEMENTS PROJECT**

WHEREAS, on October 14, 2010 the City of Palatka (the City) entered into and agreement with the State of Florida Division of Emergency Management for drainage improvements along St. Johns Avenue from the intersection of 18th Street to 16th Street then South along 16th Street to Oak Street and then East along Oak Street to the intersection of 15th Street (the **Project**); and

WHEREAS, on January 13, 2014 the City of Palatka (the City) advertised a request for bids for the **Project**, and on 3/6/2014 the City received and opened bids for said Project, with the apparent lowest and best bid response being from Hager Construction Company in the amount of \$356,908.50; and

WHEREAS, the City deems it reasonable and necessary to enter into a construction agreement with Hager Construction Company 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 FEMA Grant #1840-06-R St. Johns Avenue and 15th Street drainage improvements project to Hager Construction Company in the amount of \$356,908.50;.
2. That the City Manager and City Clerk are hereby authorized to execute and attest the Hager Construction Company Construction Agreement in an amount not to exceed \$356,908.50 for said St. Johns Avenue and 15th Street drainage improvements;
3. 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 8th day of May, 2014.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK



Date March 6, 2013

City of Palatka

Project ITB14-003 St. Johns Ave Drainage Impr

Opened by: Vicki Young

Department J. Griffith - Projects - HMPG FEMA Grant

Read by: Betsy Driggers & David Kemp

David Kemp, Ayres Assoc.

Bidder name	Addendum?	Base Bid Amount	Alternate
1. Bosch & Smith Curd Thompson St Augustine	2 ✓	\$ 498,136. ⁵⁰	\$
2. Callaway Contracting Inc - Jacksonville	✓	\$ 745,531. ⁰¹	\$
3. Subline Construction Falm Coast	✓	\$ 445,649. ⁵⁵	\$
4. Commercial Incl. Group Riddick	✓	\$ 364,843. ⁸⁰	\$
5. JC Coxwell Cont. Inc Jacksonville	✓	\$ 539,168. ⁶⁵	\$
6. Huber Construction Co. Jacksonville	✓	\$ 356,908. ⁵⁰	\$
7. Art Walker Const. Inc Lowell	✓	\$ 363,784. ⁰⁰	\$

Witnesses:

Jay Smith
JK Cosmen

James T. Fisher
ART Walker Const

Gaffin



Hager Construction Company
 2037 Gilmore Street
 Jacksonville, FL 32204
 T:904.356.0908
 F:904.356.0509

SECTION 0

BID FOR

PROJECT IDENTIFICATION: CITY OF PALATKA
 ST. JOHNS AVENUE DRAINAGE IMPROVEMENTS
 ITB 14-003

BID DEADLINE: February 27, 2014 at 3:00 p.m.

THIS BID IS SUBMITTED TO: City of Palatka
 201 North 2nd Street
 Palatka, Florida 32177

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>14 FEB 14</u>
<u>2</u>	<u>04 MAR 14</u>
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific

00 41 15-1



ADDENDUM #1

City of Palatka

201 North 2nd Street
Palatka, Florida 32177
Tel (386) 329-0100

St. Johns Avenue Drainage Improvements (ITB 14-003)

ISSUE DATE: February 14, 2010

ENGINEER: Ayres Associates Inc.

SUBJECT: City of Palatka
St. Johns Avenue Drainage Improvements
ITB 14-003

INTENT: This addendum is issued prior to the date bids are due to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to include the work of this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

This addendum shall become part of the contract documents from this point forward. Bidders are reminded that this addendum must be noted on the first sheet of the "Bid Form" when they submit their bid. In an effort to ensure all bidders receive this addendum, please send a signed acknowledgment copy of this addendum with your Bid Form.

ITEM #1

The bid deadline for the referenced project has been extended until March 6, 2014 at 3:00 p.m.

ITEM #2

Specification Section 00 41 15 BID FORM WITH ATTACHMENTS. Bid Item No 25 quantity was adjusted. Bid Item No. 13 quantity was adjusted for the utility conflict structures added on Sheet 8

ITEM #3

Plan Sheet No. 5-9 utility pipe sizes were added to the plans.

ITEM #4

Plan Sheet No. 7 information for drainage structures on this has been revised.

ITEM #5

Note 1 under the CASE "B" CROSSING detail was revised.



Questions and Answers

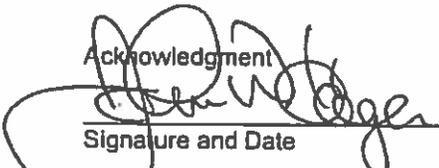
Q1. In the Instructions to Bidders, Article 5 states that there will be a Pre-Bid Conference but I cannot find any time and date for it.

A1. A Pre-Bid Conference will NOT be held for this project.

Q2. What size pipe diameters for each of the 31 Utility Conflicts.

A2. Pipe sizes for existing utilities have been added to the plans.

Acknowledgment


Signature and Date

06 MAR 14

John W. Hager President

Printed Name / Title

Hager Construction Company

Company Name

End of Addendum Number One



ADDENDUM #2

City of Palatka

201 North 2nd Street
Palatka, Florida 32177
Tel (386) 329-0100

St. Johns Avenue Drainage Improvements (ITB 14-003)

ISSUE DATE: March 4, 2014

ENGINEER: Ayres Associates Inc.

SUBJECT: City of Palatka
St. Johns Avenue Drainage Improvements
ITB 14-003

INTENT: This addendum is issued prior to the date bids are due to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to include the work of this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

This addendum shall become part of the contract documents from this point forward. Bidders are reminded that this addendum must be noted on the first sheet of the "Bid Form" when they submit their bid. In an effort to ensure all bidders receive this addendum, please send a signed acknowledgment copy of this addendum with your Bid Form.

ITEM #1

Specification Section 00 73 75 has been added. This Specification Section incorporates by reference the terms and conditions of the Federally Funded Subgrant Agreement between the State of Florida, Division of Emergency Management and the City of Palatka. A copy of the Subgrant Agreement is included as Appendix A.

ITEM #2

Specification Section 31 23 00 Excavation and Embankment Part 1.02 A has been revised to read Putnam County.

ITEM #3

Addendum #1 Item #2 stated that the quantity was adjusted for Bid Item No. 13, however only the description for Bid Item No. 14 was revised.



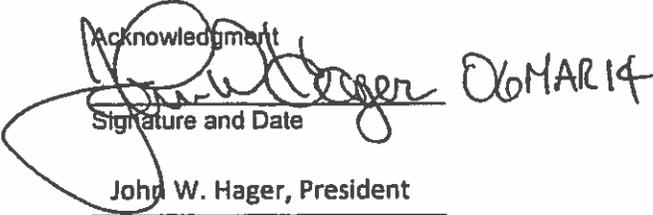
Questions and Answers

Q1. Sheet 8 of Addendum #1 depicts clay pipe running through the conflict boxes. The pipe is extremely brittle and will require replacement. We request direction in regard to MOT (detours) for the duration of installation and sanitary flows in order to estimate bypass pumping.

A1. Detours are acceptable and shall be coordinated with the City of Palatka and the Engineer. For any proposed detour the road(s) must be opened up to traffic at the end of each day. Utility conflict structures will be constructed in accordance with FDOT Design Standards Index 307 Sheet 2 of 3. The flows through the sanitary sewer are unknown.

THE BID DEADLINE REMAINS March 6, 2014 at 3:00 pm

Acknowledgment


Signature and Date

John W. Hager, President

Printed Name / Title

Hager Construction Company

Company Name

End of Addendum Number Two



means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	44,000.00	44,000.00
2	Site Preparation	1	LS	25,000.00	25,000.00
3	As-Built Drawings	1	LS	6000.00	6000.00
4	Maintenance of Traffic	1	LS	12,500.00	12,500.00
5	Erosion Control & Pollution Abatement	1	LS	6000.00	6000.00
6	Regular Excavation	3,722	CY	7.50	27,915.00
7	Embankment	1,117	CY	10.50	11,728.50
8	8" Type B Stabilization	400	SY	3.50	1400.00
9	8" Lime Rock Base	400	SY	12.00	4800.00
10	Asphaltic Concrete Type S-1 (1 1/2")	400	SY	16.50	6600.00
11	Inlet, Curb Type 9 (<10')	17	EA	3000.00	51,000.00
12	Inlet, Gutter Type V (<10')	2	EA	3500.00	7000.00
13	Manhole Type P-7 (<10')	3	EA	3450.00	10,350.00
14	Utility Conflict Structure	3	EA	4500.00	13,500.00
15	Pipe Culvert Concrete (18" SS)	606	LF	33.00	19,998.00
16	Pipe Culvert Concrete (24" SS)	552	LF	50.00	27,600.00
17	Pipe Culvert Concrete (Elliptical) (24"X38" CD)	54	LF	72.00	3888.00

00 41 15-2



18	Pipe Culvert HDPE (30")	338	LF	40.00	13,520.00
19	Underdrain	100	LF	23.50	2350.00
20	Curb & Gutter Conc (FDOT Type D)	600	LF	14.00	8400.00
21	Curb & Gutter Conc. (Valley Gutter)	210	LF	18.50	3885.00
22	Concrete Sidewalk (4")	230	SY	36.00	8280.00
23	Concrete Driveway (6")	294	SY	40.00	11,760.00
24	Sodding	2,978	SY	3.00	8934.00
25	Utility Adjustment	31	EA	500.00	15,500.00
26	Utility Allowance	1	LS	\$5,000	\$5,000

TOTAL BID AMOUNT (ITEMS 1-26) \$ 356,908.50
(Figures)
THREE HUNDRED FIFTY SIX THOUSAND NINE HUNDRED EIGHT AND 50/100
(Use Words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment of all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check of Bid Bond
- B. Tabulation of Subcontractors & Suppliers
- C. Bidder's Qualification Statement
- D. Florida Trench Safety Act Certification
- E. Public Entity Crimes Statement
- F. Statement of Disputes, Litigation & Surety Completion
- G. Noncollusion Affidavit
- H. Drug-Free Workplace Certificate

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on 06th March, 2014.

State Contractor License No. GCG054043

00 41 15-3

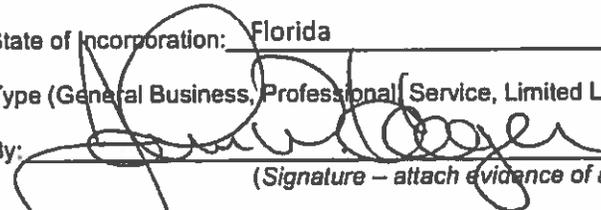


A Corporation

Corporation Name: Hager Construction Company (SEAL)

State of Incorporation: Florida

Type (General Business, Professional Service, Limited Liability): Professional

By: 
(Signature – attach evidence of authority to sign)

Name (typed or printed): John W. Hager

Title: President (CORPORATE SEAL)

Attest:  Office Manager
(Signature of Corporate Secretary)

Business address: 2037 Gilmore Street Jacksonville, FL 32204

Phone No.: 904.356.0908 Fax No.: 904.356.0509

Date of Qualification to do business is 12/20/1999

00 41 15-5



Hager Construction Company

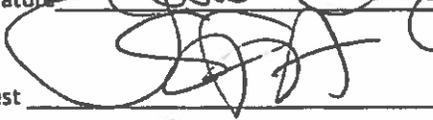
Utility • Industrial • Commercial

CGC054043 / CUC056931 / CMC1249253

Authority to Execute/ sign any documents for Hager Construction Company

John W. Hager is owner and President of Hager Construction Company and has full authority to execute all documents.

Signature  Date 06 MAR 14 Print Name John W. Hager

Attest  Date 3/6/14 Print Name Stephanie F. Ayers

Seal

2037 Gilmore Street • Jacksonville, FL 32204 • Telephone 904/356-0908 • Facsimile 904/356-0509
info@hagerconstructioncompany.com



(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

00 41 15-7



BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Hager Construction Company
2037 Gilmore Street
Jacksonville, FL 32204

SURETY (Name and Address of Principal Place of Business):

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER (Name and Address):

City of Palatka
201 North 2nd Street
Palatka, FL 32177

BID

Bid Due Date: March 6, 2014
Project (Brief Description Including Location):
St. Johns Avenue Drainage Improvements ITB 14-003
Palatka, FL

BOND

Bond Number: N/A
Date (Not later than Bid due date): March 6, 2014
Penal Sum: not to exceed 5% of total amount bid (Words) N/A (Figures)

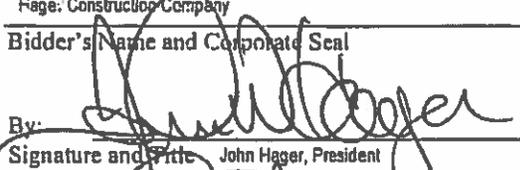
Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

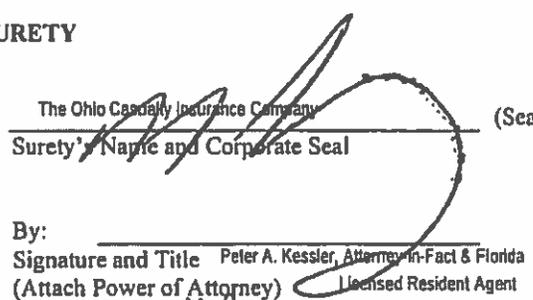
BIDDER

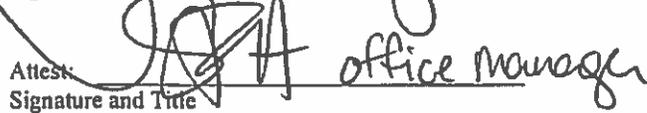
SURETY

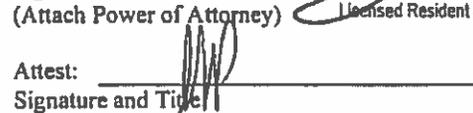
Hager Construction Company (Seal)
Bidder's Name and Corporate Seal

The Ohio Casualty Insurance Company (Seal)
Surety's Name and Corporate Seal

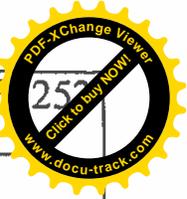
By: 
Signature and Title John Hager, President

By: 
Signature and Title Peter A. Kessler, Attorney-in-Fact & Florida Licensed Resident Agent
(Attach Power of Attorney)

Attest: 
Signature and Title office manager

Attest: 
Signature and Title

Note: Above addresses are to be used for giving required notice.



POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

52

257

Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, PETER A. KESSLER, _____

all of the city of JACKSONVILLE, state of FLORIDA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of March, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 9th day of March, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

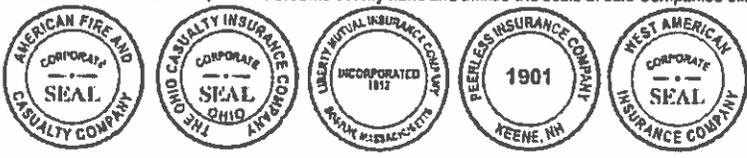
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2014.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state

in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

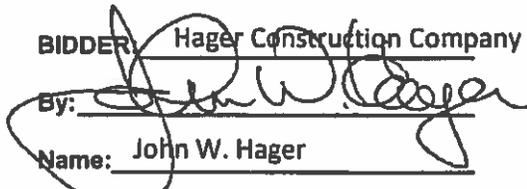


SECTION 00 43 35

TABULATION OF SUBCONTRACTORS & SUPPLIERS

The undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
1. <u>NORTH FL. ROAD BUILDERS INC.</u> <u>MACCLENNY FL. LICENSE # CUC1225118</u>	<u>UNDER GROUND PIPE AND GRADING</u>
2. <u>CURB SYSTEMS</u> <u>ST JOHNS COUNTY</u>	<u>CONCRETE SIDEWALKS AND DRIVEWAYS</u>
3. <u>KUDZUE 3 TRUCKING AND PAVING</u> <u>ST MARYS GA.</u>	<u>PAVING CROSSING</u>
4. <u>HANSON PRECAST</u> <u>GREEN COVE SPRINGS</u>	<u>PRECAST STRUCTURES</u>
5. <u>RINKER MATERAILS</u> <u>DUVAL COUNTY</u>	<u>RCP PIPING</u>
6. <u>FORTILINE WATERWORKS</u>	<u>HDPE PIPING</u>
7. <u>KCE</u> <u>GLEN ST MARYS FL.</u>	<u>SODDING</u>

BIDDER: Hager Construction Company
 By: 
 Name: John W. Hager
 Title: President
 Date: 06 FEB 14

00 43 35-1



SECTION 00 45 13

STATEMENT OF BIDDER'S QUALIFICATIONS

To: City of Palatka Project: St. Johns Avenue Drainage Improvements

Date: 06 FEB 14

The following experience record, as of date shown, shall be submitted to the Owner with the Bid Form. All questions shall be answered fully. Bidders who have qualified to bid on other projects for this Owner within the last 12 months need not resubmit this form unless specifically requested by the Owner. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: Hager Construction Company

Business Address: 2037 Gilmore Street

Jacksonville, FL 32204
City State Zip Code

1. Number of years in business as a Contractor under the present:
Business Name 15
As Principal Contractor 15 As a Sub-Contractor 15
2. Class of work you are equipped to perform: General Contracting, Underground Utilities, Excavation
3. Class of work you usually sublet: Paving
4. Have any members of your concern ever operated under any other business name?
No. If so, give details: _____
5. Have you ever failed to qualify as a responsible bidder? No If so, give details: _____
6. Have you ever refused to enter into a contract after the award is made to you?
No. If so, give details: _____
7. Have you ever failed to complete any work? No. If so, give details: _____
8. Has any surety or financial institution ever experienced loss on your concern?
No. If so, give details: _____



9. Give name and address of Owner, type of work, and the contract amount of at least three projects completed in the last three years:

	(1)	(2)	(3)
Name:	East Area Drainage	Storm Water Build-out Ponds A & C	Lake Fretwell Expansion 1
Address:	Fernandina Beach Municipal Airport	MCSF-Bi Command, Jacksonville, FL	13450 Lake Fretwell Street Jacksonville, FL
Type of Work:	Drainage	Drainage	Drainage
Contract Amt:	\$ 624,000	\$ 3,394,000	\$ 1,100,000

10. Give name and address of Owner, type of work, and contract amount of projects now in process of construction:

	Name	Address	Type of Work	Contract Amount
A.	CDBG 12 NR Well & Water Improvements	City of Waldo, FL	Water Treatment Facility	\$ 514,269.13
B.	_____	_____	_____	\$ _____
C.	_____	_____	_____	\$ _____
D.	_____	_____	_____	\$ _____
E.	_____	_____	_____	\$ _____

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

See attached

12. Give construction experience of principal individuals of your organization:

	Name	Position	Years of Experience	Size and Type of Work
A.	John W. Hager	President	30	All Divisions of Construction
B.	_____	_____	_____	See attached completed projects with
C.	_____	_____	_____	References
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____

13. Are there any judgments, suits, or claims pending against you? No If so, give details:

14. Does your organization operate as a corporation, partnership, or individual? S Corporation



Hager Construction Company

Completed Projects

LICENSES

State of Florida CGC 05404, CUC 056931, CMC 1249253, CCC1329170
State of Georgia GCI301967, UM102338, UC301967

EXPERIENCE

Hager Construction Company –2037 Gilmore Street Jacksonville, Florida 32204

A Commercial, Industrial, and Utility Construction Company. Specializing in Utility Public Work, Mechanical and Industrial Construction. Commercial Construction includes New Construction, Tenant Build-Out, and Additions/Renovations.

Project Name: Parkwood Cross Drain Contract No. 2012/13-186
Owner Clay County Board of Commissioners
Contact: Stephen E. Koterak Title; Construction Project Manager
Office (904) 269-6301 Cell (904) 6279138
Email: stephen.koterak@claycountygov.com
Date of Completion 1/22/14

Project Name: Centennial Townhomes West site Improvements
Site Address 1219 Broad street Jacksonville, FL 32202
Project Number: C13-019
Owner: Jacksonville Housing Authority
Contact: Tim Whithurst
Email: twhitehurst@JAXHA.org
Title: Construction Project Manager

Project Name: Replace Fire Suppression & Alarm, Building 149
Owner: Department of Air Force, Robins Air Force Base
Contact: SSgt. Jenkins, 478-327-9886 Email
Contract Amount: \$ 465,000
Date of Completion: 08/13

Project Name: Plumbing Construction Repair and Connection for Relocatable Classrooms
Owner: School District of Clay County
Contact: Nancy G. Racine, 904 529-2604 nracine@oneclay.net
Contract Amount: \$ TBD
Date of Completion: 04/14

Project Name: Springfield Confederate Park, Phase III
949 Hubbard St.—32206
Owner: City of Jacksonville
Contact: Ron Stine, 904-255-8734 rstine@coj.net
Contract Amount: \$ 335,000
Date of Completion: 12/12

Project Name: Parking Lot Overlay with Crushcrete
Owner: Navy Facility Engineering
Contact: Mike Howard, 904-813-1387
Contract Amount: \$ 30,000
Date of Completion: 10/12



 **Hager
Construction Company**

Project Name: JEA Removal of Pilings in the St Johns River
Owner: Navy Facility Engineering
Contact: Brian Price, 904-270-3207 brian.m.price1@navy.mil
Contract Amount: \$ 10,000
Date of Completion: 04/12

Project Name: Mayport Oasis
Owner: Navy Facility Engineering
Contact: Brian Price, 904-270-3207 brian.m.price1@navy.mil
Contract Amount: \$ 10,000
Date of Completion: 05/12

Project Name: Fleming Island Elementary School Patio Concrete Slab
Owner: Navy Facility Engineering
Contact: Brian Price, 904-270-3207 brian.m.price1@navy.mil
Contract Amount: \$ 4,000
Date of Completion: 04/12

Project Name: Merritt Pump Station, Controls and Instrumentation
Owner: USACE
Contact: Willie Dobes, 904-535-6243 belias@hpepper.com
Contract Amount: \$ 965,968.02
Date of Completion: 11/12

Project Name: Merritt Pump Station, Rip Rap Installation
Owner: USACE
Contact: Willie Dobes, 904-535-243 belias@hpepper.com
Contract Amount: \$ 789,250.65
Date of Completion: 11/12

Project Name: Sanitary Sewer Repair, Pier C-1
Owner: Navy Facility Engineering
Contact: Brian Price, 904-270-3207 brian.m.price1@navy.mil
Contract Amount: \$ 36,000
Date of Completion: 11/11

Project Name: Lake Fretwell Expansion Phase I
Owner: City of Jacksonville,
Contact: Duane Kent, 904-642-8990 kent@etminc.com
Contract Amount: \$ 1,100,000
Date of Completion: 02/12

Project Name: Canaveral National Seashore, Playalinda Beach Road
Owner: Federal Highway Administration
Contact: David Carney, 904-237-0137 davidcarney@dot.gov
Contract Amount: \$ 1,600,000
Date of Completion: 01/12

Project Name: Storm Water Build-out, Ponds C & A
Owner: Navy Facility Engineering
Contact: Peggy Northrop, 904-509.1623 peggy.northrop@navy.mil
Contract Amount: \$ 3,394,000
Date of Completion: 05/11



 **Hager
Construction Company**

Project Name: Basic Ordering Agreements (BOA)
Owner: Navy Facility Engineering
Contact: Patricia Livingstone, 904-270-3207 patricia.livingstone@navy.mil
Contract Amount: \$ 3,500,000
Date of Completion: 10/11

Project Name: Clara White Mission, Janitorial & Environmental Class Room
Owner: Clara White Mission
Contact: JuCoby Pittman-Peele, 904-354-4162 jpittman@clarawhitemission.org
Contract Amount: \$ 94,000
Date of Completion: 08/10

Project Name: Lakeside Junior High School
Owner: Clay County School District
Contact: Mike Griffin 904 591 1559
Contract Amount: 155,000
Date of Completion: 08/10

Project Name: North Florida Evaluation & Treatment Center
Owner: Department of Children & Family Services
Contact: Dave Capos 352 375 8484 david_capos@dcf.state.us
Contract Amount: 480,000
Date of Completion: 09/10

Project Name: East Area Drainage
Owner: Fernandina Beach Regional Airport
Contact: Passero Associates David Harris 904-757-6160 dharris@passero.com
Contract Amount: \$ 624,000
Date of Completion: 10/10

Project Name: Ecosystem Park
Owner: St Johns County Parks and Recreation
Contact: Mike Rubin, 904-209-0190 confm@sjcfl.us
Contract Amount: \$ 552,000
Date of Completion: 06/09

Project Name: West Core HVAC Renovations
Owner: St. Johns County Department of Health & Human Services
Contact: Gene Burns, 904-209-0400
Contract Amount: \$140,000
Date of Completion: 07/08

Project Name: Kitchen Re-piping Building 11
Owner: Department of Children and Family Services
Contact: Chuck Jerris, Engineer III 904-259-6211 Charles_Jerris@DCF.state.fl.us
Contract Amount: \$736,100
Date of Completion: 07/08

Project Name: McGirts Creek Park Regional Storm Water Facility
Owner: City of Jacksonville
Contact: Sam Oskcular, PE 904-707-4527
Contract Amount: \$2,100,000
Date of Completion: 10/08



Hager Construction Company

Project Name: Southeast Regional Park
Owner: City of Jacksonville
Contact: Thomas Mcknight, 904-255-8742 Mcknight@coj.net
Contract Amount: \$4,600,000
Date of Completion: 08/08

Project Name: St. Johns County General Construction Services
Owner: Clay County BOCC
Contact: Charme Blackley, 904-209-0158
Contract Amount: \$250,000.00
Date of Completion: 07/08

Project Name: Clay County Underdrain, Concrete & Contract Services
Owner: Clay County BOCC
Contact: Joe Thompson, 904-278-3632
Contract Amount : \$250,000.00
Contract Completion June 2008

Project Name: Village Walk at Palencia
Owner: Village Square at Palencia, LLC
Contact: Jonathan Garza, 904-281-7718
Contract Amount: \$280,000
Date of Completion: 05/07

Project Name: Equestrian Center of Jacksonville Phase II
Owner: City of Jacksonville
Contact: Tom Heal IPE, 904-255-8716 Theal@coj.net
Contract Amount: \$2,180,000
Date of Completion: 05/07

Project Name: 9A/Baymeadows Regional Park
Owner: City of Jacksonville
Contact: Paul Masters, 904-255-8717 (retired) Theal@coj.net
Contract Amount: \$4,200,000
Date of Completion: 08/07

Project Name: Scattered Sites, HVAC Installation
Owner: Jacksonville Housing Authority
Contact: Richard Marks
Contract Amount: \$101,800
Date of Completion: 01/07



The undersigned hereby declares and certifies that the foregoing is a true statement of the experience and condition of the organization, therein first given and that any agency or individual herein named authorized to supply any information as may be deemed necessary to verify this statement.

Signed *John W. Hager*

Title John W. Hager

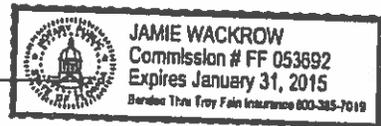
Subscribed and sworn to before me this 06th

day of March, 20 14

Jamie Wackrow Notary
Public

Duval County,
Florida

My Commission expires 1/31/15



00 45 13-4



SECTION 00 45 19

NONCOLLUSION AFFIDAVIT

TO: The City of Palatka, herein called the "Owner."

Pursuant to bidding requirements for the work titled "St. Johns Drainage Improvements"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Duval

John W. Hager, being first duly sworn, deposes, and says that:

A. He is President (officer's title) of Hager Construction Company (company name), the Bidder that has submitted the attached bid;

B. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the HCC or any person interested in the proposed contract; and

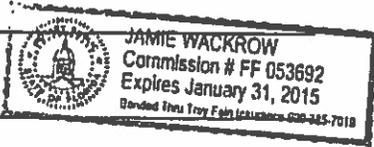
E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Handwritten Signature]

Subscribed and sworn to before me this 06 day of FEB, 2014.

Jamie Wackrow
Notary Public

1/31/15
My commission expires





SECTION 00 45 20

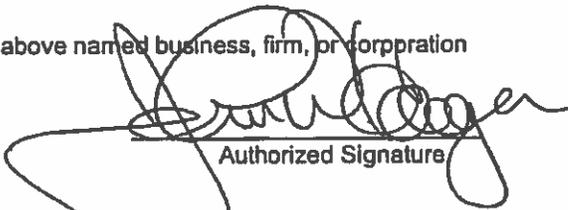
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

Hager Construction Company (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later that five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of a drug free work place program.

"As a person authorized to sign a statement, I certify that the above named business, firm, or corporation complies fully with the requirements set forth herein."



 Authorized Signature
 06 FEB 14

 Date Signed

State of: FL

County of: Duval

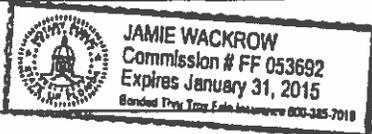
Sworn to and subscribed before me this 06th day of March, 20014.

Personally known or Produced Identification _____
(Specify type of Identification)

Jamie Wackrow
Jamie Wackrow
Notary Public

1/31/15

My commission expires



00 45 20-1



SECTION 00 45 30

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Duval

Before me, the undersigned authority, personally appeared John W. Hager, who
being by me first duly sworn, made the following statement:

1. The business address of Hager Construction Company
is 2037 Gilmore Street Jacksonville, FL 32204
(firm name of Bidder/Contractor)

2. My relationship to Hager Construction Company
is President
(firm name of Bidder/Contractor)
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida
Statutes includes a violation of any state or federal law by a person with respect to and directly related to
the transaction of business with any public entity in Florida or with an agency or political subdivision of
any other state or with the United States, including, but not limited to, any bid or contract for goods or
services to be provided to any public entity or such an agency or political subdivision and involving
antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of
guilt or a conviction of a public entity crime, with or without adjudication or guilt, in any federal or state trial
of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury
verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or
successor of a person or a corporation convicted of a public entity crime; or (2) an entity under control of
any natural person with is active in management of the entity and who has been convicted of a public
entity crime; (3) those officers, directors, executives, partners, shareholders, employees, members, and
agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly
entered into a joint venture with a person who has been convicted of a public entity crime in Florida
during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder,
employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of
the Bidder/Contractor, has been convicted of a public entity crime subsequent to July 1, 1989.

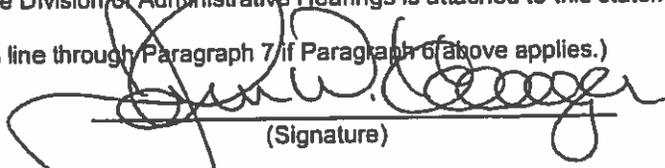
(Draw a line through Paragraph 6 if Paragraph 7 below applies)



7. ~~There has been a conviction of a public entity crime by Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest of the name of the convicted person or affiliate to appear on the convicted vendor list.~~
 The name of the convicted person or affiliate is _____.

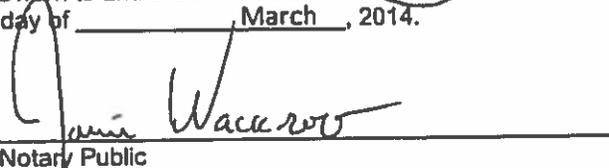
A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)



 (Signature)

Sworn to and subscribed before me in the State and County first mentioned above on the 06 day of March, 2014.



 Notary Public

(affix seal)

1/31/15
 My commission expires _____



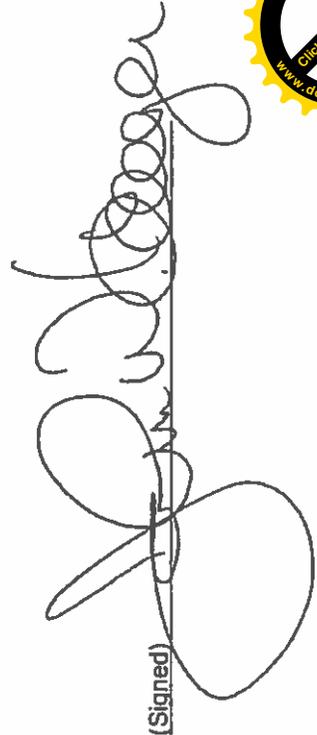


SECTION 00 45 35

**BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS**

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

NA

(Signed) 

00 45 35-1



SECTION 00 45 55

FLORIDA TRENCH SAFETY ACT CERTIFICATION

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) as modified October 1, 200. The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>1000.00</u>
2. Special Shoring	\$ <u>2500.00</u>

Identify method of compliance for Item #1: Trench Box

Identify or attach a copy of Special Shoring requirements for Item #2: Plywood

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: Hager Construction Company

By: [Signature]

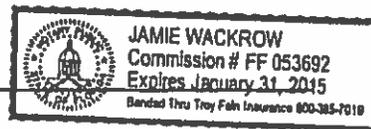
Name: John W. Hager

Title: President

Sworn to and subscribed before me this 06th day of March, 20014.

[Signature]
Notary Public

My Commission Expires: 1/31/2015





Agenda Item

4



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE extending the City of Palatka 2008 Economic Recovery and Incentive Program extending the moratorium on the collection of Parks & Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees through December 31, 2015 - 1st Reading

SUMMARY:

On April 24 the City Commission held a workshop facilitated by Thad Crowe, Planning Director, concerning the possible reinstatement of the collection of certain Impact Fees. The collection of these fees, adopted in 2007, was suspended in 2008 when the Commission adopted Ordinance No. 08-20 on 12/18/08 entitled The City of Palatka 2008 Economic Recovery and Incentive Program, which suspended the collection of Fire, Police, Parks and Roads/Transportation impact fees for two years. The suspension was extended twice, once in 2011 and again beginning January 1, 2014 for a period of five months in order to give Staff time to research its recommendation to amend the fees and recommence collection of amended impact fees, with the exception of Road Impact Fees, beginning June 1, 2014.

At the April 24 workshop the Commission unanimously expressed its desire to continue the moratorium on the collection of all impact fees excepting Water & Sewer impact fees for at least one more year. In order to do this, the Commission must adopt an ordinance continuing the suspension. Otherwise, the fees will automatically go back into affect on June 1, 2014. Before the City can legally begin collecting these fees again, it must advertise its intention to do so 90 days prior to the reinstatement. No such advertisement has been made.

Following this Summary is an ordinance extending the moratorium on the collection of certain impact fees through December 31, 2015.

RECOMMENDED ACTION:

Pass on first reading an ordinance extending the City of Palatka 2008 Economic Recovery and Incentive Program extending the moratorium on the collection of Parks & Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees through December 31, 2015.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Ordinance extending Moratorium on Impact Fee collection</u>	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	4/30/2014 - 12:03 PM
City Clerk	Driggers, Betsy	Approved	4/30/2014 - 12:03 PM
City Manager	Czymbor, Michael	Approved	4/30/2014 - 12:22 PM



This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, FL 32177

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CITY OF PALATKA ORDINANCE NO. 08-20, THE CITY OF PALATKA 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM; PROVIDING FOR AN EXTENSION OF THE SUSPENSION OF COLLECTION OF THE CITY'S PARKS AND RECREATION FACILITIES IMPACT FEES, FIRE RESCUE IMPACT FEES, ROAD IMPACT FEES AND LAW ENFORCEMENT IMPACT FEES FOR A PERIOD NOT TO EXCEED TWO YEARS; PROVIDING FOR PERIODIC REPORTS TO THE CITY COMMISSION ON THE STATUS OF THE ECONOMY AND LOCAL BUILDING INDUSTRY DURING THE SUSPENSION PERIOD; REQUIRING REVIEW OF THE IMPACT FEE STUDIES; PROVIDING FOR NOTICE OF IMPACT FEE RATES UPON EXPIRATION OF THE SUSPENSION PERIOD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 17, 2007 the City Commission enacted Ordinance No. 07-23, the City of Palatka Comprehensive Impact Fee Ordinance (Ordinance No. 07-23 as amended herein shall be collectively referred to as the "Ordinance") imposing impact fees for Parks and Recreation Facilities, Fire Rescue, Roads, Law Enforcement, Water and Sewer Facilities within the incorporated area of the City; and

WHEREAS, the impact fees imposed pursuant to the Ordinance took effect on April 1, 2008; and

WHEREAS, the downturn in the national, state and local economy has resulted in increased foreclosures, business closings and a decline in new construction projects within the City; and

WHEREAS, on December 18, 2008 the City Commission enacted Ordinance No. 08-20, creating the City of Palatka 2008 Economic Recovery and Incentive Program providing for the suspension of impact fees for Parks and Recreation Facilities, Fire Rescue, Roads and Law Enforcement within the incorporated area of the City; and



WHEREAS, on April 14, 2011 the City Commission enacted Ordinance 11-07 extending the provisions of the Economic Recovery and Incentive Program through December 31, 2013; and

WHEREAS, on January 9, 2014 the City Commission enacted Ordinance No. 2014-01 extending the provisions of the Economic Recovery and Incentive Program through May 31, 2014 in order to provide sufficient time to research the potential reinstatement of the collection of some or all suspended impact fees; and

WHEREAS, Staff's research was presented at a Palatka City Commission workshop held on April 24, 2014, at which the Commission unanimously concurred on its desire to extend the moratorium on the collection of certain Impact Fees based upon its findings that Palatka and Putnam County continues to experience a prolonged economic recession, and that unemployment rates in Palatka and Putnam County are higher than the State and National Averages. This and other economic factors continue to impact the City's ability to grow its tax base, which is dependent upon new construction, redevelopment and increasing property values; and

WHEREAS; there are no indicators of the expected duration of the ongoing local economic downturn; and

WHEREAS, the City Commission desires to continue the 2008 Economic Recovery and Incentive Program to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

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

Section 1: Section 1.03 of Ordinance 08-20, hereinafter known as "the Ordinance," is hereby amended to include the following:

J. The 2008 economic downturn resulted in increased foreclosures, business closings and a decline in new construction projects within the City. A decline in construction projects within the City impacts all local industries that are dependent upon growth, such as construction, manufacturing and real estate. A decrease in the number of building permits issued by the City also adversely impacts the City's budget Growth of the City's tax base is dependent upon new construction, redevelopment and increasing



property values. In this economic climate the collection of Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees, as established pursuant to this Ordinance, may place the City in a non-competitive position with other local governments that have chosen not to require growth to pay its fair share of needed Capital Facilities and thus hinder efforts by the City and the community to encourage economic development opportunities within the City , to preserve and create permanent employment expansion opportunities for the City's citizens, and expand the City's tax base. Therefore the City Commission wishes to continue the 2008 Economic Recovery and Incentive Program, as created by Ordinance No. 08-20, adopted on December, 18, 2008, and extended by Ordinance 11-07 adopted April 14, 2011 through December 31, 2013, and extended again by Ordinance No. 2014-01 adopted January 9, 2014 through May 31, 2014, providing for suspension of the City's Parks and Recreation, fire rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

Section 2: Section 2.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Residential Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2015 shall not be required to pay the Parks and Recreation Facilities Impact Fees imposed by this Section pursuant to Section 8.02.

Section 3: Section 3.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Fire Rescue Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2015 shall not be required to pay the Fire Rescue Impact Fees imposed by this Section pursuant to Section 8.02.

Section 4: Section 4.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Road Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2015 shall not be required to pay the Road Impact Fees imposed by this Section and set forth in Appendix C. to the Ordinance pursuant to Section 8.02.

Section 5: Section 5.04 of the Ordinance is hereby amended to include the following paragraph:

C. All Law Enforcement Impact Construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through December 31, 2015 shall not be required to pay the Law Enforcement Impact Fees imposed by this Section pursuant to Section 8.02.



Section 6: That Section 8.02 of The Ordinance is hereby amended to read as follows:

SECTION 8.02 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM.

A. The City Commission hereby continues the 2008 Economic Recovery and Incentive Program, as created by Ordinance No. 08-20, adopted on December, 18, 2008, and extended by Ordinance No. 2011-07 adopted on April 14, 2011 and Ordinance 2014-01 adopted on January 9, 2014, to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years, commencing on January 1, 2014, in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

B. During the suspension period, the City shall not collect the Parks and Recreation Impact Fees imposed pursuant to Section 2.04 herein, the Fire Rescue Impact Fees imposed pursuant to Section 3.04 herein, the Roads Impact Fees imposed pursuant to Section 4.04 herein or the Law Enforcement Impact Fees imposed pursuant to Section 5.04 herein.

C. The provisions of this Ordinance relating to expenditure of existing Impact Fee funds and annual reporting requirements shall remain in effect during the suspension period.

D. By December 31, 2014, the City Manager shall provide a report to the Commission relating to the status of construction activity within the City since the effective date of this program. Such report shall include the number and type of permits issued, the amount of Impact Fee revenues lost as a result of the suspension, pending development projects, an overview of the national, state and local economy and impacts on the City's budget and capital improvement plans.

E. By July 1, 2015, the City Manager shall provide an additional report to the Commission, updating the data provided in the January report, providing recommendations for whether the suspension period should be extended and delineating the process for re-implementing the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees at the end of the suspension period, including possible review of the impact fee studies pursuant to Section 8.07 of the Ordinance and providing for the 90 day notice period required by section 8.10 therein.

F. Collection of the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees shall resume on January 1, 2016, provided that the notice period required by Section 8.10 has expired by such date. In the event the notice period has not expired on December 31, 2015, collection of the fees shall resume upon expiration of the ninety (90) day notice period.



Section 7. Severability. If any clause, section or provision of this Ordinance or any Impact Fee imposed pursuant to this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Ordinance or remaining Impact Fees shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 8. Codification. 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 9. Effective Date. A certified copy of this Ordinance shall be filed in the Department of State by the Clerk of the City Commission within ten (10) days after enactment by the Commission and the Ordinance shall take effect as provided by law.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 24th day of May, 2014.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Agenda Item

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE Amending Chapter 30 of the Code of Ordinances establishing regulations for vacant, blighted, unsecured or abandoned structures - 2nd Reading, Adopt

SUMMARY:

BACKGROUND:

This ordinance was passed on first reading on April 24, 2014, and now goes to 2nd reading for adoption.

Staff was directed to present an ordinance to establish and regulate a vacant/abandoned/foreclosed property registration program. Many cities throughout Florida have adopted such programs to address issues related to property abandonment.

According to US Census Bureau data, non-seasonal vacant properties have increased 51 percent nationally from nearly 7 million in 2000 to 10 million in April 2010, with 10 states seeing increases of 70 percent or more. High foreclosure rates have contributed to the additional vacancies. Population declines in certain cities and high unemployment also may have contributed to increased vacancies. However, this data does not indicate the number of vacant properties that are inadequately maintained and imposing costs on local governments.

If an owner abandons a property, servicers may have the right under typical mortgage agreements to conduct certain maintenance, although they generally are not obligated to do so until they assume ownership on behalf of the loan owner after foreclosure. According to the US Government Accountability Office local governments reported spending millions of dollars—including federal funds—on vacant properties that are not adequately maintained. Costs range from general maintenance to complete demolition. Unattended vacant properties produce public safety costs and lower communities' tax revenues due to the decline in value of surrounding properties, with some studies finding that vacant foreclosed properties may have reduced prices of nearby homes by \$8,600 to \$17,000 per property in specific cities.

Cities and states are implementing a variety of strategies to minimize the negative impacts of vacant properties but face various challenges. For example, some local governments are creating special entities called land banks that acquire and hold vacant properties for later development, sale, or demolition. However, difficulty obtaining adequate and sustained funding and finding buyers for the properties can hamper these local efforts. Some cities have passed ordinances that require servicers to notify the city when a property they are managing becomes vacant and attempt to hold them responsible for maintenance. However, localities often lack resources or staff to enforce these requirements fully. Some suggest fewer properties would become vacant if servicers had to account for communities' costs—such as for policing and fires—when considering whether to modify loans or foreclose, but servicers and others questioned the feasibility and effectiveness of such an approach. Local officials and community groups said they need more funds and increased oversight by federal regulators to ensure that servicers comply with local property maintenance codes.

As a result of the protracted global recession and drop in the economy, cities are experiencing an increase in the number of neglected, foreclosed and/or vacant residential and commercial properties within their communities. In many cases, the vacant, abandoned, and foreclosed properties are owned by financial institutions or absentee owners. Vacant, abandoned, and foreclosed properties within a community, threatens the economic stability of the neighborhood with diminished aesthetics, and property values.

In recent years the costly problems these distressed properties create have been exacerbated by the nation's mortgage foreclosure crisis. Homeowners in unprecedented numbers have been forced to abandon properties in neighborhoods scattered across our cities, and the greatly increased numbers of these



Properties have caused problems for greatly increased numbers of neighbors. They detract from their quality of life, depress their property values and, ultimately, can limit their economic opportunities. For city governments, these properties represent increased demands for services to maintain them physically, to secure them and, in many cases, to keep them from attracting the kind of criminal activity that further distresses neighborhoods and adds even more to city costs. And over the past year, obviously, cities have had to meet these demands in an environment in which a dramatic national economic downturn has translated into a dramatic drop in local revenues.

In a report published by the U.S. Conference of Mayors, cities across the nation are attempting to minimize the problems that vacant and abandoned properties are creating. The most successful response to the increasing vacant and abandoned properties issues are neighborhood stabilization programs designed to stop diminishing property values and restore efforts to invest in city neighborhoods. One such program implemented by many cities across the nation and throughout Florida is a “Vacant, Abandoned, and Foreclosed Property Registry Program.

A Vacant, Abandoned, and Foreclosed Property Registry is designed to (1) formally identify vacant, abandoned, and foreclosed properties throughout the city, (2) require property owners to register their properties, and (3) provides city departments with a registry to utilize when properties require enforcement of city codes; thereby, assisting code enforcement, police, and city government in reducing the problems associated with vacant and/or abandoned structures. These ordinances apply to residential (single family and multi-family dwellings) and commercial properties that are abandoned, vacant, or foreclosed.

A Vacant/Abandoned/Foreclosed Registration Program is established through the adoption of an ordinance that requires property owners, including lenders to register with the city, pay a registration fee, conduct monthly inspections, perform maintenance and repair, and post the property with contact information.

DISCUSSION:

The City of Palatka has a large volume of vacant, abandoned, and foreclosed structures throughout the City. Based on a windshield survey conducted by City Code Enforcement staff, vacant and abandoned properties are estimated to exceed 400+ structures throughout the city; while recent data compiled by RealtyTrac for period ending March 2014, Palatka shows a total of 263 homes for sale and 247 homes in foreclosure. This information illustrates the data calls for action by the city to stabilize neighborhoods from further abandonment and diminished property values.

The City of Palatka's current method of handling code violations associated with vacant, abandoned, or foreclosed properties is through the standard code enforcement process. Code officers research Property Appraiser and Courthouse records to determine legal ownership and a Notice of Violation (NOV) is sent to the owner. When properties are in the foreclosure process a copy of the NOV is also sent to the lender. Properties that do not comply proceed to a Code Enforcement Board hearing and the process may eventually lead to liens on the property.

City staff researched two (2) mandatory methods of enacting a vacant property registration. One method is a vendor run, fee-based, Vacant Property Registry Program and the other is a City run, no fee, Registry Program. Example programs and ordinances were obtained from the following Florida cities: **Boynton Beach, Fort Myers, Green Acres, Ocala, Jacksonville, St Petersburg, Miami, Melbourne, Tampa, Lakeland, Sarasota, West Palm Beach, North Miami Beach, and West Melbourne.**

A method implemented by many cities is a fee-based registration program utilizing the services of city staff or a contract company to manage the program. This program operates or is triggered by the filing of a Lis Pendens (Notice of Intent to Foreclose) on a property which triggers the requirement for the property to register. The City or contract company maintains databases of homes that are bank owned or have a Lis Pendens filed on them. The database can be used by city employees to expedite the identification of the responsible party for a distressed property. Registration notification letters are sent by the company to the



property owners and the lenders. Through the registration process, contact information for the owner of a registered property and who is responsible for the maintenance of that property is provided. Registered properties will also be required to post this information at the property. The City or contract company collects registration fees. If a contract company is used to manage the program, revenues are split between the City and contractor. The average annual fees for vacant/abandoned/foreclosed properties range from \$100 to \$200 per year.

Statistics from one example, City of Boynton Beach, Florida, indicates they have approximately 5,700 properties in the foreclosure process, with 936 properties registered, or a 16% compliance rate and gross fees of \$140,000 collected (split 50/50 between the city and the private contractor).

A second method regulates and requires registration of all vacant/abandoned/foreclosed properties. While some registrations would be triggered by the filing of a Lis Pendens (Notice of Foreclosure), other registrations would be required for all vacant abandoned real properties. The management of the program would be administration either by city staff or a contract company.

If approved by the City Commission, it would be the purpose and intent of the City to establish a process to address the amount of abandoned real property within the city. It is the City's further intent to specifically establish a vacant/abandoned/foreclosed property program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

STAFF RECCOMENDATIONS:

1. Staff recommends the City Commission adopt an ordinance for the purpose of stabilizing neighborhoods throughout the City as part of the general municipal responsibilities to ensure the overall health, welfare, and safety of the community.
2. Further, staff recommends the City contract with a private company to manage the day-to-day activities associated with this ordinance, including collections of required fees.
3. Staff recommends a transition period of ninety days from date of final approval to request written proposals from interested service companies, develop internal operate procedures, and conduct appropriate public notification of new requirements.

RECOMMENDED ACTION:

Adopt on 2nd Reading an ordinance establishing regulations for vacant, blighted, unsecured or abandoned structures. If amended on 2nd reading, the ordinance may need to go to a 3rd reading for final adoption on May 22nd.

ATTACHMENTS:

Description	Type
D Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	4/28/2014 - 5 44 PM
City Clerk	Driggers, Betsy	Approved	4/28/2014 - 5 44 PM
City Manager	Czymbor, Michael	Approved	4/29/2014 - 8 41 AM



ORDINANCE No. 2014-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 30, ENVIRONMENT, BY CREATING AN ARTICLE ENTITLED "REGISTRATION OF VACANT, BLIGHTED, UNSECURED OR ABANDONED STRUCTURES;" ADDING PROVISIONS REQUIRING THE REGISTRATION OF VACANT AND ABANDONED STRUCTURES; PROVIDING FOR PURPOSE AND INTENT, DEFINITIONS, RESPONSIBILITIES OF OWNERS AND/OR MORTGAGEES; REGISTRATION AND FEES, PENALTIES, AND ENFORCEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is important for the City of Palatka to establish a process to address the amount of abandoned real property within the City; and

WHEREAS, the City recognizes an increase in the number of vacant and abandoned properties located throughout the City; and

WHEREAS, the presence of vacant and abandoned properties can lead to a decline in property value, create aesthetic nuisances, and lead to general decrease in neighborhood and community aesthetics; and

WHEREAS, the current conditions of vacant and abandoned properties present a serious threat to the public health and safety of the community; and

WHEREAS, the presence of vacant and abandoned properties may discourage buyers from purchasing property within the City; and

WHEREAS, many vacant and abandoned properties are the responsibility of lenders and trustees who fail to adequately secure and maintain such properties; and

WHEREAS, the City has a vested interest in protecting the City against the decay caused by vacant and abandoned properties and concludes that it is in the best interest of the residents to amend the Code of Ordinances and impose registration and maintenance requirements on such properties located within the City;

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

Section I. Recitals. The above-listed recitals are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.



Section II. That a new Article shall be added to Palatka Municipal Code, Chapter 30, Environment, entitled “Registration of Vacant, Blighted, Unsecured or Abandoned Structures” and shall contain the following sections, sub-sections and provisions:

Intent.

The purpose of this article is to protect the public health, safety and welfare by:

- (1) Establishing a program for identification and registration of real property located within the City that the mortgagee files a Lis Pendens (intent to foreclose) or become vacant, blighted, unsecured and abandoned.
- (2) Establishing the responsibilities of owners of foreclosed, vacant, blighted, unsecured and abandoned real property.
- (3) Providing for administration, enforcement and penalties.
- (4) Allowing the City Police Department to enforce the trespassing penalties described in F.S. § 810.08 on vacant, blighted, unsecured, and abandoned structures.
- (5) Providing a fair, equitable, and efficient method of allocating and apportioning the assessed service costs, which constitute a special benefit to residential and commercial properties, among property owners within the city in violation of this ordinance.

Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this article, have the meanings indicated in this section:

Abandoned / vacant real property means any real property or building, as defined herein, or portion thereof, which may have multiple housing, code enforcement or building code violations, or may be illegally occupied and is:

- (1) under a public notice of default, evidenced by the filing of a Lis Pendens;
- (2) is the subject of a pending mortgage foreclosure;
- (3) is the subject of a mortgagee’s sale or lien sale;
- (4) has been the subject of a mortgage foreclosure sale where title is retained by the mortgagee;
- (5) is property transferred under a deed-in-lieu of foreclosure sale, a short sale or other legal means;
- (6) the property is unsecured and abandoned;
- (7) Unsafe as defined herein or as in the City of Palatka, Florida Code of Ordinances, Chapter 8 entitled Building Code, as amended;



- (8) Condemned as defined by City of Palatka, Florida Code of Ordinances, as amended;
- (9) Vacant for a period of time over 30 days, beginning from the date of city inspection and during which time the enforcement officer has issued an order to correct violations, abate a nuisance, or remove an attractive nuisance;
- (10) Vacant for a period of time over 30 days without evidence of functioning water, electric and/or gas utilities;
- (11) Boarded up, partially destroyed, or partially constructed or incomplete after the building permit authorizing its construction has expired; and,
- (12) Accessible to trespassers, criminals or other unauthorized persons.

Approved materials means all city approved materials used to secure a structure.

Blighted property means:

- (1) Structures that have broken or severely damaged windows, doors, walls, or roofs which create hazardous conditions and encourage trespassing or malicious mischief;
- (2) Structures whose maintenance is so out of harmony and conformity with the maintenance and quality of adjacent or nearby properties as to cause substantial diminution in the use or property value of such adjacent or nearby properties;
- (3) A structure defined as a public nuisance pursuant to section 46-1, as amended or pursuant to state statute;
- (4) Any individual, commercial, industrial, or residential structure or improvement that endangers the public's health, safety or welfare because the structure or improvement upon the property is dilapidated, deteriorated, or violates minimum health and safety standards, and lacks maintenance as defined by the Florida Building Code; or
- (5) A structure which exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

Codes means all applicable codes, including but not limited to, National Fire Prevention Code, Florida Building Code, the Putnam County Code and the City Code.

Code violations means violations of any code adopted and enforced by the city, which may include but not be limited to, the National Fire Prevention Code, Florida Building Code, the Palatka Municipal Code.



Enforcement officer means code enforcement inspector, code enforcement officer, police officer, building inspector, or manager's designee.

Evidence of vacancy means any condition, on its own or combined with other conditions present, which would lead a reasonable person to believe the property is vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation, electricity, water or other utilities turned off; stagnant swimming pool; or statements by neighbors, passer-by, delivery agents or government agents.

Foreclosure means any judicial process by which the property, placed as security for a mortgage loan, is to be sold pursuant to judicial order at an auction to satisfy a debt upon which the borrower has defaulted.

Mortgagee means the creditor, including but not limited to, service companies, lenders in a mortgage agreement, and any agent or employee of the mortgagee, or any successor or assignee to the mortgagee's rights, interest or obligations under the mortgage agreement, the mortgagee or beneficiary of the mortgage foreclosure action obtaining title pursuant to a foreclosure sale. For purposes of this ordinance, real estate brokers and agents, solely marketing or selling real property on behalf of the mortgagee will not be deemed an agent or employee of the mortgagee.

Nuisance means any condition, including but not limited to, an abandoned, unsafe, unsecured residence, building, structure or real property with code violations that constitute a menace to life, property, public health or public welfare, or create a fire hazard; any conditions that may be injurious to the health, safety or welfare of the public; or, any conditions that constitute an attractive nuisance or otherwise endanger the public's safety while in the vicinity thereof.

Owner means any person, legal entity or other party having any ownership interest in real property, including but not limited to, owners identified on the blighted, unsecured or abandoned structures registration form; or a purchaser, devisee, lessee, fiduciary, or holder of an unrecorded deed. This term shall also apply to any person, legal entity or agent responsible for the construction, maintenance or operation of the structure involved, as well any person, legal entity or agent authorized to initiate a foreclosure or collection proceeding against the property, whether or not such proceeding has in fact been initiated. This term shall not apply to the city.

Plan means a city approved proposal required to be submitted by the owner to bring a structure into compliance pursuant to all applicable codes.

Structure means a structure or building as defined by the Florida Building Code.



Unsafe structure means a structure or building which is potentially hazardous to persons or surrounding structures, including, but not limited to:

- (1) A structure which has collapsed, that is in danger of partial or complete collapse, or unable to support the weight of normally imposed loads;
- (2) A structure with any exterior parts which are loose or in danger of falling;
- (3) A structure which is vacant, unguarded and open at doors or windows;
- (4) A structure with an accumulation of debris or other material therein representing a hazard of combustion;
- (5) A structure in a condition that creates hazards with respect to means of ingress and egress and fire protection as provided herein for the particular occupancy;
- (6) A structure or structural parts that are in deterioration;
- (7) A structure that is partially destroyed;
- (8) A structure with electrical or mechanical installations or systems creating a hazardous condition contrary to the standards of the Florida Building Code; or
- (9) A structure that by reasons of use or occupancy, the area, height, type of construction, fire-resistivity, means of ingress and egress, electrical equipment, plumbing, air conditioning or other features regulated by this Code do not comply with this Code for the use and group of occupancy.

Unsecured means an unoccupied structure or a structure without a lawful tenant or occupant which is open to entry by unauthorized persons or covered with unapproved materials and that are not in conformity with the nearby structures or materials not in compliance with the Florida Building Code.

Vacant means a structure that is unoccupied and is not actively used as a place of residence or business by human beings.

Responsibilities of mortgagee and owners of vacant, blighted, unsecured or abandoned structures.

Mortgagee or owner of a foreclosed, blighted, unsecured or abandoned structure shall maintain said structure and shall comply with the requirements of subsections (1) through (6) as follows:

- (1) A mortgagee or owner of a blighted, unsecured or abandoned structure shall secure and maintain all entrances and all other openings of the



structure, including but not limited to windows and doorways. Such blighted, unsecured or abandoned structure shall be secured as follows:

- a. All entrances, windows and other openings shall be secured with approved materials, provided that such materials completely seal all entrances, windows and other openings, thereby protecting the interior of the structure from wind, rain, and other naturally occurring elements. Entrances and windows above the ground floor shall be regarded as secure if the entrances and windows are locked and not otherwise open to entry and the windows contain glass that is not cracked or broken or shutters that prevent entry.
 - b. If a violation of this section is discovered by a code enforcement officer, said officer is authorized to issue a notice of violation (NOV) requiring the structure to be secured within the time period enumerated in the NOV. If the structure remains unsecured after the time period enumerated in the notice, the city shall present a case based on the violation to the code enforcement board pursuant to chapter 2, article V of this Code. As part of its case, or at any subsequent properly noticed hearing, the city may present evidence showing that criminal activities or incidents presenting a threat to life and safety are occurring on the property where the unsecured structure is located. If such evidence is presented and the code enforcement board determines that this section has been violated, the owner of the structure at issue may be required to secure all openings with commercial quality, 14-gauge, and rust proof metallic coverings.
 - c. Such metallic coverings shall consist of steel sheet metal, excluding aluminum and copper, which allow for ventilation. Said metallic coverings must have an exterior finish that allows for easy graffiti removal, and be designed to prevent removal from the exterior with a crowbar or other prying device. In addition, the metallic coverings must consist of threaded rods or cables attached on the interior of the structure to a steel cross-brace that spans the opening.
 - d. Failure to comply with the requirements of this section of this article shall subject the owner to code enforcement action, as provided in Article II, Section 30-34 of this Chapter.
- (2) All mortgagee or owners of a vacant, blighted, unsecured or abandoned structure shall be responsible for removing unauthorized signs, posters and graffiti from the structure's exterior unless exempted by this article or the city's zoning ordinance.



- (3) Every mortgagee or owner of a vacant, blighted, unsecured or abandoned structure shall keep the premises free from rodents, insects, vermin, and other wild animals.
- (4) The roof of every structure shall be well drained of rain water.
- (5) All materials used to secure blighted, unsecured or abandoned structures shall be painted in a workmanlike fashion in the same color as its other exterior walls.
- (6) When a property subject to this section becomes vacant and/or abandoned, the owner shall be responsible to post the name and contact information for a local property manager that is available 24 hours a day. The posting shall be placed near the main entrance to the structure and shall contain language consistent with the following: "This property is managed by (name of local property manager). To report problems or concerns, call (telephone number of local property manager)".

Vacant structure registration.

- (a) Every mortgagee owner of a commercial or single-family vacant structure shall, at no cost to the owner, register said structure with the city. Such registration shall include:
 - (1) A description of the premises including address, legal description, and folio number;
 - (2) The names, addresses, e-mail addresses and contact telephone numbers of the owner, or agents, or local agents that can be contacted 24 hours a day; and
 - (3) Written consent by the owner allowing the City of Palatka Police Department to enforce the trespassing penalties described in F.S. § 810.08.
- (b) Mortgagee or owners of vacant structures located within a multi-family building shall not have to comply with this section if:
 - (1) The multi-family structure has a property manager on the premises;
 - (2) The multi-family structure has a homeowners' association responsible for the management and maintenance of the property;
 - (3) The multi-family structure has security located on or responsible for the property; and
 - (4) The property manager of the multi-family building, at no costs to the property manager, registers the following information with the city:
 - a. A description of the property including address and unit number of all vacant structures within the multi-family building;



- b. The names, addresses, e-mail addresses and telephone contact number of the property manager or agent who can be contacted within 24 hours;
 - c. Written consent by the owner allowing the city police department to enforce the trespassing penalties described in F.S. § 810.08.
- (c) If any of the requirements of subsections (b) (1)—(4) are not complied with, the individual owner of the vacant structure located within a multi-family building shall register pursuant to subsection 30-196(a).
- (d) This registration must be done upon any transfer of the property and every October 1st thereafter.
- (e) Any person that has registered a vacant real property under this subsection must report any change of information contained in the registration within 10 days of the change.

Foreclosed, Blighted, unsecured or abandoned structure registration.

- (a) After any owner of real property allows his/her property to become blighted, unsecured or abandoned structure, as defined in this article, ~~within 48 hours~~, the owner shall register the property with the enforcement officer.
An owner or mortgagee is presumed to have knowledge that a property is vacant/abandoned, blighted, or unsecured, as those terms are defined herein, after the passage of 30 days from the time said condition occurs, or upon receiving actual notice of same from the City or its designee, whichever occurs first.
- (b) The registration shall be submitted on designated forms and shall, at a minimum, include the following information supplied by the owner:
 - (1) A description of the premises, including address, legal description and folio number;
 - (2) The names, addresses, e-mail addresses and contact telephone numbers of the owner, or agents that can be contacted within 24 hours;
 - (3) The names, addresses and contact numbers of all known lien holders and all other parties with an ownership interest in the structure;
 - (4) A plan and timeline for bringing the structure into compliance; and
 - (5) Written consent by the owner allowing the city police department to enforce the trespassing penalties described in F.S. § 810.08.
- (c) The owner shall comply with all applicable laws and codes and close all outstanding City Code violations, unless waived by the appropriate department or agency.
- (d) The owner shall submit a plan and timeline, as described in subsection (b) (4) to be approved by the enforcement officer. The enforcement officer shall require completion of the plan within a reasonable time, not to exceed ninety (90) days.



Any repairs, improvements or alterations to structures must comply with any applicable housing and/or building codes.

- (e) The owner shall notify the enforcement officer of any changes to the information supplied on the registration immediately. All plan and timeline revisions and extensions must be approved by the enforcement officer or the city manager's designee.
- (f) The owner of a ~~vacant, blighted, unsecured or abandoned structure~~ an abandoned vacant real property or blighted real property or unsecured real property shall pay a registration fee:
 - (1) Once a mortgage company files a Les Pens (attempt to foreclose) or the owner of a blighted, unsecured or abandoned structure shall initially register the property with the city and pay an annual registration fee. The schedule is as follows:
 - a. \$200.00 for the first year and each subsequent consecutive year the building remains a blighted, unsecured or abandoned structure.
 - (2) The fee for the first year of registration shall be due and payable, in full, 30 days after the structure is registered as a blighted, unsecured or abandoned structure. If the fee is not paid within 30 days of being due, the owner shall be subject to prosecution as prescribed in section 30-197
 - (3) The registration fee shall be paid in full prior to the issuance of any permits to repair or rehabilitate with the exception of a demolition permit.
 - (4) All delinquent registration fees, including interest, shall be paid by the owner prior to any transfer of ownership interest. If the fees are not paid prior to transfer, the new owner shall be responsible for all outstanding fees no later than 30 days after the transfer of ownership and subsequent registration fees shall be due and payable in accordance with this article.
 - (5) The registration fee is reasonably related to the administrative costs for processing the registrations and monitoring of the blighted, unsecured, or abandoned structures. Increasing fees reflect growing costs of identifying, regulating, monitoring and policing of deteriorating structures.
- (g) The enforcement officer shall keep a file for all registered blighted, unsecured or abandoned structures, which shall include any information from interested parties or citizens regarding the history, problems, status or blighting influence of such structure.

Enforcement.

Failure to comply with the requirements of this article shall subject the owner to code enforcement action, pursuant to F.S. Ch. 162, as well as Chapter 2, article V of the City Code, and specifically section 2-314.



If the mortgagee or owner fails to comply with the requirements of this article, the city may, pursuant to F.S. ch. 170, secure or cause to be secured and make all reasonable repairs to such blighted, unsecured or abandoned structures, 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 article. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith.

If the work is done or caused to be done by the city, the enforcement officer shall keep an itemized accounting of expenses of the work done and the cost thereof and notify the owner of said expenses. If the statement is not paid within ten days after the owner is notified, interest shall begin to accrue annually at the statutory rate until paid in full.

~~Under the lawful authority granted to municipalities pursuant to F.S. chs. 170 and 166, the city hereby authorizes the levy and collection of special assessments to fund the costs of any work done by the city to enforce compliance with the requirements of this article.~~

~~Costs resulting from any work undertaken by the city pursuant to this section, shall be levied as a special assessment lien against the real property where the violation existed. Said special assessment lien, until fully paid and released, shall remain a lien equal in rank and dignity with the lien of ad-valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Interest upon such special assessment liens shall accrue pursuant to F.S. § 170.09, as amended. Special assessment liens shall be enforced by any method authorized by law to enforce payment thereof with all accrued interest and costs, including legal costs, or may be subject to foreclosure, pursuant to F.S. ch. 173, as amended. The property owner shall pay all costs of collection, including reasonable attorney's fees, incurred by the collection of fees, service charges, penalties and liens imposed by virtue of this section.~~

Costs resulting from any work undertaken by the City pursuant to this section, as well as service charges, interest, and penalties lawfully imposed, shall become a lien against the real property where the violation occurs when notice of same is recorded in the official records of the County pursuant to Ch. 162 Fl. Stat. Said liens may be enforced by any method authorized by law, including foreclosure, and in any proceeding brought to enforce said lien, the City shall be entitled to recover all reasonable costs of collection, including reasonable attorney's fees.



Exemptions

This article shall not apply to any structures protected by federal, state, or local law or any structures owned by the federal government, state government, Putnam County, or the city.

Penalties

Penalties under any provision of this article shall be assessed pursuant to sections 2-314 and 2-315.

Alternative procedures.

Nothing in this article shall be deemed to preempt existing remedies of the city authorized under existing law.

Section III. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section IV. 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 V. That this ordinance shall take effect upon its passage as provided by law.

Section VI. 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 8th day of May, 2014.

CITY OF PALATKA