

**VERNON MYERS**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**ALLEGRA KITCHENS**  
COMMISSIONER

**PHIL LEARY**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



**MICHAEL J. CZYMBOR**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**GARY S. GETCHELL**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT.

**DONALD E. HOLMES**  
CITY ATTORNEY

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

## AGENDA CITY OF PALATKA November 20, 2014

### CALL TO ORDER:

- a. Invocation – The Reverend Dan Phillips, Pastor, Grace Fellowship
- b. Pledge of Allegiance
- c. Roll Call

### APPROVAL OF MINUTES – 10/9/2014

### 1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. PROCLAMATION - National Hospice and Palliative Care Month – November, 2014 and
- b. PROCLAMATION – Children's Grief Awareness Day – November 20, 2014 – Rodney Phillips, Hospice of Citrus and the Nature Coast
- c. EMPLOYEE RECOGNITION – Jonathan Griffith, FRA Development Professional Certification
- d. STUDENT OF THE MONTH – November, 2014 – Mayor Myers and Commissioner Leary

Josie Bergan	Browning-Pearce Elementary
Julie Wilhite	C. L. Overturf, Jr. 6 <sup>th</sup> Grade Center
Haniel Pallepogu	Children's Reading Center Charter School
Teddy Lee Hale, III	E. H. Miller School
Franci Williams	James A. Long Elementary School
Jaleel Johnson	Jenkins Middle School
Disha Patel	Kelley Smith Elementary School
John Wilkerson, III	Mellon Elementary School
Sarah Mayes	Moseley Elementary School
Abriyah & Aliyah Campbell	Palatka High School
Caleb Baker	Peniel Baptist Academy
Kai'e Miller	Putnam Academy of Arts & Sciences
Jaycee Stackpole	Putnam EDGE High School

### 2. PUBLIC COMMENTS – (limited to 3 minutes – no will be action taken on topics of discussion)

### 3. CONSENT AGENDA

- \*a. Adopt Resolution No. 2014-10-138 authorizing the Mayor and City Clerk to execute and attest a construction maintenance agreement with FDOT for construction and maintenance of the Urban Bike Path/Trail beginning east of North US 17/Reid Street to the west side of the Memorial Bridge
- \*b. Adopt Resolution No. 2014-10-139 accepting the Price Martin Community Facility USDA Grant Improvements as completed and providing certification of completion to USDA
- \*c. Adopt Resolution No. 2014-10-140 authorizing the execution of FEMA 1785-43-R Grant Agreement Modification to amend the project budget from \$284,372 to \$445,404 (\$334,121 Federal Share, \$111,373 City Share)
- \*d. Adopt Resolution No. 2014-10-141 authorizing execution of S. E. Cline Construction, Inc. Change Order in the amount of \$375,000 for construction of floating docks (Phase III Riverfront Improvements)

## AGENDA - CITY OF PALATKA

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### 3. CONSENT AGENDA (Continued)

- \*e. **Adopt Resolution No. 2014-10-142** awarding the bid for purchase of Police vehicles from Auto Nation in the amount of \$106,018 for administrative vehicles and to Beck Ford in the amount of \$274,392 for patrol vehicles, and authorizing purchase of said vehicles
- \*f. **Adopt Resolution No. 2014-10-143** authorizing the execution of a Florida Department of Corrections Work Squad Contract for an additional DOC Work Squad
- \*g. **Adopt Resolution No. 2014-10-144** supporting Joseph C. Diamond's nomination of the "Century Block" to the National Register of Historic Places (formerly known as the "100 Block")
- \*h. **Appoint Butch M. Puryear to the Code Enforcement Board as Alternate Member** for the remainder of a three-year term to expire September, 2015
- \*i. **Approve Request Items for Special Event Permit No. 14-56**, Palatka Main Street "3<sup>rd</sup> Friday Downtown Street Party" for monthly occurrences through September, 2015. Dates for 2014 are November 21 and December 19. Dates for 2015 are January 16, February 20, March 20, April 17, May 15, June 19, July 17, August 21 and September 18. Time from 6:00 p.m. to 10:00 p.m. – Palatka Main Street, Inc./Charles Rudd, Main Street Manager, Applicant
  1. Grant permission to exceed allowable noise levels through duration of event;
  2. Grant permission to sell and consume alcoholic beverages throughout the event;
  3. Allow closure of the 200, 300 and 400 blocks of St. Johns Avenue for the event.
- \*j. **Approve Request Items for Special Event Permit No. 14-55**, Azalea City Cruisers/Palatka Main Street "4<sup>th</sup> Saturday Downtown-Cruise-In" for monthly occurrences through September, 2015. Date for 2014 are November 22 and December 27. Dates for 2015 are January 24, February 28, March 28, April 25, May 23, June 27, July 25, August 22 and September 26. Time from 5:00 to 8:00 p.m. – Palatka Main Street, Inc./Charles Rudd, Applicant
  1. Grant permission to exceed allowable noise levels through duration of event;
  2. Grant permission to sell and consume alcoholic beverages throughout the event;
  3. Allow closure of the 200, 300 and 400 blocks of St. Johns Avenue for the event.

- \* 4. **RESOLUTION** amending the FY 2013-14 Budget through 9/30/2014 – Matt Reynolds, Finance
- \* 5. **RESOLUTION** awarding the bid for management and administration of the City of Palatka Abandoned, Foreclosed and Vacant Properties Program to Community Champions, per results of a Request for Proposals, and authorizing execution of a contract for services for a period of two years - Adopt

### PUBLIC HEARINGS

- \* 6. **ORDINANCE** amending Chapter 94 of the code of Ordinances to move home occupation standards from the Definitions section to the Supplementary Zoning Regulations section, and prohibiting business signs for such uses – 1<sup>st</sup> Reading
- \* 7. **ORDINANCE** amending Chapter 26, Elections, to amend precincts, electors, laws governing elections, qualifications of candidates and duties of Supervisor of Elections – 1<sup>st</sup> Reading
- \* 8. **ORDINANCE** adopting an additional homestead ad valorem tax exemption for certain qualifying seniors, as authorized by FS 196.075 (The 2012 "Super Senior" Exemption) – 2<sup>nd</sup> Reading, Adopt
- \* 9. **ORDINANCE** amending Zoning Code Section 94-2, 94-143 and 94-156 defining original or historic use, allowing original and historic uses as conditional uses in historic districts, and providing conditional use criteria for original or historic uses – 2<sup>nd</sup> Reading, Adopt

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- \* 10. **ORDINANCE** amending Zoning Code Section 94-2-94-149 and 94-202 to define mobile medical units, allowing the use as either a permitted or conditional accessory use/structure in the C-2 (intensive commercial) zoning district – 2<sup>nd</sup> Reading, Adopt
- 11. **CITY MANAGER & ADMINISTRATIVE REPORTS**
  - \*a. **City Clerk's Report** – November 4, 2014 General Election Results; Three (3) Races: Mayor/Commissioner, City Commissioner Group 2 and City Commissioner Group 4
- 12. **COMMISSIONER COMMENTS**
- 13. **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:**

Nov. 27 & 28 – City Offices closed for Thanksgiving Holiday  
Dec. 25 & 26 – City Offices closed to observe Christmas Holiday  
Jan. 1, 2015 – City Offices closed to observe New Year's Day  
Jan. 5, 2015 – Swearing-In Ceremony for Mayor/Commissioner and Commissioners Group 2 & 4  
Jan. 19, 2015 – City Offices closed to observe ML King Day

**Board Openings:**

Planning Board – 2 vacancies  
Putnam Co, Better Place Plan Committee (City Appointee)  
Tree Committee – 2 vacancies  
Code Enforcement Board – 1 vacancy (Alternate)  
Board of Zoning Appeals – 2 vacancies (at-large)

# CITY OF PALATKA



## Proclamation

**WHEREAS**, hospice and palliative care offer the highest quality services and support to patients and family caregivers facing serious and life-limiting illness. Hospice and palliative care providers take the time to ask what's important to those they are caring for and listen to what their patients and families say;

**WHEREAS**, skilled and compassionate hospice and palliative care professionals—including physicians, nurses, social workers, therapists, counselors, health aides, and clergy—provide comprehensive care focused on the wishes of each individual patient;

**WHEREAS**, through pain management and symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends, and committed caregivers;

**WHEREAS**, the provision of quality hospice and palliative care reaffirms our belief in the essential dignity of every person, regardless of age, health, or social status, and that every stage of human life deserves to be treated with the utmost respect and care;

**WHEREAS**, every year more than 1.5 million Americans living with life-limiting illness, and their families, received care from the nation's hospice programs in communities throughout the United States, while more than 468,000 trained volunteers contributed 22 million hours of service to hospice programs annually; and

**WHEREAS**, these hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

**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 November 2014 as

### **NATIONAL HOSPICE AND PALLIATIVE CARE AWARENESS MONTH**

in the City of Palatka, and encourage citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 20<sup>th</sup> day of November, in the Year of Our Lord Two Thousand Fourteen.

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

**PALATKA CITY COMMISSION**

\_\_\_\_\_  
**By: Vernon Myers, Mayor**

# CITY OF PALATKA



## Proclamation

**WHEREAS**, Children who have a loved one die, especially a close family member, experience intense inner turmoil; and

**WHEREAS**, every school district has students who have experienced personal loss and there are more grieving children than most of us realize; and

**WHEREAS**, on April 7, 2011 the Florida Legislature resolved to observe Children's Grief Awareness Day in Florida annually on the Thursday before Thanksgiving; and

**WHEREAS**, Children's Grief Awareness Day provides an opportunity for all of us to raise awareness of the painful impact that the death of a loved one has in the life of a child, an opportunity for all of us to recognize and support the millions of grieving children across the nation, the thousands of grieving children right in our own communities, and the grieving children we know and see in our daily lives; and

**WHEREAS**, Parental grief is boundless and touches every aspect of a parent's being; and

**WHEREAS**, Herry's Kids Pediatric Services provides specialized services to children and teens with life-threatening illnesses, and offers grief support and therapeutic camps for young people and their loved ones who have experienced a loss.

**NOW, THEREFORE**, I, Vernon Myers, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim Thursday, November 20, 2014 as

### **CHILDREN'S GRIEF AWARENESS DAY**

In the City of Palatka, Florida, and applaud the work currently being accomplished and support grieving children on their journey toward hope after a loved one dies.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 20<sup>th</sup> day of November, in the Year of Our Lord Two Thousand and Fourteen.

**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 No. 2014-10-138** authorizing the Mayor and City Clerk to Execute and Attest a construction maintenance agreement with Florida Department of Transportation for construction and maintenance of the Urban Bike Path/Trail beginning east of North US 17/Reid Street to west side of Memorial Bridge

**SUMMARY:**

The Florida Department of Transportation wishes to enter into an agreement with the City of Palatka for the construction and maintenance of the Urban bike path/trail from US 17 North, going west to the Memorial Bridge. The Path/Trail starts about 300 feet east of US 17 (SR15) just behind Bronson Street ("Sugar Hill" PHA Neighborhood) and continues west approximately 2 miles along Madison Street/Main Street, ending at the Memorial Bridge.

Construction of the trail is mostly complete. The proposed agreement with the Florida Department of Transportation for the Palatka Urban Trail. Exhibit A shows the section of the trail that the City would be responsible for maintaining. The term of the agreement is for one (1) year and will automatically renew every year. Under this agreement the City is responsible for the operation, maintenance and repair of the trail. The City receives no compensation under this agreement.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the execution of a Construction/Maintenance Agreement with FDOT for an Urban Bike Path/Trail running 300 feet east of US 17 North to the west side of the bridge**

**ATTACHMENTS:**

Description	Type
D Resolution	Resolution
D FDOT Agreement	Exhibit

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/16/2014 - 1:58 PM
City Clerk	Driggers, Betsy	Approved	10/16/2014 - 1:59 PM
City Manager	Czybor, Michael	Rejected	10/16/2014 - 2:29 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 11:51 AM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 11:51 AM
City Manager	Czybor, Michael	Approved	11/6/2014 - 12:12 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:11 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:39 AM

**RESOLUTION No. 2014-10-**

**Entitled**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A CONSTRUCTION & MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A BIKE PATH/TRAIL BEGINNING 300 FEET EAST OF US17/SR15 AND RUNNING WEST APPROXIMATELY TWO MILES TO THE MEMORIAL BRIDGE**

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the "FDOT" finds it is necessary for the City of Palatka, hereinafter referred to as the "Maintaining Agency", to execute and deliver to the FDOT the agreement identified as "Construction & Maintenance Agreement", Financial Project ID# 210031-7-48-01, Federal ID No. 3751-011-1, hereinafter referred to as the Agreement, for the construction and maintenance of a bike path/trail east of US 17 to west side of Memorial Bridge.

**NOW, THEREFORE, BE IT RESOLVED** by the Maintaining Agency:

1. That Vernon Myers, Mayor of the City of Palatka, Florida, be hereby authorized and directed to execute and deliver the Agreement to the FDOT;
2. That Betsy J. Driggers, City Clerk of the City of Palatka, Florida, be hereby authorized and directed to attest the Agreement; and
3. That a certified copy of this Resolution be forwarded to FDOT along with the executed Agreement.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, as the Maintaining Agency, this 20<sup>th</sup> day of November, in the Year 2014.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its MAYOR

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**



**Florida Department of Transportation**

**RICK SCOTT  
GOVERNOR**

1109 South Marion Avenue  
Lake City, FL 32025-2014

**ANANTHI PRASAD, P.E.  
SECRETARY**

September 29, 2014

The Honorable Vernon Myers, Jr., Mayor  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

**Subject: CONSTRUCTION AND MAINTENANCE AGREEMENT  
SR 15 (US 17) to West Side of Memorial Bridge  
Financial Project ID: 210031-7-58-01**

Dear Mayor Myers:

Enclosed are two (2) copies of the Construction and Maintenance Agreement for the subject project. Your assistance is requested to secure execution by the Palatka City Council.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 3722.

Sincerely,

A handwritten signature in black ink that reads "James M. Driggers".

James M. Driggers, P.E.  
District Two Program Administration Engineer

JMD:dj  
Enclosures

CC: Mr. Yongman Roberts, P.E., St. Augustine Maintenance Engineer  
Mr. Jonathan Griffith, Project Manager and Grants Administer  
Mr. Nelson Bedenbaugh, Senior Project Manager  
Ms. Becky Williams, Production Management

**CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Palatka, Putnam County, Florida ("Agency").**

**-RECITALS-**

1. The term "Property" shall refer to certain real property located in Putnam County, Florida, owned by the Department and described as State Road 15/US 17 ("SR 15") as shown in Exhibit "A"; and
2. The term "Improvement" means and shall refer to the construction of a Bike Path/Trail on the Property having a beginning point of approximately 300 feet east of SR 15, running west for approximately two (2) miles and ending to the west side of Memorial Bridge, as more particularly shown in Exhibit "B"; and
3. The Agency has requested that the Improvement be constructed and the Department is amenable to this request pursuant to the terms and conditions of this Agreement; and
4. The Property is within or adjacent to the corporate limits of the Agency; and
5. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and
6. The Department shall construct the Improvement; and
7. The Improvement shall be located on the Property; and
8. The Agency shall operate, maintain, and repair the Improvement; and
9. By Resolution \_\_\_\_\_ dated \_\_\_\_\_, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "C".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. TERM**

The initial term of the Agreement shall be for a period of one (1) year from the Effective Date. The Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

**4. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **5. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **6. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **7. PROJECT MANAGEMENT**

The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

#### **8. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

#### **9. IMPROVEMENTS & MODIFICATIONS**

A. The Department may require the Agency to improve or modify the Improvement if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance & Repair" section hereof.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

#### **10. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

#### **11. MAINTENANCE OF TRAFFIC**

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

#### **12. REMOVAL**

A. The Department may require the Agency to remove the Improvement and restore the Department Property to such condition as required by the Department if the Department determines: (1) the Improvement is not maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) the Agency breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvement will benefit the Department in the conduct of its business. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

B. Removal and restoration shall be completed by the Agency in accordance with all applicable Governmental Law.

C. Should the Agency fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Agency's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

#### **13. PERMISSIVE USE**

This Agreement creates a permissive use only and neither the granting of permission to use the Department Property or the Improvement on or within the Department Property shall operate to create or vest any property right to or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Department Property by virtue of the execution, operation, effect or performance of this Agreement.

#### **14. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either

through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **15. DUE DILIGENCE & WARRANTIES**

A. All due diligence requirements related to the Agency's negotiation, execution and performance of this Agreement are the sole responsibility of the Agency.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Department Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Department Property; and (2) merchantability or fitness for a particular purpose.

#### **16. PAYMENT**

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

#### **17. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2014). The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

#### **19. NOTICE**

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Youngman Roberts, P.E.  
St. Augustine Maintenance Engineer  
3600 DOT Road  
St. Augustine, Florida 32284

- and -

Florida Department of Transportation  
Attention: Chief Counsel District Two  
1109 South Marion Avenue, Mail Station 2009  
Lake City FL 32025

Agency: The Honorable Vernon Myers, Jr., Mayor  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

Agency agrees that if it fails to notify Department by certified mail of any changes to its notification address, Agency shall have waived any defense based on Department's failure to notify Agency.

**20. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

**21. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

**22. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

**23. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

**24. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**25. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

**26. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

**27. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

**28. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

**29. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

**30. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

**31. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

**32. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

**33. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, Agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

**34. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**35. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

**36. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbalim and made part of this Agreement, to wit:

"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 is 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 1 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 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of twelve (12 pages).

**Florida Department of Transportation**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**City of Palatka**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for Agency



Financial Project Id. No. 210031-7-58-01  
Federal Id. No. 3751-011-1  
Project Description Bike Path/Trail East of US 17 to West Side of Memorial Bridge  
On System Department Construct Agency Maintain

EXHIBIT "A" Cont.

SR 15 (US 17) Bike Path/Trail east of US 17 to the west side of Memorial Bridge.

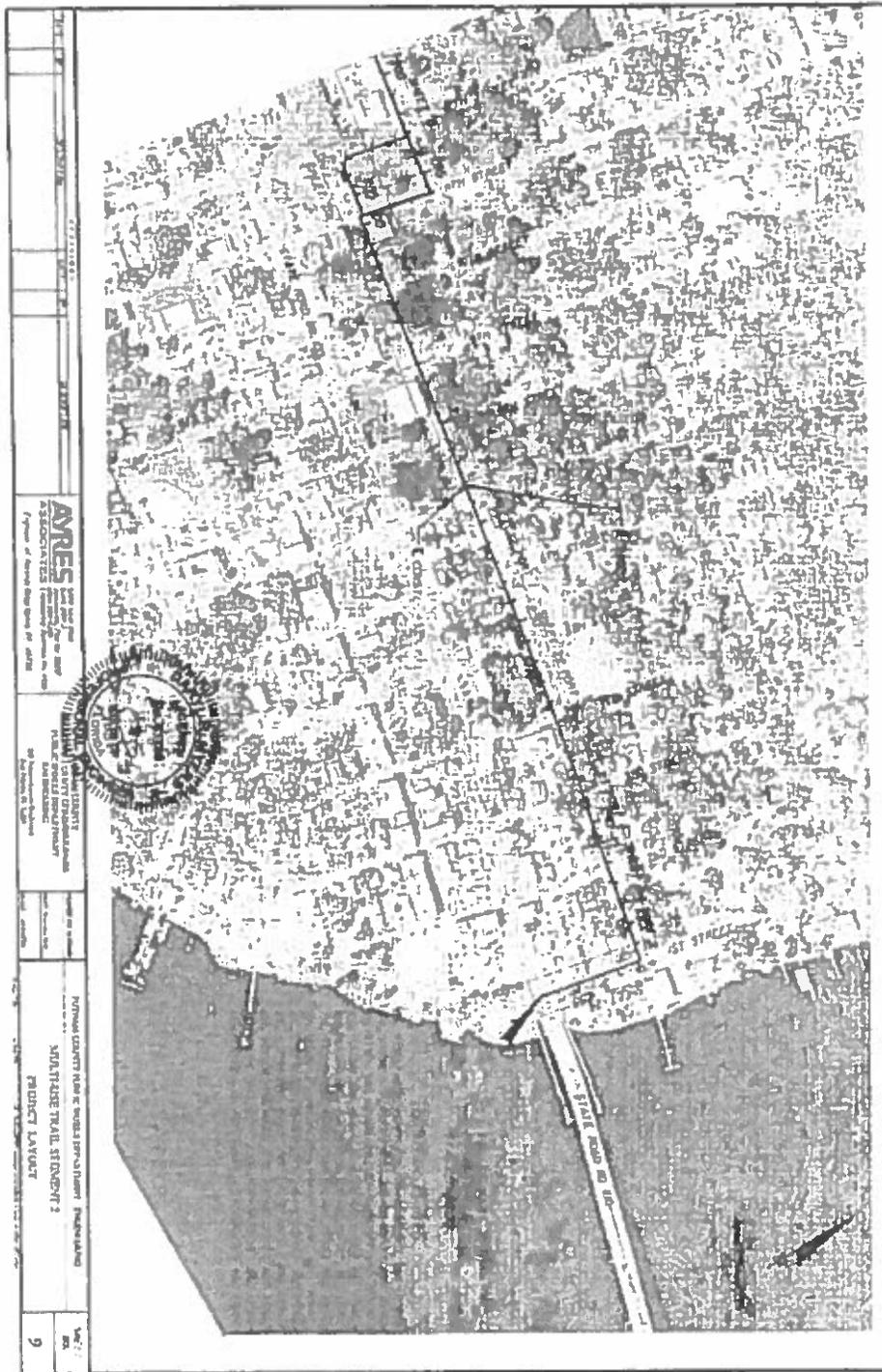


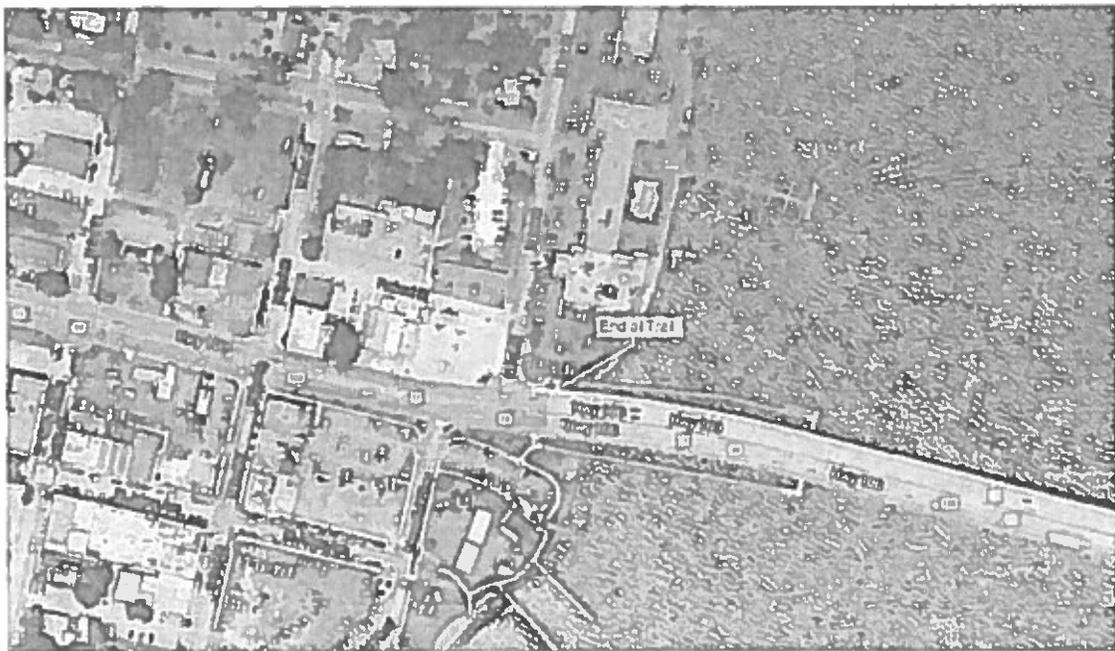
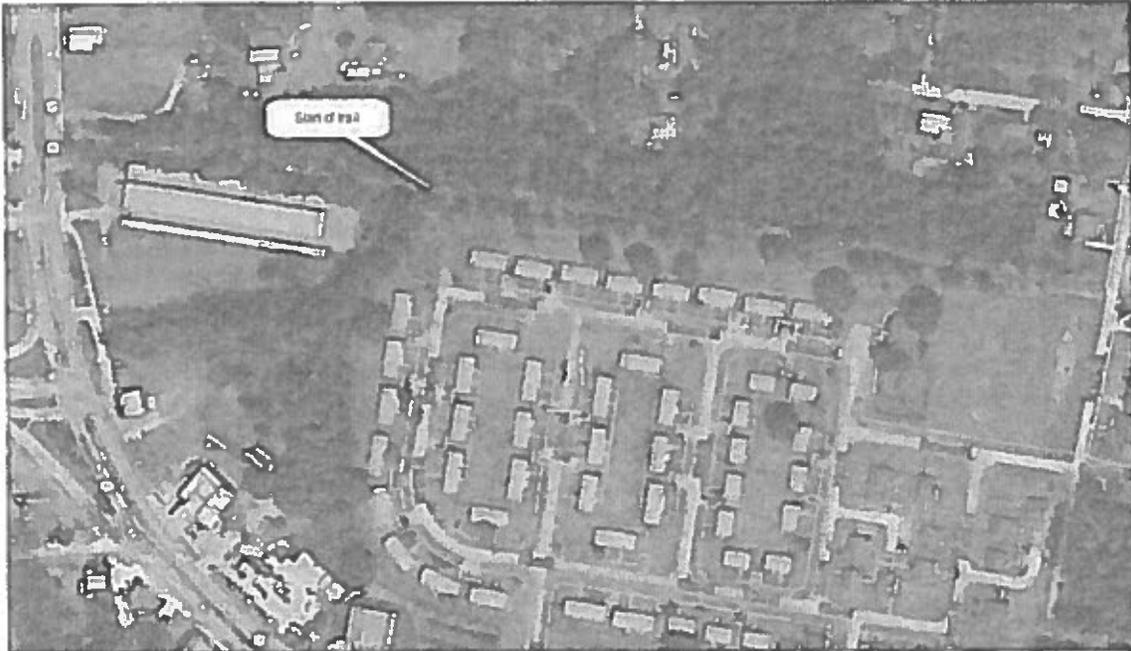
EXHIBIT "A" Cont.

SR 15 (US 17) Bike Path/Trail east of US 17 to the west side of Memorial Bridge.



**EXHIBIT "B"**

**SR 15 (US 17) Bike Path/Trial East of US 17 to the West Side of Memorial Bridge.**



Financial Project Id. No. 210031-7-58-01  
Federal Id. No. 3751-011-1  
Project Description Bike Path/Trial East of US 17 to West Side of Memorial Bridge  
On System Department Construct Agency Maintain

**EXHIBIT "C"**  
**(RESOLUTION)**

*Agenda  
Item*

*3b*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2014-10-139** accepting the Price Martin Community Facility USDA Grant improvements as completed and providing certification of completion to USDA

**SUMMARY:**

The City recently authorized additional work under the City's United States Department of Agriculture (USDA) Community Facility Grant. Phase I included the renovation of both bathrooms and a water closet. Phase II included the installation of a dumpster enclosure at 100% grant funding.

The work, performed by Synergy Construction, LLC, has been satisfactorily completed and certified by Robert Taylor, AIA. In order to close the grant out the City must pass a resolution accepting the work as completed.

**RECOMMENDED ACTION:**

**Adopt the resolution accepting the Price Martin Community Facility USDA Grant work as completed and providing certification to USDA**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Certification Letter	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	10/30/2014 - 8:03 AM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 12:12 PM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 12:16 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:11 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:40 AM

**RESOLUTION No. 2014 – 10 -**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
ACCEPTING THE PRICE MARTIN COMMUNITY FACILITY  
GRANT PROJECT IMPROVEMENTS AS COMPLETED AND  
PROVIDING CERTIFICATION OF COMPLETION TO THE  
UNITED STATES DEPARTMENT OF AGRICULTURE**

**WHEREAS**, the City of Palatka entered into a Community Facility Grant Agreement with the United States Department of Agriculture (USDA) for ADA restroom renovations and the construction of a dumpster enclosure (the PROJECT); and

**WHEREAS**, the Robert E. Taylor, AIA has certified the PROJECT; and

**WHEREAS**, the City desires to provide certification to the USDA to effectively closeout the grant.

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

1. The City of Palatka certifies the work and accepts the Project as completed; and
2. The City Manager is specifically authorized to execute any and all documents necessary to close out the grant.

**PASSED AND ADOPTED** by the Palatka City Commission this 20<sup>TH</sup> day of November, 2014.

**CITY OF PALATKA**

\_\_\_\_\_  
**By: Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**CITY ATTORNEY**

Robert E. Taylor  
AIA Architect PA

710 St. Johns Ave  
PO Box 267  
Palatka, Florida 32177

Robert E. Taylor, Architect  
Fl. Corp Registration No. AAC000589  
GA Registration No. RA007674  
NCARB No. 40804

29 October 2014

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

**SUBJECT:** Dumpster Enclosure for  
Price-Martin Community Center  
220 North Eleventh Street  
Palatka, Florida  
Architect's Project No. 1409

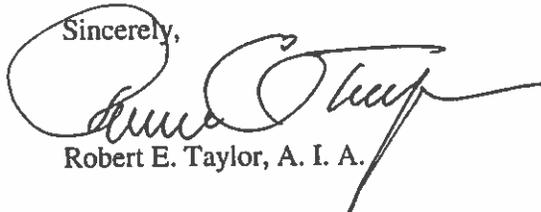
Ms. Manning:

As the Architect of Record for Subject Project, we hereby certify, to the best of our knowledge, information and belief that all work performed in connection with the USDA Rural Housing Service, Community Facilities Grant Agreement dated 03-16-2012 as additional services to use remaining funds was performed in compliance with all local, state, and federal laws, including the 2010 Florida Building Code.

We have attached copies of the Certificate of Completion issued by the City of Palatka Building Department, the Authority having jurisdiction over this project, validating that all the plans were reviewed and approved and that the work performed was completed in compliance with the Building Code.

If you have any questions, please call.

Sincerely,



Robert E. Taylor, A. I. A.

ec: Ms. Rebecca Manning Mr. Ernie Erxleben Mr. Vernon Myers, Jr. Mr. Michael Czymbor  
Mr. Jonathan Griffith Ms. Betsy Driggers Mr. Donald Holmes Mr. Jeff Rawls

Phone  
386 325-7341

Fax  
386-325-0608

Web Address  
[www.ret-tbd.com](http://www.ret-tbd.com)

E-mail  
[taylor@ret-tbd.com](mailto:taylor@ret-tbd.com)



# *Agenda Item*

*3c*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2014-10-140** authorizing the execution of FEMA 1785-43-R Grant Agreement Modification to amend the project budget from \$284,372.00 to \$445,494.00 (\$334,121.00 Federal share,\$111,373.00 City share)

**SUMMARY:**

The total contract cost for construction was \$370,394.00. During construction the contractor experienced minor setbacks that were initially addressed in the field and did not impact the project schedule or cost. At about 75 % completion the contractor encountered three (3) AT&T duct banks on St. Johns Avenue. A conflict structure was necessary to complete the work at the intersection of 8th St. and St. Johns Avenue. The added cost for this work is \$41,574.92. This also includes some minor concrete work that was overlooked in the construction documents. FEMA has granted a modification to the grant amount to account for this change order. you will notice that this modification includes funding already approved by the City under a previous modification. FEMA staff has requested that both modifications be included as one. See attached a Grant Agreement Modification amending the federal share from \$213,279 to \$334,121.00 and the City share from \$71,093.00 to \$101,848.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the execution of FEMA 1785-43-R Grant Agreement Modification to amend the project budget from \$284,372.00 to \$435,969.00.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> FEMA Contract Modification	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	11/10/2014 - 4:32 PM
City Clerk	Driggers, Betsy	Approved	11/12/2014 - 11:38 AM
City Manager	Czymbor, Michael	Approved	11/12/2014 - 11:52 AM
Finance	Reynolds, Matt	Approved	11/14/2014 - 11:10 AM
City Clerk	Driggers, Betsy	Approved	11/14/2014 - 11:13 AM

**RESOLUTION No. 2014-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXECUTION OF FEMA 1785-43-R  
MODIFICATION TO SUBGRANT AGREEMENT RELATED TO  
THE ST. JOHNS AVENUE AND OAK 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 8<sup>th</sup> Street to 7<sup>th</sup> Street then South along 7<sup>th</sup> Street to Oak Street (the PROJECT); and

**WHEREAS**, the total PROJECT cost was estimated at \$284,372; and

**WHEREAS**, the actual total PROJECT cost is \$445,494; and

**WHEREAS**, the City deems it reasonable and necessary to execute a modification to the FEMA 1785-43-R Subgrant Agreement for the St. Johns Avenue and Oak 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 1785-43-R Subgrant Agreement amending the total project cost from \$284,372 to \$445,494 for the St. Johns Avenue and Oak Street drainage improvements project.
2. That the revenues of the City of Palatka Better Place Plan Fund for the Fiscal Year 2014-2015 Budget is amended as follows:

<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
101-00-334-1-3005	FEMA 1785-43-R	<u>\$92,599</u>	<u>\$ 91,330</u>	<u>\$183,929</u>
<b>TOTAL REVENUES AMENDED:</b>		<b>\$92,599</b>	<b>\$ 91,330</b>	<b>\$183,929</b>

3. That the expenditures of the City of Palatka Better Place Plan Fund for the Fiscal Year 2014-2015 Budget is amended as follows:

<b>EXPENDITURES:</b>	<b>Last</b>	<b>Recommended</b>	<b>As</b>
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Contract Number: 11HM-3E-04-64-02-015

Project Number: 1785-43-R

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

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This Modification Number Three 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-04-64-02-015, 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 \$213,279.00, in Federal Funds; and

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

WHEREAS, the Agreement expired on April 30, 2014; and

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

WHEREAS, the Division and the Recipient desire to increase the Federal Funding under the Agreement by \$120,842.00.

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:

**(3) 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 \$120,842.00, for the maximum amount payable under the Agreement to \$334,121.00 (Three Hundred Thirty-Four Thousand, One Hundred Twenty-One 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 \$334,121.00, 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 3<sup>rd</sup> 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:

**(11) 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. 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.
8. 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.
9. 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: \_\_\_\_\_

**Attachment A**  
**(3<sup>rd</sup> Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work (SOW) is to provide protection to Oak Street and St. Johns Avenue in the City of Palatka; funded through the Hazard Mitigation Grant Program (HMGP) DR-1785-43-R, as approved by the Division and the Federal Emergency Management Agency (FEMA). The project will protect the surrounding properties and infrastructure from future flooding, which historically experience frequent flooding.

The City of Palatka (Recipient) 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 OVERVIEW:**

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

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

Phase II – Construction will involve the installation of new drainage structures and pipes that have been sized to reduce the duration and elevation of the floodwaters. The completed project will minimize or eliminate future structural damage and will protect residents from harm's way during future flood events, and alleviate flooding for up to 10-year storm events.

**Location/Boundaries:** the intersection of Oak Street and 7<sup>th</sup> Street; the intersection of St Johns Avenue and 7<sup>th</sup> Street; and the intersection of 8<sup>th</sup> Street and St. Johns Avenue (29.647360, - 81.635555). Bound by the railroad to the West, Reid Street to the North, Sixth Street to the East and Laurel Street to the South; area is highly developed with mixed use and commercial properties, City of Palatka, Putnam County, Florida 32177.

**TASKS & DELIVERABLE:**

**A. Tasks**

- 1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities will contain sufficient source documentation and be in accordance will all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient will provide documentation demonstrating the results of the procurement process. This will include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient will provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors will be provided to the Division by the Recipient.

The Recipient will provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Recipient shall monitor and manage involve the installation of new drainage structures and pipes that have been sized to reduce the duration and elevation of the floodwaters. The completed project will minimize or eliminate future structural damage and will protect residents from harm's way during future flood events, and alleviate flooding for up to 10-year storm events.

The project will be in accordance with sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities will be completed by a qualified and licensed Florida contractor. All construction activities will be monitored by a qualified engineer. The Recipient must complete the project in accordance will all required permits. All work will be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient will schedule and participate in a final inspection of the completed project by the local building official or other approving official, as applicable. Any deficiencies found during this final inspection will be corrected by the Recipient prior to Recipient's submittal of the final inspection/closeout request to the Division.

Upon completion of Task 2, the Recipient will submit (two) final copy (signed and sealed) 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 permits, notice of commencement, and compliance;
  - b) Local Building Official Inspection Report and Final Approval, as 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 applicable codes;
  - d) Proof of compliance with Project Requirements and Conditions contained herein;
  - e) Photographs (color) of completed project sites.
- 3) During the course of this agreement the Recipient is required to submit requests for reimbursement. Adequate and complete source documentation is required to be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient must maintain accurate time records. The Recipient must ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation must agree with the requested billing period. All costs submitted for reimbursement must contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Recipient will pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient will ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The Division will review all submitted requests for reimbursement for basic accuracy of information. Further, the Division will ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division will verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, will be conducted by the Division in coordination with the Recipient. Quarterly reports must be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement will include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement should include the final construction project cost. Supporting documentation must show that all contractors and subcontractors have been paid.

## **B. Deliverables**

Mitigation Activities consist of drainage improvements with the installation of new drainage structures and pipes that have been sized to reduce the duration and elevation of the floodwaters. The completed project will minimize or eliminate future structural damage and will protect residents from harm's way during future flood events, and alleviate flooding for up to 10-year storm events.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient based on the percentage of overall project completion.

## **PROJECT REQUIREMENTS AND CONDITIONS**

### **A. Phase I –**

- 1) 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.

***Phase I conditions have been met and Phase II was approved April 23, 2012.***

## PHASE II

### B. Environmental

- 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), then 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, the Division and FEMA, *before starting project work* for compliance with Section 106, National Environmental Policy Act (NEPA) and other Laws and Executive Orders.
- 3) National Historic Preservation Act (NHPA): Per State Historic Preservation Office (SHPO), dated 10/18/11: If project activities involve street/road comprised of historic paving material, i.e.: brick, stone or stone curbs, the activities will have to be reviewed on a project-by-project basis. Careful removal and replacement of the brick around the intersections acceptable with no additional review; however, further review will be required if additional historic paving material is discovered. For project closeout, the Recipient must provide verification of compliance.
- 4) If any human remains or archaeological material is discovered, work shall cease immediately and all reasonable measures to avoid or minimize harm to the finds shall 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 contact the Florida Division of Historical Resources Review and Compliance Section within 24 hours of discovery. The Department of Homeland Security/FEMA Region IV Environmental Officer and the FDEM State Environmental Liaison Officer must also be notified by the Recipient for further guidance. Work in the vicinity of the discovery may not resume until FEMA and the FDEM have completed consultation with the State Historic Preservation Offices (SHPO), Tribes, and other consulting parties as necessary. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities must be notified in accordance with ***Florida Statutes, Section 827.05.***
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 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) 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.

**C. Engineering:**

- 1) For project closeout, the Recipient will submit
  - a) Final copy of the project's signed and sealed As-Built project plans/drawings (2 sets) and necessary supporting documentation, and summary of all contract scope of work changes, if any;
  - b) Letter of Completion from Engineer of Record: The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project was completed in conformance with the approved project drawings, specifications, scope, and codes;
  - c) Local Building Official Inspection Report and Final Approval, as applicable;
  - d) Photographs (color) of completed project sites.

**D. Programmatic:**

- 1) A change in the scope of work MUST be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) 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.
- 3) 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.
- 4) Any extension of the Period of Performance must be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension must be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) 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.
- 6) For project closeout, the Recipient must provide verification of compliance of above conditions and requirements.

**E. Financial Consequences:**

If the Recipient fails to comply with any term of the award, the Division shall 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 1785-43-R, is funded under HMGP-1785-DR-FL.

The project began on **February 1, 2009**, for Pre-Award Costs awarded by FEMA on August 24, 2010; the Sub-grantee Agreement was executed on November 10, 2010, and the Period of Performance (POP) for this project shall end on **April 30, 2015**.

**Schedule of Work**

**Phase I –**

Design, Engineering, Permitting and Survey: 20 Months

**Phase II**

State Contracting Process: 3 Months

Bidding and Contracting: 3 Months

Construction: 24 Months

Final Inspection: 3 Months

Weather Delays: 3 Months

**Total Period of Performance: 56 Months**

**BUDGET**

**Line Item Budget\***

<u>Phase I</u>	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Fees: Pre-Award** –			
Design, Permitting, Survey	\$38,100.00	\$28,575.00	\$9,525.00
<b><u>Phase II</u></b>			
Materials:	\$384,574.00	\$288,431.00	\$96,143.00
Labor:	\$22,820.00	\$17,115.00	\$5,705.00
<b>Phase II Sub-total:</b>	<b>\$407,394.00</b>	<b>\$305,546.00</b>	<b>\$101,848.00</b>
<b>Total Project Cost:</b>	<b>\$445,494.00</b>	<b>\$334,121.00</b>	<b>\$111,373.00</b>

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*\*\*Pre-Award cost in the amount of \$38,100 incurred by the sub-grantee with a commencement date of February 1, 2009.*

**Funding Summary**

Federal Share:	\$334,121.00	(75%)
Local Share:	\$111,373.00	(25%)
<b>Total Project Cost:***</b>	<b>\$445,494.00</b>	<b>(100%)</b>

*\*\*\*The project cost is inclusive of administrative cost.*

*Agenda  
Item*

*3d*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2014-10-141** authorizing a change order with S.E. Cline Construction, Inc. in the amount of \$375,000 for floating dock construction (Phase III Riverfront Improvements)

**SUMMARY:**

The City advertised an Invitation to Bid 14-006 on April 1, 2014. five (5) sealed competitive bids were received on May 14, 2014 at 3:00 pm with the lowest apparent bidder being S.E. Cline Construction, Inc. This project is funded through Florida Fish and Wildlife Conservation Commission (FWC) Florida Boating Improvement Grant. The City awarded the launch and parking construction scope in June of 2014. As you are aware, the contractor experienced setbacks due to unforeseen submerged debris. As a result of Phase II (Southern Riverfront Parking and Boat Launch) costs the available budget for Phase III (Floating docks) is less than originally estimated. See the attached spreadsheet which details expenditures and revenues for each phase. Available revenues for Phase III total \$428,950. However, staff does not suggest using the full amount, as it essentially zeros out the Better Place Fund balance. Any unforeseen cost overruns from various ongoing construction projects could result in a negative fund balance. For this reason staff has worked with S.E. Cline to identify an alternative to the original Bellingham concrete docks specified. The cost to construct a concrete dock is estimated \$408,000. This does not leave much room to deal with any unforeseen conditions and would deplete the Better Place Fund balance. The Contractor and Bellingham have proposed a new line of floating wood docks constructed by Bellingham. I visited Trout Creek Fish Camp and inspected a similar product and was pleased with the quality. With that said, the should not expect the durability and lifespan of a concrete dock out of the wood product. Following their purchase of the company that installed the docks at Trout Creek Fish Camp Bellingham made modifications to the engineering to account for wave action and UV exposure. Staff is seeking authorization of the proposed change order to increase the contract amount by \$375,000 for the construction of a twenty (20) slip floating dock. Staff is also seeking direction from the commission on which product to ultimately install.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing a change order with S.E. Cline Construction, Inc. in the amount of \$375,000 for floating dock construction (Phase III Riverfront Improvements)**

**ATTACHMENTS:**

Description	Type
D Change Order Resolution	Resolution
D Resolution awarding bid	Resolution
D Bid Tabulation	Backup Material
D Riverfront Budget Update	Backup Material
D Timber Floating Dock Estimate	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	11/10/2014 - 5:16 PM

**RESOLUTION No. 2014**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING A CHACNGE ORDER WITH S.E. CLINE  
CONSTRUCTION, INC. IN THE AMOUNT OF \$375,000 FOR FOR  
FLOATING DOCK CONSTRUCTION**

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

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

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

**WHEREAS**, the City awarded a contract to Cline Construction in the amount of \$1,272,341.51; and

**WHEREAS**, the City desires to authorize Phase III of the Riverfront Improvements; and

**WHEREAS**, the City has met with Cline Construction, Inc. and negotiated a limited scope for the construction and installation of twenty (20) floating slips (the Project) in an amount not to exceed \$375,000.

**WHEREAS**, the City deems it reasonable and necessary to authorize the Change Order with S.E. Cline Construction, Inc. for said Project.

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

1. That the Palatka City Commission authorizes the Change Order to construct and install twenty (20) floating slips with S.E. Cline Construction, Inc.
2. That the City Manager and City Clerk are hereby authorized to execute and attest the S.E. Cline Construction, Inc. Change Order in an amount not to exceed \$375,000.
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 20th day of November, 2014.

**CITY OF PALATKA**

\_\_\_\_\_  
By: Its MAYOR

**ATTEST:**

**RESOLUTION No.**

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

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

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

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

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

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

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

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

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

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

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



City of Palatka  
Bid Opening

Date May 14, 2014

Job Title Southern Riverfront Park Improvements

Opened by: Betsy Driggers/Jonathan Griffith

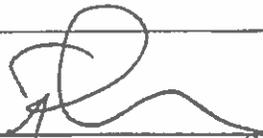
Engineer Rudd Jones, P.E.

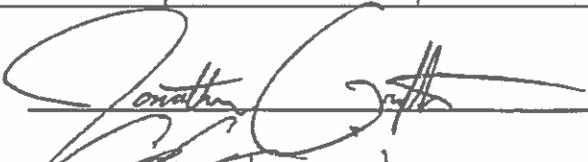
Read by: Betsy Driggers/Jonathan Griffith

3

Proposer's Name	Acknowledge Addendum?		upland imp.	Marine	
1. BGO, Inc. Jacksonville	1 orig. 5 copies		3,460,329. <sup>70</sup>	1,610,549. <sup>70</sup>	1,849,780. <sup>00</sup> 2,114,820. <sup>00</sup>
2. SE Cline Palm Coast	1 orig. 5 copies Site imp.		1,528,181. <sup>35</sup>		
3. SE Cline Palm Coast	1 orig. 5 copies Marine imp.		1,168,325. <sup>00</sup>	alt 1 1,412,325. <sup>00</sup>	
4. Hager Construction Jacksonville	1 orig. 5 copies			alt 1 1,449,436. <sup>75</sup>	alt 1 1,841,767. <sup>50</sup> 1,985,790. <sup>00</sup>
5. PCS Const. Jacksonville	1 orig. 5 copies			1,490,439. <sup>00</sup>	—
6. Sabourji Construction Ormond Beach	M. Khazreh				alt 1 1,388,248. <sup>00</sup> 1,538,088. <sup>00</sup>
7.					

Witnesses:

  
April D. Campbell

  
Jonathan Griffith  
M. Khazreh

**Phase I Expenses**

<b>Cost</b>	<b>Description</b>
-\$56,000.00	Fred Fox Grant Administration
-\$1,011,926.72	Cline Contract
-\$25,000.00	Preston Overrun
-\$14,781.24	Cline Change Order #1
-\$50,851.28	Floating Docks
-\$6,600.00	FPL Conversion Costs Phase 1A
-\$16,640.84	Initial FPL Conversion Costs 1B
-\$32,268.20	City Utility Upgrades
-\$900.60	City Utility Upgrades
-\$1,250.00	Designs Repainted Clock
-\$8,400.00	Preston Fountain Change Order
-\$709.44	Additional Conduit
-\$2,400.00	Southern Directional Boring
-\$9,195.79	Landscape Change Order for Phase
-\$2,300.00	Preston Electric Irrigation and Lighting Timers
-\$916.80	FPL Engineering Deposit
-\$4,593.20	AT&T Conversion
-\$2,021.00	Resurface alleyway behind Angel's
-\$43,856.10	FPL Conversion Costs Phase 2
<b>-\$1,290,611.21</b>	<b>Total</b>

**PHASE II Southern Riverfront Boat Ramp and Parking  
Expenses**

Date	Amount	Description/Name/Inv#/PO
2013 Expenses	\$39,278.32	Engineering
2/18/2014	\$3,112.50	architectural services Vend: SMITH MCCRARY ARCHITECTS, INC Inv: 1-PALATKACONC P/O: 42583
2/25/2014	\$4,000.00	1.00 ENGINEERING
3/18/2014	\$100.00	1.00 southern riverfront improvement permit fee Vend: ST JOHNS RIVER WATER MNGT Inv: 03182014
4/1/2014	\$85.33	1.00 riverfront improvements
4/10/2014	\$13,870.00	construction admin riverfront park, pier and launch improvements Vend: RUDD JONES P E & ASSOCIATES, PA Inv: 7 P/O: 43028
5/15/2014	\$75.78	1.00 SUPPLIES
6/19/2014	\$23,935.00	construction admin riverfront park, pier and launch improvements Vend: RUDD JONES P E & ASSOCIATES, PA Inv: 8 P/O: 43028
7/10/2014	\$1,158.08	1.00 removal of light at 301 River St@invoice #1800064154 Vend: FLORIDA POWER & LIGHT Inv: 1800064154 P/O: 43721
7/10/2014	\$64.20	1.00 city dock
7/15/2014	\$1,545.30	removal of light at 301 River St@invoice #1800064154 Vend: FLORIDA POWER & LIGHT Inv: 1800065603 P/O: 43721
7/15/2014	\$195.00	1.00 HAY
7/17/2014	\$111,767.65	southern riverfront and boat ramp improvements Vend: S E CLINE CONSTRUCTION Inv: APP#1 P/O: 43770
7/17/2014	\$95.00	1.00 HAY
7/22/2014	\$120.00	1.00 city dock
7/24/2014	\$2,787.50	construction admin riverfront park, pier and launch improvements Vend: RUDD JONES P E & ASSOCIATES, PA Inv: 9 P/O: 43028
7/24/2014	\$98,981.19	southern riverfront and boat ramp improvements Vend: S E CLINE CONSTRUCTION Inv: APP2 P/O: 43770
8/5/2014	\$59,201.10	southern riverfront and boat ramp improvements Vend: S E CLINE CONSTRUCTION Inv: PAY3 P/O: 43770
8/21/2014	\$1,717.50	architectural services Vend: SMITH MCCRARY ARCHITECTS, INC Inv: 2-PALATKACONC P/O: 42583
8/21/2014	\$16,497.00	PILINGS AND RAMP MATERIALS
8/21/2014	\$37,329.30	southern riverfront and boat ramp improvements Vend: S E CLINE CONSTRUCTION Inv: 4 P/O: 43770
8/26/2014	\$6,555.78	rip rap stone
8/26/2014	\$8,166.42	rip rap stone
8/26/2014	\$4,944.96	rip rap stone
8/26/2014	\$365.29	1.00 construction fencing
9/4/2014	\$80,211.12	southern riverfront and boat ramp improvements Vend: S E CLINE CONSTRUCTION Inv: APP5 P/O: 43770
9/9/2014	\$75.00	1.00 NO TRESPASSING SIGNS
9/9/2014	\$1,256.00	1.00 riverfront chase pipe Vend: FERGUSON ENTERPRISES, INC Inv: 1353050 P/O: 44031
9/11/2014	\$894.28	1.00 SUPPLIES RIVERFRONT Vend: CITY ELECTRIC SUPPLY, INC Inv: PAL109044 P/O: 44111
9/11/2014	\$19,125.00	1.00 construction admin riverfront park, pier and launch improvements Vend: RUDD JONES P E & ASSOCIATES, PA Inv: 10 P/O: 43028
9/11/2014	\$62.26	1.00 SUPPLIES
9/15/2014	\$113,535.44	southern riverfront and boat ramp improvements Vend: S E CLINE CONSTRUCTION Inv: APP6 P/O: 43770
9/15/2014	\$60.00	1.00 city dock
9/18/2014	\$6,779.73	stormwater structures
9/18/2014	\$10,987.36	stormwater structures
9/18/2014	\$6,782.56	stormwater structures
9/18/2014	\$3,081.04	stormwater structures
9/18/2014	\$13,429.53	stormwater structures
9/18/2014	\$3,167.36	stormwater structures
9/18/2014	\$1,368.91	stormwater structures
9/18/2014	\$2,432.40	stormwater structures
9/18/2014	\$311.95	stormwater structures
9/18/2014	(\$1,824.00)	1.00 stormwater structures Vend: HANSON PIPE & PRODUCTS, INC Inv: 11130866 P/O: 43819
9/23/2014	\$417.75	1.00 wire for riverfront
9/25/2014	\$2,884.79	1.00 conduit pipe
9/25/2014	\$234.00	1.00 pipe for riverfront
9/25/2014	\$1,440.00	1.00 boat ramp lights
9/25/2014	\$720.18	1.00 rip rap stone
9/30/2014	\$165.40	1.00 09162014
10/9/2014	\$7,850.00	1.00 construction admin riverfront park, pier and launch improvements Vend: RUDD JONES P E & ASSOCIATES, PA Inv: 11
10/9/2014	\$149,341.92	1.00 app 7
10/14/2014	\$536.00	1.00 PIPE FOR RIVERFRONT
10/14/2014	\$274.46	1.00 SUPPLIES
10/21/2014	\$2,240.64	1.00 57 stone
10/21/2014	\$3,566.70	1.00 57 stone
10/21/2014	\$2,214.54	1.00 57 stone
10/21/2014	\$9,832.86	1.00 RIP RAP
10/23/2014	\$1,077.40	1.00 pipe for riverfront
10/23/2014	\$270.23	1.00 RIVERFRONT SUPPLIES Vend: CITY ELECTRIC SUPPLY, INC Inv: PAL109850 P/O: 44409
10/28/2014	\$283.96	1.00 MAXLITE
10/28/2014	\$208,149.16	boat ramp parking improvements Vend: S E CLINE CONSTRUCTION Inv: APP8 P/O: 44433
11/6/2014	\$285.00	1.00 light pole labor
	<b>\$1,089,469.13</b>	<b>subtotal</b>
		<b>Outstanding Encumbrances</b>
	\$8,897.50	Rudd Jones Construction Admin.
	\$264,520.45	S.E. Cline Construction

\$66,463.00	Bellingham Marine
\$9,838.40	Argos
\$14,538.50	S and S Precast
\$100.00	SIRWMD electrical
<b>\$364,357.85</b>	<b>subtotal</b>

**Outstanding Scope Changes**

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{ \$13,149.40 }	removal of aluminum handrail
\$18,750.00	marine unbilled changes ( 578 tons of gravel) and compaction and remove excess stone for temporary ramp)
	landscaping
	mitigation planting
	additional striping
	curb demo and repair
<b>\$5,600.60</b>	<b>subtotal</b>
<b>\$1,459,427.58</b>	<b>TOTAL</b>

Phase I - Northern Riverfront		Revenues	
Construction of three (3) parking lots, resurfacing of two (2) parking lots, resurfacing of Second St. ( Reid to St. Johns Ave.), St. Johns Avenue ( Second St. to Memorial Pkwy.) and First St ( St. Johns Ave. to Reid), demolition of building footers in redevelopment area 1 and River Center Site, construction of Northern Riverfront Park area	CDBG	\$750,000.00	
	HUD	\$250,000.00	
	FDOT	\$30,000.00	
	Better Place	110,000.00	
	CRA Central	\$210,000.00	
	FDOT TREES	\$30,000.00	
		<b>\$1,380,000.00</b>	<b>Total Revenues</b>
		1,035,800.00	Construction Estimate
		1,026,707.96	Original Contract Price
		<b>\$1,290,611.21</b>	<b>Actual Cost</b>

89,388.79

Phase II - Southern Riverfront		Revenues	
Construction of three (3) boat launch lanes, stormwater ponds, parking for truck and trailers, removal of overhead service lines, landscaping and park amenities	FWC FBIP	\$685,341.26	
	County	\$140,000.00	
	CRA Central	\$148,950.00	
	Better Place	\$485,136.32	
			<b>\$1,459,427.58</b>
		\$1,168,246.30	Construction Estimate
		\$1,272,341.51	Original Contract Price
		<b>\$1,459,427.58</b>	<b>Actual Cost</b>

(0.00)

Phase III- Floating docks		Revenues	
Construction of eighteen (18) floating transient slips and two (2) floating slips for the water taxis.	FWC FBIP	\$91,147.74	
	FDOT TAXI	\$65,000.00	
	Better Place	\$161,210.26	
	CRA Central	\$111,592.00	
		<b>\$428,950.00</b>	<b>Total Revenues</b>
		\$438,389.00	Construction Estimate
		\$375,000.00	Original Contract Price
		n/a	Actual Cost

53,950.00

Phase IV- Central Riverfront		Revenues	
Construction of laurel street parking lot, resurfacing of Memorial Parkway and Second Street and streetscaping	CDBG	\$750,000.00	
	Better Place		
		<b>\$750,000.00</b>	<b>Total Revenues</b>
		\$1,018,118.00	Construction Estimate
		n/a	Original Contract Price
		n/a	Actual Cost

#VALUE!

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Payment and Performance Bond	1	LS	\$ 2,911.00	\$ 2,911.00
2	Mobilization and Demobilization	1	LS	\$ 3,160.00	\$ 3,160.00
18	Aluminum Gangway 1- (30' X 6') @ Marina	1	LS	\$ 13,208.00	\$ 13,208.00
23	Pedestal with Power Connectors, Light and Hook-ups	8	EA	\$ 1,587.00	\$ 12,696.00
24	Fire House Power Pedestals	2	EA	\$ 820.00	\$ 1,640.00
25	Pedestal (Light only)	3	EA	\$ 975.00	\$ 2,925.00
26	Main Dock Electric System / Panels and Conduit and Wire System	1	LS	\$ 58,355.00	\$ 58,355.00
27	Emergency Floating Devices	3	EA	\$ 305.00	\$ 915.00
28	Floating Timber Marina Dock Construction	2,498	SF	\$ 67.25	\$ 167,990.50
29	14" Square FDOT Grade Pre-Stressed Concrete Piles (80') w/Pile Caps	17	EA	\$ 3,045.00	\$ 51,765.00
31	Wood Mooring Piles	8	EA	\$ 1,595.00	\$ 12,760.00
				<b>TOTAL</b>	<b>\$ 328,325.50</b>

**Bid Form**  
**City of Palatka**  
**Riverfront Park Boat Ramp and Marina Improvements**

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31	Wood Mooring Piles	8	EA	\$ 1,595.00	\$ 12,760.00
				<b>TOTAL</b>	<b>\$ 328,325.50</b>

Three Hundred Twenty Eight Thousand Three Hundred Twenty Five Dollars

Note: We feel there is an opportunity for a significant value engineering savings and we look forward to discussing these savings with the City of Palatka

# *Agenda Item*

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## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2014-10-142** awarding the bid for the purchase of police vehicles from AutoNation in the amount of \$106,018, and Beck Ford in the amount of \$274,392, and authorizing the purchase of said vehicles.

### **SUMMARY:**

On August 25, 2014 the City of Palatka distributed a Request for Proposals (RFP) for the purchase of eleven (11) new vehicles for the Police Department and one (1) new vehicle for the City Manager. The RFP was crafted to ensure competitive services and pricing.

On October 14, 2014 responses to the RFP were opened at City Hall in reference to the Police Departments 2015 vehicle proposal. The proposal requested bids for eight marked patrol cars with equipment, three administrative vehicles for detectives with equipment and one administrative vehicle for the City Manager.

The request for proposal letter outlined the vehicle specifications and equipment needs for each vehicle. Vendors were instructed to submit bids if they could meet or exceed Florida State Contract Pricing. A total of four vendors submitted bids. The vendors who submitted bids were AutoNation Chrysler Dodge Jeep, Beck Auto Group, Beck Ford and Gary Yeomans Ford.

Beck Ford submitted the cheapest bid for the eight marked vehicles (2015 AWD Ford Interceptor) with equipment for a total of \$274,392.00 or \$34,299.00 per vehicle. Beck Ford quoted cost based on the Florida Sheriff's Association's 2014/2015 vehicle Bid Costs.

AutoNation Chrysler Dodge Jeep holds the Florida State Contract pricing for the Dodge Charger. AutoNation Chrysler Dodge Jeep submitted the cheapest bid for the three administrative detective vehicles (2015 Dodge Chargers model LDDM48) with equipment for a total of \$81,099.00 or \$27,033.00 per vehicle. AutoNation Chrysler Dodge Jeep submitted the cheapest bid for the administrative vehicle for the City Manager (2015 Dodge Chargers model LDDM48) at a cost of \$24,919.00. The grand total for the purchase is \$380,410.00.

It is recommended the sale of the vehicles be awarded to the following vendors:

- Beck Ford - eight marked vehicles (2015 AWD Ford Interceptor) with equipment for a total of \$274,392.00.
- Auto Nations Chrysler Dodge Jeep for the three administrative detective vehicles and the administrative vehicle for the City Manager for a total of \$106,018.00

### **RECOMMENDED ACTION:**

**Adopt the resolution authorizing the purchase of eleven (11) Police Department vehicles and one (1) vehicle for the City Manager as described in attachment "A".**

### **ATTACHMENTS:**

**RESOLUTION No. 2014-10-xx**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AWARDING THE BID FOR THE PURCHASE OF POLICE DEPARTMENT VEHICLES TO AUTONATION IN THE AMOUNT OF \$106,013 FOR THE PURCHASE OF FOUR ADMINISTRATIVE VEHICLES AND TO BECK FORD IN THE AMOUNT OF \$274,392 FOR THE PURCHASE OF EIGHT PATROL VEHICLES.**

**WHEREAS**, on August 25, 2014, the Palatka Police Department issued an invitation to submit proposals for the purchase of eleven (11) vehicles for the Palatka Police Department and one (1) administrative vehicle for the City Manager; and

**WHEREAS**, upon review and comparison of the proposals received; it has been determined that AutoNation and Beck Ford have submitted the most responsive proposals for the vehicles; and

**WHEREAS**, the Palatka City Commission deems it reasonable to award portions of the bid to the following dealers, said vehicles to be financed through a lease/purchase agreement through a financial institution that will be determined based upon proposals which will be solicited via an RFP as follows:

- 1) \$106,018 for four 2015 vehicles from AutoNation, Pembroke Pines, FL
- 2) \$274,392 for eight 2015 vehicle from Beck Ford, Palatka, FL

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

Section 1: That the above recitals are true and correct and are incorporated herein by reference;

Section 2: That the bid(s) for the purchase of four police vehicles be awarded to AutoNation in the amount of \$106,018, and the purchase of eight vehicles be awarded to Beck Ford in the amount of \$274,392, more specifically detailed in Exhibit "A" which is attached hereto and incorporated herein by reference, for a total amount of \$380,410.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 20<sup>th</sup> day of November, 2014.

**CITY OF PALATKA**

\_\_\_\_\_  
By: Its MAYOR

## Palatka Police Department 2015 Vehicle Bids

Vendor	Vehicle Type	Qty	Individual Cost	Total Cost
Auto Nation Chrysler	2015 Dodge Charger Marked LDDE48	8	\$35,348.00	\$282,784.00
Auto Nation Chrysler	2015 Dodge Charger Admin LDDM48	3	\$27,033.00	\$81,099.00
Auto Nation Chrysler	2015 Dodge Charger Admin C/M LDDM48	1	\$24,919.00	\$24,919.00
Beck Auto Group	2015 Dodge Charger Marked LDDE48	8	\$34,827.00	\$278,616.00
Beck Auto Group	2015 Dodge Charger Admin LDDM48	3	\$27,764.00	\$83,292.00
Beck Auto Group	2015 Dodge Charger Admin C/M LDDM48	1	\$25,904.00	\$25,904.00
Beck Ford	2015 AWD Ford Interceptor	8	\$34,299.00	\$274,392.00
Gary Yeomans Ford	2015 AWD Ford Interceptor	8	\$37,178.46	\$297,427.68

*Agenda  
Item*

*3f*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2014-10-143 authorizing execution of Florida Department of Corrections Work Squad Contract for an additional DOC Work Squad/inmate crew**

**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.

The City wishes to contract with DOC for an additional work squad for maintenance and land management duties. The proposed additional DOC work squad will not have a negative impact on the budget as we will be using the appropriated funds from two vacant positions, one in the Cemetery Department and one in Maintenance Department, that will remain unfilled. We will evaluate the productivity and efficiency of the DOC squad over the next year to determine whether to fill the vacant positions or extend the DOC contract.

A contract is being developed by DOC and will be available for distribution prior to the meeting. Attached to this summary is the existing DOC Work Squad contract for the current inmate crew; the pending contract will contain the same provisions and the cost will be the same.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the City Manager and City Clerk's execution and attest of the Florida Department of Corrections Work Squad Contract for an additional DOC Work Squad Inmate Crew.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution (draft)	Resolution
<input type="checkbox"/> Existing Work Squad Contract	Attachment

**REVIEWERS:**

Department	Reviewer	Action	Date
City Manager	Czymbor, Michael	Approved	11/12/2014 - 4:30 PM
City Clerk	Driggers, Betsy	Approved	11/14/2014 - 10:51 AM
City Manager	Czymbor, Michael	Approved	11/14/2014 - 10:59 AM
Finance	Reynolds, Matt	Approved	11/14/2014 - 11:11 AM
City Clerk	Driggers, Betsy	Approved	11/14/2014 - 11:16 AM

**RESOLUTION NO. 2014-10-143**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST A FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD AGREEMENT TO PROVIDE ONE ADDITIONAL INMATE WORK SQUAD TO THE CITY OF PALATKA FOR A ONE-YEAR TERM BEGINNING NOVEMBER, 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 additional inmate work squad; and

**WHEREAS**, the Florida Department of Corrections desires to enter into a new Inmate Work Squad Contract with the City of Palatka to provide one additional inmate work squad to the City of Palatka for a term of one (1) year, anticipated to begin November, 2014 or later, for a term of one (1) year, with an option to renew for an additional year; and

**WHEREAS**, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka to enter into a contract agreement with Florida DOC for an additional Inmate Work Squad.

**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 for an amount not to exceed \$59,722.00 for the contractual use of one (1) additional inmate crew for the one-year term beginning November, 2014 or later.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of November, 2014.

**CITY OF PALATKA**

\_\_\_\_\_  
**By: Its MAYOR**

**ATTEST:**

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**

***CITY OF PALATKA***

This Contract is between the Florida Department of Corrections ("Department") and City of Palatka ("Agency") which are the parties hereto.

**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, *City of Palatka* is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

- A. This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1., a.

This Contract shall end at midnight one (1) year(s) from the effective date of this Contract.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

## II. SCOPE OF CONTRACT

### A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

### B. Description of Services

#### 1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide *one (1)* Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for *one (1)* Work Squad(s) of up to *five (5)* inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

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. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

**III. COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable *upon execution of the Contract*. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the *effective date of the Contract*. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Holly Harris, Accounts Payable  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177  
Fax: (386) 326-2741  
Email: [hharris@palatka-fl.gov](mailto:hharris@palatka-fl.gov)

**IV. CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Putnam Correctional Institution  
128 Yelvington Road  
East Palatka, Florida 32131  
Telephone: (386) 326-6800

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Phone: (850) 717-3681  
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Michael J. Czymbor, City Manager (**PLEASE VERIFY AGENCY INFORMATION**)  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177  
Telephone: (386) 329-0100

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

**V. CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

**VI. TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

**VII. CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

**AGENCY: CITY OF PALATKA**

SIGNED **DRAFT - DO NOT SIGN**  
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: \_\_\_\_\_

**Addendum A**

**Inmate Work Squad Detail of Costs for City of Palatka  
Interagency Contract Number WSXXX Effective XXXXX XX, 20XX**

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

		Per Officer Annual Cost	Total Annual Cost
<b>I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:</b>			
Officers Salary	# Officers: Multiplier	1	\$ 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
<b>TOTAL - To Be Billed By Contract To Agency</b>		<b>\$ 58,972.00</b>	<b>\$ 58,972.00</b>

\*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.)

		Number Squads	Total Annual Cost
<b>II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:</b>			
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.			
		1	\$ 750.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 750.00</b>

**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

\_\_\_\_\_

**Addendum A**

**Inmate Work Squad Detail of Costs for City of Palatka  
Interagency Contract Number WSXXX Effective XXXXX XX, 20XX**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

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

Per Unit Cost	Number of Units
	1

**TOTAL Operating Capital To Be Advanced By Agency**

Total Cost
\$ -
\$ -
\$ -

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

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

- Operating Capital - from Section IV.
- 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:**

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

Total Cost
\$58,972.00
\$750.00
\$59,722.00

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

**\$59,722.00**

**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 WSXXX Effective XXXXX XX, 20XX**

- 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*

*3g*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2014-10-144 supporting Joseph C. Diamond's nomination of the "Century Block" to the National Register of Historic Places (formerly known as the "100 Block")**

**SUMMARY:**

The four buildings of the Century Block, further described in the staff report and resolution, are an important historic resource to the City. The buildings are proposed for renovation by Mr. Diamond ("Riverfront Square Project") and National Register nomination not only provides recognition of these historic buildings but also the use of federal tax rehabilitation credits, which could substantively reduce the cost of renovations.

This application is supported by City Staff as well as the Palatka Historic Preservation Board.

**RECOMMENDED ACTION:**

**Adopt the resolution supporting the nomination of the Century Block buildings to the National Register of Historic Places**

**ATTACHMENTS:**

Description	Type
Resolution	Resolution

**REVIEWERS:**

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	11/5/2014 - 5:38 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 12:08 PM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 12:14 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:12 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:40 AM

RESOLUTION NO. 2014- \_\_\_\_

**A RESOLUTION OF THE CITY OF PALATKA SUPPORTING  
THE NOMINATION OF "THE CENTURY BLOCK" TO THE  
NATIONAL REGISTER OF HISTORIC PLACES**

**WHEREAS**, Objective A.1.4 of the City's Comprehensive Plan Future Land Use Element notes that the City shall ensure the protection of natural resources and historic resources; and

**WHEREAS**, Objective A.1.5 of the City's Comprehensive Plan Future Land Use Element notes that the City shall increase public awareness of the historic significance of the City and provide incentives to maintain and restore historically significant areas and structures within the City limits; and

**WHEREAS**, Policy A.1.5.1 of the City's Comprehensive Plan Future Land Use Element notes that historic resources shall be protected through designation as historic sites by the State or City; and

**WHEREAS**, Section 54-71 of the Municipal Code notes that the structures within the city provide visual evidence of the city's significant role in the economic, political and architectural development of northeast Florida, wherein the city for a substantial period in the 19th and 20th centuries occupied a prominent place in a regional tourist and industrial economy; and

**WHEREAS**, Section 54-71 of the Municipal Code notes that it is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of properties of historic, cultural and aesthetic merit are in the interest of the health, morals, prosperity and general welfare of the people of the city; and

**WHEREAS**, Section 54-71 of the Municipal Code notes that the City shall effect and accomplish the protection, enhancement and perpetuation of districts, structures and sites which represent distinctive elements of the city's cultural, social, economic, political and architectural history; and

**WHEREAS**, 107-109 North 2<sup>nd</sup> Street is significant as a Masonry Vernacular (brick) style structure that is one of the oldest commercial buildings in Palatka, built in 1885 shortly after the great downtown fire of 1884, and prior to its becoming vacant years ago the building hosted a variety of business,

including insurance, undertaking, and a construction company, and from the early years of the 20<sup>th</sup> century until mid-century, having Southern Bell Telephone and Telegraph Company as its most important occupant; and

**WHEREAS**, 111-115 North 2<sup>nd</sup> Street is significant as a Masonry structure built in 1916 with classical details such as ionic columns, arch recesses, and ornamental cornice with molding and dentils, being known as the Bailey Building and serving as offices for numerous businesses over the years, including the Southern Insurance Company, the Atlantic and Gulf Insurance Company, and the Putnam Loan and Savings Company in the 1920s; and

**WHEREAS**, 117-119 North 2<sup>nd</sup> Street is significant as an Italianate style masonry structure built in 1885 with one of the few original 19<sup>th</sup> century commercial entrances in the City, and serving as offices for numerous businesses over the years, including the Budington Grocery in 1912, North Florida Motors in the 1920s, and in the 1930s was occupied by the Loveland and Tanner real estate offices, Palatka Federal Savings and Loan, and the United Fund, inc., and the second floor of the building was traditionally used for apartments and was known as the Coquina Apartments; and

**WHEREAS**, 122-126 St. Johns Avenue is significant as an Italianate style masonry structure built in 1885 with arched window openings, quoins, and decorative brick corbelling beneath the cornice, and with significant interior detailing including pine floors, mouldings, glassed partition walls, and transom lights, and serving as offices for prominent physicians in the early part of the 19<sup>th</sup> century including J.C. Chandler (1912-1915) and D.Y. Rosborough and T.R. Beggs (1922-1925), and also hosting Eloise's and Lilly's beauty shops in the 1930s, and furthermore the significance of this building was determined in a 1992 letter by noted preservation consultant Paul Weaver in the findings that the building was eligible for individual listing on the National Register of Historic Places; and

**WHEREAS**, these buildings referenced above are collectively referred to as the Century block; and

**WHEREAS**, based on the architecture and history of the Century Block buildings; it is likely that the criteria found in Section 54-77(2) of the Municipal Code for designation of these buildings as a local and national historic district would be met, including the association with events that have made a

significant contribution to the broad patterns of our history, the association with the lives of persons significant in our past, the embodiment of the distinctive characteristics of a type, period or method of construction, the representation or work of a master, the possessing of high artistic values, the representation of a significant and distinguishable entity whose components may lack individual distinction, or the yielding or likelihood of yielding information important in prehistory or history; and

**WHEREAS**, Section 54-76 of the Municipal Code notes that it is the duty of the Historic Preservation Board to advise the city commission concerning the effects of local governmental actions on resources designated or that appear to qualify for designation; and

**WHEREAS**, on October 14, 2011 the Palatka Historic Preservation Board unanimously voted to recommend to the City Commission the nomination of the Century Block to the National Register of Historic Places in a publicly noticed meeting; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA**, That the Palatka City Commission hereby fully supports the nomination of the Century Block buildings to the National Register of Historic Places.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 20<sup>th</sup> day of November, 2014.

**CITY OF PALATKA, FLORIDA**

**By:** \_\_\_\_\_  
**Its Mayor**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**CITY ATTORNEY**

# *Agenda Item*

*3h*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Appoint Butch M. Puryear to Palatka Code Enforcement Board as Alternate Member for the remainder of a three-year term to expire September, 2015**

**SUMMARY:**

An application for appointment to the Code Enforcement Board has been received from Butch M. Puryear, who resides in the City of Palatka. Mr. Puryear meets all qualifications to serve on this Board. He has been apprised of the duties, responsibilities and attendance requirements and states he can meet them. His application follows this summary.

**RECOMMENDED ACTION:**

**Appoint Butch M. Puryear to the Palatka Codes Enforcement Board for the remainder of a term to expire September, 2015.**

**REVIEWERS:**

Department	Reviewer	Action	Date
	Driggers, Betsy	Approved	11/14/2014 - 10:38 AM

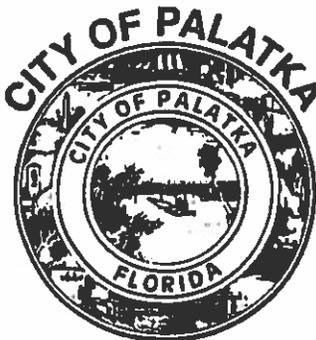
VERNON MYERS  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

PHIL LEARY  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



MICHAEL J. CZYMBOR  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

MATTHEW D. REYNOLDS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

I wish to apply for appointment to the Code Enforcement Board.  
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Butch M Puryear (Must be at least 18 yrs. old)  
Residence (911 Address) 6006 E 4th Manor Phone: 386-983-0886  
Business Name \_\_\_\_\_ Fax: \_\_\_\_\_  
& Address \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)

Preferred Mailing Address: 6006 E 4th Manor Palatka, FL 32177

E-mail: Butch.Puryear@gmail.com Daytime Phone: 386-983-0886

PROFESSIONAL QUALIFICATIONS (Include occupation - attach additional sheet if necessary)  
Real Estate Agent, Office manager @ law office.

#### OTHER COMMENTS OR INFORMATION:

AGREEMENT: by filing this document, I agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections within thirty (30) days of my appointment, and each year thereafter, covering my term of appointment.

[Signature] \_\_\_\_\_ DATE 8/21/14  
SIGNATURE OF APPLICANT

Applicants will be interviewed by the Palatka City Commission during regular public meetings.

# Agenda Item

3ú



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Approve Request Items for Special Event Permit No. 14-56, Palatka Main Street "3rd Friday Downtown Street Party" for regular occurrences through September, 2015. Specific dates for 2104 are November 21 and December 19, 2014. Dates for 2015 are January 16, February 20, March 20, April 17, May 15, June 19, July 17, August 21, and September 18, 2015 from 6:00 p.m. until 10 p.m. - Palatka Main Street, Inc./Charles Rudd, Applicant.**

1. Grant permission to exceed allowable noise levels throughout duration of event;
2. Grant permission to sell and consume alcoholic beverages throughout the event;
3. Allow closure of the 200, 300 and 400 blocks of St. Johns Avenue for the event.

**SUMMARY:**

Charles Rudd, Main Street Manager, has made application for this event, sponsored by Palatka Main Street, Inc. Although Class B special events can be approved by the Special Events Coordinator, this application requests to exceed allowable noise levels and the sales and consumption of alcoholic beverages, which must be approved by the Commission.

**RECOMMENDED ACTION:**

**Grant permission to exceed allowable noise levels and the sales and consumption of alcoholic beverages during the Palatka Main Street "3rd Friday Downtown Street Party" on November 21, 2014; December 19, 2014; January 16, 2015; February 20, 2015; March 20, 2015; April 17, 2015; May 15, 2015; June 19, 2015; July 17, 2015; August 21, 2015; and September 18, 2015 from 6:00 p.m. to 10:00 p.m.; and the closure of the 200, 300, and 400 block of St. Johns Avenue during these events.**

**REVIEWERS:**

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	11/5/2014 - 3:12 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 11:57 AM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 12:15 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:12 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:41 AM

APPLICATION # 14-22

(circle one below)

CLASS A PERMIT - Filing Deadline: 60 days prior to event

CLASS B PERMIT - Filing Deadline: 60 days prior to event

CLASS C PERMIT - Filing Deadline: 30 days prior to event

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Azula City Cruisers / Palatka Main Street

b. CONTACT PERSON Charles Rind TELEPHONE 376 322 0100 X 333

c. \_\_\_\_\_ FAX # \_\_\_\_\_

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

a. CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_

b. \_\_\_\_\_ FAX # \_\_\_\_\_

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Downtown "4th Cruise-In"

4. Saturday Downtown Cruise-In

5. DATE & HOURS OF DESIRED USE: Attached

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)

7. ROAD CLOSURES: St. Johns Ave from 9th to 10th Street

8. REQUEST FOR NOISE VARIANCE(Dates and Times): Attached

9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): n/a

10. ESTIMATE OF ANTICIPATED ATTENDANCE 100

11. NUMBER AND TYPE OF AUXILIARY VEHICLES EQUIPMENT n/a

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: \_\_\_\_\_ \$300.00- 1,001 to 80,000 in attendance per day
- b. CLASS B:  \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: \_\_\_\_\_ \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (17% Sales Tax)

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

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

**IMPORTANT INFORMATION**

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS. Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense ( including all costs and reasonable attorney's fees ) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitees and/or any other persons.

**ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109:** Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

**10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.**

DATE 10/6/14 SIGNATURE OF APPLICANT [Signature]

**APPROVED:**  
 [Signature] 11/5/14  
 SPECIAL EVENTS COORDINATOR DATE

[Signature] 10/23/14  
 CHIEF OF POLICE DATE

**RETURN TO:**  
 THAD CROWE  
 SPECIAL EVENTS COORDINATOR  
 205 N. 2<sup>nd</sup> Street  
 Palatka, FL 32177  
 (FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

# Agenda Item

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## CITY COMMISSION AGENDA ITEM

**SUBJECT:**

**Approve requested items for Special Events Permit No. 14-55, Azalea City Cruisers and Palatka Main Street "4th Saturday Downtown Cruise - In" for November, 2014 through September, 2015. Dates for 2014 are November 22 and December 27. Dates for 2015 are January 24, February 28, March 28, April 25, May 23; June 27, July 25; August 22; and September 26 from 5:00 p.m. to 8:00 p.m. - Palatka Main Street, Inc. /Charles Rudd, Applicant.**

1. Grant permission to exceed allowable noise levels throughout duration of event;
2. Close 900 Block of St. Johns Avenue for the event.

**SUMMARY:**

Charles Rudd, Main Street Manager, has made application for this regularly occurring event through September, 2015. Although some special events can be approved by the Special Events Coordinator, this application contains a request to exceed allowable noise levels, which must be approved by the Commission.

**RECOMMENDED ACTION:**

**Grant permission to exceed allowable noise levels and close the 900 block of St. Johns Avenue for the Azalea City Cruisers/Palatka Main Street "4th Saturday Downtown Cruise - In" on the 4th Saturday of November & December, 2014, and January, February, March, April, May June, July, August and September of 2015 (dates above listed) from 5:00 p.m. to 8:00 p.m.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> <a href="#">Special Events Permit No. 14-55</a>	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	11/5/2014 - 3:07 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 11:55 AM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 12:15 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:12 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:40 AM



# CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 10/23/2014 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: Downtown Cruise-in

Type of Event: Car Show

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

DT Car displays

Location of Event: 900 Block of St Johns Avenue

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

	Date	Day	Begin	End
Event Day 1	<u>Attnd</u>	_____	_____ AM/PM	_____ AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) \_\_\_\_\_ at (time) \_\_\_\_\_

Break down will be completed by (Date) \_\_\_\_\_ at (time) \_\_\_\_\_

Event Sponsor/Organization \_\_\_\_\_

Name of Promoter: \_\_\_\_\_ Tax Exempt No.: \_\_\_\_\_

**Fee Worksheet (to be completed by Special Events Coordinator)**

<b>"Class A" Event</b> Daily Fees (see fee schedule) Security Fees @ \$23/hr Officer Green Container Fees @ \$15/container Refundable Deposit \$500.00	<b>"Class B" Event</b> Daily Fees \$100.00/day Security Fees @ \$23/hr Officer Green Container Fees @ \$15/container Public Works Employees @ \$14.00/hr (no charge during normal working hours)	<b>"Class C" Event</b> Daily Fees \$50/day Security Fees @ \$23/hr/Officer Green Container Fee @ \$15/container
--	---	--

Special Events Permit Fees      \$ 100 Per day X 12 Days      \$ 1200.00

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

Fire Personnel      \$ 23.00 Per hour X \_\_\_\_\_ Hours      \$ /

Building Inspector      \$ 23.00 Per hour X \_\_\_\_\_ Hours      \$ /

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

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

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

Electrician Personnel      \$ 23.00 Per hour X \_\_\_\_\_ Hours      \$ /

Sanitation Equipment Fee

# Green Roll-Out Containers \_\_\_\_\_ X \$15.00 Per Container      \$ /

Additional Charges (List)

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)**

\$ 1,200.00

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

**APPLICANT INFORMATION:**

Name: Charles Runk  
Telephone: 386-365-0100 X333 Fax: \_\_\_\_\_ Cellular: 352-455-1150  
Address: P.O. Box 1054, P. Little, FL 32178

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_  
Address: \_\_\_\_\_

**Other Contacts/ Key Holders:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Estimated Peak Number of Participants (each day of event):  
Day 1 100  
Day 2 \_\_\_\_\_ Day 3 \_\_\_\_\_ Day 4 \_\_\_\_\_ Day 5 \_\_\_\_\_

Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: N/A

Number and proposed location of fire protection services: N/A

Inspection(s)- Date and time requested: N/A

Electrician Services- Date and time requested: N/A

Emergency medical services: Ambulance Locations(s) (note on site map): N/A

Number of EMS Personnel required: N/A

Number and proposed location for portable toilets: (note location on site map) N/A

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



City of Palatka  
 Planning Meeting  
 Pre-event Assessment List

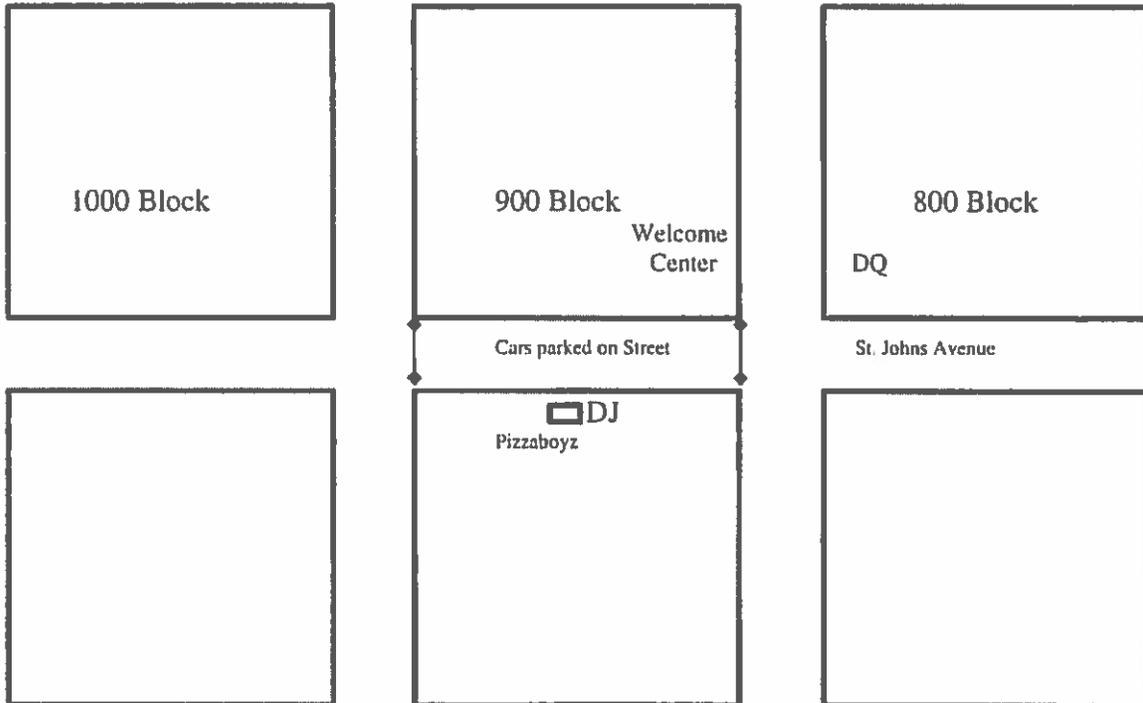
Addendum:

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
Event Day 1	10/25/14	Saturday	5pm	8pm
Event Day 2	11/22/14	Saturday	5pm	8pm
Event Day 3	12/27/14	Saturday	5pm	8pm
Event Day 4	01/27/15	Saturday	5pm	8pm
Event Day 5	02/27/15	Saturday	5pm	8pm
Event Day 6	03/27/15	Saturday	5pm	8pm
Event Day 7	04/27/15	Saturday	5pm	8pm
Event Day 8	05/27/15	Saturday	5pm	8pm
Event Day 9	06/27/15	Saturday	5pm	8pm
Event Day 10	07/27/15	Saturday	5pm	8pm
Event Day 11	08/27/15	Saturday	5pm	8pm
Event Day 12	09/27/15	Saturday	5pm	8pm

**Event Map**  
 Downtown Cruise-in

Reid/US17



# *Agenda Item*

**4**



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**RESOLUTION** amending the FY 2013-14 Budget through 9/30/2014

### **SUMMARY:**

The City budget is governed by Chapter 166.241 and 200.065, Florida Statutes. These Statutes provide that the total budget at the fund level, once approved, cannot be exceeded unless a supplemental budget appropriation is enacted by the City Commission.

The Finance Department is requesting the attached budget amendments due to on-going requests from department heads to shift money from one line to another as well as final year end budget corrections for grant, project and other various lines.

Included in these budget amendments is an amendment in the amount of \$1,631,249 to the "Transfer to Golf Course Fund" expenditure line in the General Fund as well as an offsetting amendment in the Golf Course Fund to the "Transfer from General Fund" revenue line. This budget amendment is to re-classify \$1,456,117 from a receivable asset account to an expenditure account in the General Fund. The opposite is occurring in the Golf Course Fund; a re-classification of the same amount from a liability account to a revenue account. The amount being reclassified is the amount of funds that the General Fund has advanced to the Golf Course Fund for the time period of FY2008-2009 to FY2012-2013. The amendment also includes the amount of operational deficit for FY2013-2014 which was \$175,132.

The yearly deficits in the Golf Course and Airport funds since FY2008-2009 have been booked as advances from other funds of the City, primarily the General Fund, instead of annual one-time transfers which are not meant to be repaid. This means that the Balance Sheet of the General Fund has shown the advanced amount as a receivable asset. This was done in the hopes that at some point in the future when the Golf Course and Airport funds became profitable again, they could repay the amount that had been advanced to them over the years. However, this has resulted in an ever increasing liability being shown for the Golf Course and Airport Funds which has caused the negative unrestricted net position of all four enterprise funds (Utility, Sanitation, Golf Course and Airport) to become larger than the unassigned fund balance of the General Fund.

The City's auditors cautioned City management that if this trend continued, the finding of a "deteriorating financial condition" may be included in the City's financial statements.

Attached are the Statement of Net Position for the Enterprise Funds as well as the Balance Sheet for the General Fund. By reclassifying the advance from the General Fund to the Golf Course Fund, the "Advances from other funds" under the Noncurrent liabilities section of the Statement of Net Position of the Enterprise Funds will be decreased which will allow the unrestricted net position of the Enterprise Funds to become a positive amount once again. On the Balance Sheet for the General Fund, the "Advances to Other Funds" under the Assets section will be decreased along with "Nonspendable" amount under the Fund balances. The unassigned fund balance will be unaffected by the reclassification.

At this time, City management is not recommending a reclassification of the advances to the Airport Fund. Once the two loans in the Airport Fund are paid off, the operations of the Airport will be self sustaining

and will be able to repay some or all of the amount that has been advanced.

It is important to note that the finding of a "deteriorating financial condition" by the auditors is contingent upon many different factors and is somewhat subjective in nature. The auditors assess many different factors during the annual audit and must make a determination whether they believe the City is to be classified as being in a "deteriorating financial condition." Thus, it is important that the City leadership and management remain vigilant in regards to the City's fiscal health.

**RECOMMENDED ACTION:**

**Staff recommends adoption of the Resolution amending the FY 2013-14 Budget for amendments through September 2014 in order to be in compliance with Florida Statutes.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Budget Amendment Resolution	Resolution
<input type="checkbox"/> Statement of Net Position and Balance Sheet	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	11/10/2014 - 8:59 AM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:42 AM
City Manager	Czymbor, Michael	Approved	11/12/2014 - 12:59 PM
Finance	Reynolds, Matt	Approved	11/12/2014 - 1:41 PM
City Clerk	Driggers, Betsy	Approved	11/13/2014 - 8:40 AM

**RESOLUTION No. 2014-10-xx**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AMENDING THE FY 2013-2014 BUDGET**

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2013-2014 budget.

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

1. That the revenues of the City of Palatka General Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
001-00-301-0-1007	BETTER PLACE BALANCE FORWARD	\$ -	\$ 787,846	\$ 787,846
001-00-301-0-1020	ADVANCE TO GOLF BALANACE FORWARD	\$ -	\$ 1,456,117	\$ 1,456,117
001-00-331-2-5504	USDA FIRE DEPT VEHICLES	\$ 76,000	\$ (76,000)	\$ -
001-00-369-3-1000	REFUNDS/REIMBURSEMENTS	\$ 23,000	\$ 4,968	\$ 27,968
001-00-383-0-1000	CAPITAL LEASE PROCEEDS	\$ -	\$ 520,700	\$ 520,700
001-00-384-0-1001	LOAN PROCEEDS-PD VEHICLES	\$ 520,700	\$ (520,700)	\$ -
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ 619,700</b>	<b>\$ 2,172,931</b>	<b>\$ 2,792,631</b>

2. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

<b>EXPENDITURES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Expenditure Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
001-07-521-1-1100	EXECUTIVE SALARIES	\$ 303,562	\$ (5,500)	\$ 298,062
001-07-521-1-1400	OVERTIME	\$ 103,320	\$ 2,000	\$ 105,320
001-07-521-3-3100	PROFESSIONAL SERVICES	\$ 35,856	\$ (15,100)	\$ 20,756
001-07-521-3-4030	TRAINING & SCHOOLING	\$ 27,972	\$ (2,000)	\$ 25,972
001-07-521-3-4320	ELECTRICITY	\$ 12,000	\$ (1,500)	\$ 10,500
001-07-521-3-4620	EQUIPMENT MAINTENANCE	\$ 8,400	\$ (3,000)	\$ 5,400
001-07-521-3-4630	VEHICLE MAINTENANCE	\$ 55,000	\$ 9,017	\$ 64,017
001-07-521-3-4640	RADIO MAINTENANCE	\$ 2,000	\$ (1,000)	\$ 1,000
001-07-521-3-4700	PRINTING AND BINDING	\$ 3,416	\$ (500)	\$ 2,916
001-07-521-3-5280	OPERATING SUPPLIES	\$ 43,739	\$ 19,877	\$ 63,616
001-07-521-3-5400	MEMBR,SUBSCRIPT,DUES	\$ 1,549	\$ (802)	\$ 747
001-07-521-6-6400	CAPITAL OUTLAY	\$ 45,108	\$ 3,476	\$ 48,584
001-08-522-6-6401	VEHICLE PURCHASE	\$ 152,000	\$ (142,500)	\$ 9,500
001-81-581-9-9140	TRANSFER TO GOLF FUND-BETTER PLACE	\$ -	\$ 1,631,249	\$ 1,631,249
001-81-581-9-9150	TRANSFER TO BETTER PLACE FUND	\$ -	\$ 787,846	\$ 787,846
001-81-581-9-9160	TRANSFER TO AIRPORT FUND	\$ -	\$ 199,916	\$ 199,916
001-82-581-9-9901	CONTINGENCY FOR GOLF COURSE FUND	\$ 76,613	\$ (76,613)	\$ -

001-82-581-9-9903	CONTINGENCY FOR AIRPORT FUND	\$ 99,108	\$ (99,108)	\$ -
001-83-581-9-9900	OPERATING CASH RESERVE	\$ 408,061	\$ (132,827)	\$ 275,234
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$ 1,377,704</b>	<b>\$ 2,172,931</b>	<b>\$ 3,550,635</b>

3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
005-00-389-2-8101	FAA TAXIWAY C REHAB	\$ -	\$ 14,476	\$ 14,476
005-00-389-2-8103	FAA NORTH APRON/TAXIWAY D 23-2013	\$ -	\$ 64,800	\$ 64,800
005-00-389-3-8902	FDOT GRANT SOUTH AIRPORT DRAINAGE	\$ 80,000	\$ (40,117)	\$ 39,883
005-00-389-3-8904	FDOT REDI HANGARS	\$ 400,000	\$ (340,252)	\$ 59,748
005-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$ -	\$ 199,916	\$ 199,916
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ 480,000</b>	<b>\$ (101,177)</b>	<b>\$ 378,823</b>

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

<b>EXPENDITURES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Expenditure Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
005-05-542-6-6292	SOUTH AIRPORT DRAINAGE AQS81	\$ 100,000	\$ (59,477)	\$ 40,523
005-05-542-6-6294	FDOT REDI HANGARS	\$ 400,000	\$ (340,252)	\$ 59,748
005-05-542-6-6295	NORTH APRON EXPANSION	\$ -	\$ 74,269	\$ 74,269
005-05-542-9-9900	CONTINGENCY/RESERVE	\$ (320,149)	\$ 224,283	\$ (95,866)
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$ 179,851</b>	<b>\$ (101,177)</b>	<b>\$ 78,674</b>

5. That the revenues of the City of Palatka Utility Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
041-00-389-4-1200	SJRWMD GRANT (REUSE)	\$ -	\$ 221,169	\$ 221,169
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ -</b>	<b>\$ 221,169</b>	<b>\$ 221,169</b>

6. That the expenditures of the City of Palatka Utility Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

<b>EXPENDITURES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Expenditure Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
041-12-535-6-6350	REUSE W/W TREATMENT GRANT	\$ -	\$ 69,870	\$ 69,870
041-29-536-9-9901	CONTINGENCY/RESERVE	\$ 25,668	\$ 151,299	\$ 176,967
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$ 25,668</b>	<b>\$ 221,169</b>	<b>\$ 246,837</b>

7. That the revenues of the City of Palatka Golf Course Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
042-00-331-5-0001	USDA GRANT	\$ 200,000	\$ (185,832)	\$ 14,168
042-00-366-0-0001	DONATION FROM PMGA	\$ -	\$ 1,500	\$ 1,500
042-00-369-9-1002	RESTAURANT LEASE	\$ 9,000	\$ (9,000)	\$ -
042-00-369-9-1003	UTILITY REIMB-RESTAURANT	\$ 14,000	\$ (14,000)	\$ -
042-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$ -	\$ 1,631,248	\$ 1,631,248
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ 223,000</b>	<b>\$ 1,423,916</b>	<b>\$ 1,646,916</b>

8. That the expenditures of the City of Palatka Golf Course Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
042-16-572-6-6400	CAPITAL OUTLAY	\$ -	\$ 1,500	\$ 1,500
042-24-572-6-6451	USDA GRANT	\$ 221,465	\$ (207,297)	\$ 14,168
042-24-572-9-9900	CONTINGENCY/RESERVE	\$ (1,665,124)	\$ 1,629,713	\$ (35,411)
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$ (1,443,659)</b>	<b>\$ 1,423,916</b>	<b>\$ (19,743)</b>

9. That the revenues of the City of Palatka Sanitation Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
043-00-334-3-3401	STATE OF FLORIDA CNG REBATE	\$ -	\$ 25,000	\$ 25,000
043-00-364-0-4900	SURPLUS EQUIPMENT-SANITATION	\$ -	\$ 22,850	\$ 22,850
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ -</b>	<b>\$ 47,850</b>	<b>\$ 47,850</b>

10. That the expenditures of the City of Palatka Sanitation Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
043-10-534-9-9900	CONTINGENCY/RESERVE	\$ 229,804	\$ 47,850	\$ 277,654
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$ 229,804</b>	<b>\$ 47,850</b>	<b>\$ 277,654</b>

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

**REVENUES:**

<u>Revenue Number</u>	<u>Description</u>	<b>Last Approved</b>	<b>Recommended Amendments</b>	<b>As Amended</b>
101-00-301-0-1007	BETTER PLACE BALANCE FORWARD	\$ 634,343	\$ (634,343)	\$ -
101-00-364-0-1000	Frank George Property Sale Proceeds	\$ -	\$ 163,000	\$ 163,000
101-00-381-0-1200	TRANSFER FROM GENERAL	\$ -	\$ 784,343	\$ 784,343
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ 634,343</b>	<b>\$ 313,000</b>	<b>\$ 947,343</b>

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

**EXPENDITURES:**

<u>Expenditure Number</u>	<u>Description</u>	<b>Last Approved</b>	<b>Recommended Amendments</b>	<b>As Amended</b>
101-18-517-7-7103	FRANK GEORGE INFRASTRUCTURE	\$ 248,000	\$ 163,000	\$ 411,000
101-83-581-9-9907	BETTER PLACE RESERVE	\$ 39,463	\$ 150,000	\$ 189,463
<b>TOTAL EXPENDITURES AMENDED:</b>		<b>\$ 287,463</b>	<b>\$ 313,000</b>	<b>\$ 600,463</b>

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 20<sup>th</sup> day of November, 2014.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
CITY ATTORNEY

## City of Palatka, Florida

Statement of Net Position  
Proprietary Funds

September 30.

2013

	Business-type Activities – Enterprise Funds				Total Enterprise Funds
	Water Fund	Sanitation Fund	Golf Course Fund	Airport Fund	
<b>Current assets</b>					
Cash and equivalents	\$ 428,340	\$ 130,947	\$ 2,505	\$ 3,410	\$ 565,202
Restricted cash and equivalents	51,989	-	12,445	14,976	79,410
Accounts receivable	409,502	153,339	15,375	6,669	584,885
Due from other governments	177,138	-	-	90,508	267,646
Inventory	130,970	-	36,134	45,443	212,547
<b>Total current assets</b>	<b>1,197,939</b>	<b>284,286</b>	<b>66,459</b>	<b>161,006</b>	<b>1,709,690</b>
<b>Noncurrent assets</b>					
Restricted cash and equivalents	8,095	-	-	-	8,095
Restricted investments	478,404	-	-	-	478,404
Advance to other funds	20,505	80,970	-	-	101,475
Capital assets, net	30,247,814	499,807	1,857,458	20,109,965	52,715,044
<b>Total noncurrent assets</b>	<b>30,754,818</b>	<b>580,777</b>	<b>1,857,458</b>	<b>20,109,965</b>	<b>53,303,018</b>
<b>Total assets</b>	<b>31,952,757</b>	<b>865,063</b>	<b>1,923,917</b>	<b>20,270,971</b>	<b>55,012,708</b>
<b>Current liabilities</b>					
Accounts payable and accrued liabilities	122,718	56,005	15,056	12,791	206,570
Deposits	372,517	-	9,686	20,903	403,106
Current portion of long-term liabilities	425,420	15,508	132,608	146,246	719,782
<b>Total current liabilities</b>	<b>920,655</b>	<b>71,513</b>	<b>157,350</b>	<b>179,940</b>	<b>1,329,458</b>
<b>Noncurrent liabilities</b>					
Net OPEB obligation	37,112	15,482	-	2,949	55,543
Advances from other funds	-	-	1,557,591	292,928	1,850,519
Other long-term liabilities	10,948,195	26,033	1,393,773	1,215,884	13,583,885
<b>Total noncurrent liabilities</b>	<b>10,985,307</b>	<b>41,515</b>	<b>2,951,364</b>	<b>1,511,761</b>	<b>15,489,947</b>
<b>Total liabilities</b>	<b>11,905,962</b>	<b>113,028</b>	<b>3,108,714</b>	<b>1,691,701</b>	<b>16,819,405</b>
<b>Net position</b>					
Net investment in capital assets	19,138,707	499,807	331,076	18,758,965	38,728,555
Restricted for capital projects	8,095	-	-	-	8,095
Restricted for bond reserve	320,399	-	-	100	320,499
Unrestricted	579,594	252,228	(1,515,873)	(179,795)	(863,846)
<b>Total net position</b>	<b>\$ 20,046,795</b>	<b>\$ 752,035</b>	<b>\$ (1,184,797)</b>	<b>\$ 18,579,270</b>	<b>\$ 38,193,303</b>

See accompanying notes.

City of Palatka, Florida

Balance Sheet  
Governmental Funds

September 30,

2013

	General Fund	Downtown Redevelopment Agency Fund	Other Governmental Fund	Total Governmental Funds
<b>Assets</b>				
Cash and equivalents	\$ 1,727,477	\$ 361,352	\$ 38,105	\$ 2,126,934
Accounts receivable	100,983	-	-	100,983
Due from other governments	198,686	5,000	-	203,686
Advances to other funds	1,749,044	-	-	1,749,044
<b>Total assets</b>	<b>\$ 3,776,190</b>	<b>\$ 366,352</b>	<b>\$ 38,105</b>	<b>\$ 4,180,647</b>
<b>Liabilities</b>				
Accounts payable and accrued liabilities	\$ 338,678	\$ 2,458	\$ -	\$ 341,136
Deposits	4,492	-	-	4,492
<b>Total liabilities</b>	<b>343,170</b>	<b>2,458</b>	<b>-</b>	<b>345,628</b>
<b>Fund balances</b>				
Nonspendable	1,749,044	-	-	1,749,044
Restricted	826,352	363,894	38,105	1,228,351
Committed	22,656	-	-	22,656
Unassigned	834,968	-	-	834,968
<b>Total fund balances</b>	<b>3,433,020</b>	<b>363,894</b>	<b>38,105</b>	<b>3,835,019</b>
<b>Total liabilities and fund balances</b>	<b>\$ 3,776,190</b>	<b>\$ 366,352</b>	<b>\$ 38,105</b>	<b>\$ 4,180,647</b>

See accompanying notes.

# *Agenda Item*

5



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**RESOLUTION** awarding the bid for management and administration of the City of Palatka's Abandoned, Foreclosed, and Vacant Properties Program to Community Champions, per results of a Request for Proposals, and authorizing execution of a contract for services for a period of two years.

**SUMMARY:**

On May 8, 2014, the City Commission adopted Ordinance No. 2014-12 pertaining to Registration of Abandoned, Foreclosed, and Vacant Properties Program. The purpose of the registration program was to establish a neighbor stabilization program for structures within neighborhoods that fall into the categories of abandoned, foreclosed, vacant and are left to become blighted, thereby diminishing values of adjacent properties.

To manage the City's Abandoned, Foreclosed, and Vacant Property Program, it was determine the City would be best served if a firm (contractor) was selected to manage the program, thereby, decreasing the labor and fiscal impacts to the City for self-administration. The City disseminated a Request-for-Proposal (RFP) to seek qualified firms and/or individuals to submit proposals. Two (2) firms submitted comprehensive proposal and each met all the base requirements as outlined within the Request-for-Proposal (RFP).

A comprehensive review of applicants was conducted by a selection review committee made up of three (3) City staff members (Getchell, Griffith, Crowe). Each proposal was evaluated utilizing criteria established and contained within the Requested-for-Proposal documents. References were checked and in some cases, information was vetted with specific companies, it warranted. Upon ranking of the two (2) proposals, Community Champions received the highest score with 253 cumulative points and Guardian receiving 141 points. Upon completion of the scoring, Community Champions, Inc. is recommended for selection as the contractor to administer the City's Abandoned, Foreclosed, and Vacant Property Registration Program.

**RECOMMENDED ACTION:**

**Adopt the resolution awarding the bid for administration of the Cit of Palatka Abandoned, Foreclosed and Vacant Properties Program to Community Champions, a Melbourne, Florida based company, and authorizing execution of a two-year contract agreement for services**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department	Reviewer	Action	Date
Police	Getchell, Gary	Approved	11/7/2014 - 8:34 AM
City Clerk	Driggers, Betsy	Approved	11/7/2014 - 11:17 AM
City Manager	Czymbor, Michael	Approved	11/12/2014 - 11:59 AM
Finance	Reynolds, Matt	Approved	11/14/2014 - 11:10 AM
City Clerk	Driggers, Betsy	Approved	11/14/2014 - 11:15 AM



**AGREEMENT BETWEEN THE CITY OF PALATKA  
AND  
COMMUNITY CHAMPIONS**

This Agreement is made as of this 14 day of Oct by and between Community Champions, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 500, Melbourne, FL 32940 ("CCCHAMPS"), and City of Palatka, a Florida municipal corporation, with an address at 201 North Second Street, Palatka, FL 32177 (the "City").

**WITNESSETH:**

**WHEREAS**, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City of Palatka Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City; and

**WHEREAS**, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Council adopted Ordinance No. 2014-11, the City's Distressed Property Registration Ordinance (the "Ordinance"); and

**WHEREAS**, pursuant to the Ordinance the City desires to enter into this Agreement with CCHAMPS in order to provide services authorized pursuant to No. 2014-11, to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes (hereinafter "foreclosed property"); and

**WHEREAS**, CCHAMPS will also provide an electronic registration process that is cost-free and revenue-generating for the City.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. CCHAMPS RESPONSIBILITIES.**

A. CCHAMPS will cite the City's ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means. CCHAMPS will electronically provide for registration of foreclosed properties in violation of applicable City ordinances.

B. CCHAMPS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CCHAMPS will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant City ordinances.

C. CCHAMPS will charge a fee as directed by the City to each Registrant to register all mortgagees who comply with Ordinance ("Registration Fee"). CCHAMPS shall retain 50% but no more than \$100 of each collected registration fee and remit the balance to the City in consideration of the services provided. CCHAMPS shall forward payment of the City's portion of the registration fee to the City's Finance Department no later than the 15th day of the following month during the term of this Agreement.

D. CCHAMPS agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the City's ordinances. The website will direct registrants to the City's website, and further direct traffic, via a hyperlink, to [www.VacantRegistry.com](http://www.VacantRegistry.com). The website found at [www.VacantRegistry.com](http://www.VacantRegistry.com) will automatically allow lenders and/or responsible parties to comply with the City's Codes.

E. CCHAMPS will execute the City's website Link agreement and meet all City IT security, and anti-viral requirements.

F. CCHAMPS shall provide training and administrative support to City personnel including the posting of notes to the database when received from City Code Compliance Officials.

G. CCHAMPS shall keep City advised of opportunities and programs for affordable housing home ownership programs and opportunities.

H. CCHAMPS will support integration to and from Code Enforcement's enforcement application and the Vacant Property Registry (VPR) application. Types of support would include property maintenance violations and inspections entered directly into the City's Enforcement application. From VPR to Code Enforcement updates would include registration information and responses to violations via VPR. Primary integration would be via web services but could be accomplished via other agreed upon means.

I. CCHAMPS will enforce registry through adoption of City process allowing CCHAMPS to send violation notices on behalf of the City to responsible parties not complying with the City Foreclosure Registry ordinance.

2. Indemnification:

A. CCHAMPS shall indemnify and save harmless and defend the City, elected and appointed officials, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of CCHAMPS, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CCHAMPS and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CCHAMPS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. CCHAMPS will indemnify and hold City harmless for any negligent acts of CCHAMPS or for any violation of any intellectual property laws, contracts or statutes.

3. TERM. This Agreement will terminate two (2) year(s) from the date it is executed by the City. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. TERMINATION. This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar days written notice. Upon termination by City, CCHAMPS shall cease all work performed and forward to City any Registration Fees owed to the City.

5. CONTRACT DOCUMENTS: The following list of documents which are attached hereto as exhibits to this Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. City Ordinance No. 2014-11;

6. INSURANCE. CCHAMPS shall provide and maintain in force at all times during the Agreement with the City, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to The city of Palatka the protection contained in the foregoing indemnification undertaken by CCHAMPS.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractors protective liability and personal injury liability.

C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure City the indemnification specified herein.

E. A Certificate of Insurance acceptable to the City shall be provided listing the above coverages and providing 30 days prior written notice to the City in the case of cancellation. The City shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be delivered to the City Clerk at the time CCHAMPS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, files and other materials produced by CCHAMPS in connection with the services rendered pursuant to this Agreement shall be the property of the City, and shall be provided to City upon request. CCHAMPS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CCHAMPS's endeavors. In the event of termination of this Agreement, any reports, records, applications, documents, forms, and other data and documents prepared by CCHAMPS whether finished or unfinished shall become the property of the City, and shall be delivered by CCHAMPS to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CCHAMPS shall be withheld until all documents are received as provided herein.

**8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.**

A. City shall have the right to audit the books, records and accounts of CCHAMPS that are related to this Agreement. CCHAMPS shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CCHAMPS shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CCHAMPS is notified in writing by the City of the need to extend the retention period. Such retention of such records and documents shall be at CCHAMPS's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the City to be applicable to CCHAMPS's records, CCHAMPS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CCHAMPS. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

B. In addition, CCHAMPS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, CCHAMPS shall provide a complete copy of all documents papers to the City, prior to any final payment, in accordance with this Agreement.

**9. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CCHAMPS is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CCHAMPS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CCHAMPS's activities and responsibilities hereunder. CCHAMPS agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between CCHAMPS and the City and the City will not be liable for any obligation incurred by CCHAMPS, including but not limited to unpaid minimum wages and/or overtime premiums.

**10. NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, CCHAMPS and the City designate the following as the respective places for giving of notice:

CITY : City of Palatka  
201 North Second Street  
Palatka, FL 32177  
Attention: City Manager

CCHAMPS: Thomas R. Darnell, Managing Director  
6767 N. Wickham Road, Suite 500  
Melbourne, FL 32940

11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CCHAMPS without the prior written consent of City. For purposes of this Agreement, any change of ownership of CCHAMPS shall constitute an assignment which requires City approval. However, this Agreement shall run to the City and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. CONTINGENT FEES. The parties acknowledge that no party has been offered any contingency fee or any other monetary consideration to obtain this Agreement.

14. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. LAWS AND ORDINANCES. CCHAMPS shall observe all laws and ordinances of the City, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, CCHAMPS shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

17. WAIVER. Any failure by City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Brevard County, Florida.

20. ATTORNEY'S FEES AND COSTS. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

21. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the CCHAMPS and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Michael Czymbor, City Manager

Date: \_\_\_\_\_

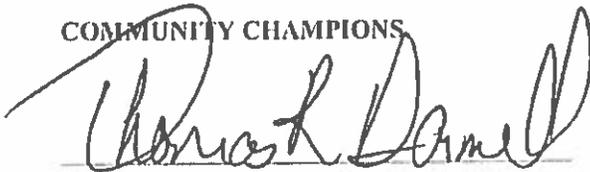
ATTEST:

\_\_\_\_\_  
Betsy Jordan Driggers, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

COMMUNITY CHAMPIONS

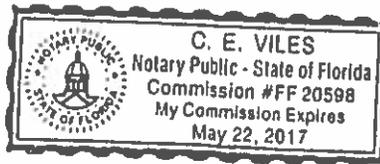
  
\_\_\_\_\_  
CCHAMPS Officer Signature

Date: 10/14/2014

  
\_\_\_\_\_  
[Printed Name of Officer]

ATTEST:

  
\_\_\_\_\_



Print Name: Cassie Viles

Title: Notary Public-

## Scoring Results for RFP

### Community Champions

	Total Possible Points				Total Score
Ability	(15) x 3 = 45	15	10	13	38
Relevant Exp	(15) x 3 = 45	15	10	15	40
Personnel	(25) x 3 = 75	23	18	25	66
Workload	(5) x 3 = 15	5	3	5	13
Capacity	(30) x 3 = 90	28	15	25	68
Experience	(10) x 3 = 30	10	8	10	28
<b>Total:</b>	<b>300</b>	<b>96</b>	<b>64</b>	<b>93</b>	<b>253</b>

### Guardian

	Total Possible Points				Total Score
Ability	(15) x 3 = 45	5	8	10	23
Relevant Exp	(15) x 3 = 45	10	10	5	25
Personnel	(25) x 3 = 75	20	15	5	40
Workload	(5) x 3 = 15	0	3	0	3
Capacity	(30) x 3 = 90	0	5	20	25
Experience	(10) x 3 = 30	10	5	10	25
<b>Total:</b>	<b>300</b>	<b>45</b>	<b>46</b>	<b>50</b>	<b>141</b>

# *Agenda Item*

6



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Chapter 94 of the Code of Ordinances to move home occupation standards from the definitions section to the supplementary zoning regulations section, and prohibiting business signs for such uses - 1st Reading

**SUMMARY:**

This is first reading of an ordinance amending Chapter 94, Zoning Code. The Planning Board requested these two changes, the first being a housekeeping measure to move standards for home occupations from the definitions section to the supplementary design standards section, and the second being to prohibit business signs for such uses. The Board believed that the sign allowance was not in keeping with the stated intent of home occupations that there be "no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation."

**RECOMMENDED ACTION:**

**Pass ordinance on first reading to amend Chapter 94, Zoning Code, to move home occupation standards to the supplementary zoning regulations section, and prohibit business signs for such uses. Second reading is scheduled for Dec. 11, 2014.**

**ATTACHMENTS:**

Description	Type
☐ Ordinance	Ordinance
☐ Staff Report	Backup Material
☐ Planning Board minutes excerpt	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	11/6/2014 - 3:26 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 5:53 PM
City Manager	Czymbor, Michael	Approved	11/12/2014 - 11:53 AM
Finance	Reynolds, Matt	Approved	11/14/2014 - 11:06 AM
City Clerk	Driggers, Betsy	Approved	11/14/2014 - 11:14 AM

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

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 94, ZONING, TO RELOCATE HOME OCCUPATION STANDARDS FROM THE DEFINITIONS SECTION TO SUPPLEMENTARY ZONING REGULATIONS AND PROHIBITING BUSINESS SIGNS FOR SUCH USES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on October 7, 2014, and two public hearings before the City Commission of the City of Palatka on November 20, 2014, and December 11, 2014; and

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

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

Section 1. The following Zoning Code Sections shall be amended as follows.

Sec. 94-2. - Definitions and rules of construction

(a) No change

(b) Definitions.

Home occupation means an occupation conducted entirely in a dwelling unit, ~~provided that:~~

- ~~(1) No person other than members of the family residing on the premises shall be engaged in such occupation.~~
- ~~(2) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character thereof.~~
- ~~(3) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign, not exceeding one square foot in area, nonilluminated, mounted flat against the wall of the principal building at a position not more than two feet distant from the main entrance to the residence.~~
- ~~(4) No home occupation shall occupy more than 20 percent of the first floor area of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters. No rooms which have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of~~

~~this definition until two years after the date of completion thereof, as shown by the records of the city building department.~~

- ~~(5) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in the required front yard.~~
- ~~(6) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single family residence, or outside the dwelling unit if conducted in other than a single family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.~~
- ~~(7) The following shall not be allowed as home occupations: beauty shops and barbershops with more than one chair; musical instrument, dance, and swimming instruction for more than one student at a time; studios for group instruction; public dining facilities or tearooms; antique or gift shops; massage therapy for more than one client at a time; photographic studios; fortunetelling or similar activities; outdoor repair; food processing; retail sales; nursery schools; medical or dental laboratories; or kindergartens.~~
- ~~(8) Fabrication of articles such as are commonly classified under the terms of arts and handicrafts may be deemed a home occupation, subject to the other terms and conditions of this definition, and providing no retail sales are made at the home.~~
- ~~(9) A home occupation shall be subject to all applicable city occupational license and other business taxes.~~

The following sub-section shall be added to Division 3 (Supplementary District Regulations).

- (1) No person other than members of the family residing on the premises shall be engaged in such occupation.
- (2) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character thereof.
- (3) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign, not exceeding one square foot in area, nonilluminated, mounted flat against the wall of the principal building at a position not more than two feet distant from the main entrance to the residence.
- (4) No home occupation shall occupy more than 20 percent of the first-floor area of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters. No rooms which have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of this definition until two years after the date of completion thereof, as shown by the records of the city building department.

- (5) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in the required front yard.
- (6) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.
- (7) The following shall not be allowed as home occupations: beauty shops and barbershops with more than one chair; musical instrument, dance, and swimming instruction for more than one student at a time; studios for group instruction; public dining facilities or tearooms; antique or gift shops; massage therapy for more than one client at a time; photographic studios; fortunetelling or similar activities; outdoor repair; food processing; retail sales; nursery schools; medical or dental laboratories; or kindergartens.
- (8) Fabrication of articles such as are commonly classified under the terms of arts and handicrafts may be deemed a home occupation, subject to the other terms and conditions of this definition, and providing no retail sales are made at the home.
- (9) A home occupation shall be subject to all applicable city occupational license and other business taxes.

**Section 2.** To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

**Section 3.** 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 4.** This Ordinance shall become effective immediately upon its final passage by the City Commission.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 11<sup>th</sup> day of December, 2014.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Request to Amend Zoning Code

(Relocate home occupation standards from definitions to supplementary zoning district regulations section, eliminate allowable signage)

Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: September 30, 2014

TO: Planning Board Members

FROM: Thad Crowe, AICP  
Planning Director

**APPLICATION REQUEST**

A request to remove home occupation standards from definitions section and add to supplementary zoning district regulations section; and to also eliminate allowable signs. Public notice included legal advertisement.

**APPLICATION BACKGROUND**

Zoning Code Section 94-2 in the Definitions section provides the following home occupations standards. Staff proposes the following two changes: 1) a housekeeping change to move the standards from the definitions section to the supplementary zoning district regulations section, for consistency purposes; and 2) eliminate allowable sign (as requested at the July Planning Board meeting by a Board member). The proposed sign change is shown below.

- (1) No person other than members of the family residing on the premises shall be engaged in such occupation.*
- (2) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character thereof.*
- (3) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, ~~other than one sign, not exceeding one square foot in area, nonilluminated, mounted flat against the wall of the principal building at a position not more than two feet distant from the main entrance to the residence.~~*
- (4) No home occupation shall occupy more than 20 percent of the first-floor area of the residence, exclusive of the area of any open porch or attached garage or similar space not suited or intended for occupancy as living quarters. No rooms which have been constructed as an addition to the residence, nor any attached porch or garage which has been converted into living quarters, shall be considered as floor area for the purpose of this definition until two years after the date of completion thereof, as shown by the records of the city building department.*
- (5) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in the required front yard.*
- (6) No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses off the lot, if the occupation is conducted in a single-family residence, or outside the dwelling unit if conducted in other*

*Relocate home occupation standards from definitions to supplementary zoning district regulations section, eliminate allowable signage*

*than a single-family residence. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the premises.*

*(7) The following shall not be allowed as home occupations: beauty shops and barbershops with more than one chair; musical instrument, dance, and swimming instruction for more than one student at a time; studios for group instruction; public dining facilities or tearooms; antique or gift shops; massage therapy for more than one client at a time; photographic studios; fortunetelling or similar activities; outdoor repair; food processing; retail sales; nursery schools; medical or dental laboratories; or kindergartens.*

*(8) Fabrication of articles such as are commonly classified under the terms of arts and handicrafts may be deemed a home occupation, subject to the other terms and conditions of this definition, and providing no retail sales are made at the home.*

*(9) A home occupation shall be subject to all applicable city occupational license and other business taxes.*

Staff supports both changes. Regulations should not be contained in the definition section, and home occupation signs are not required since addresses will be sufficient to locate home businesses. Allowing signs is contrary to the intent shown above in # 3 above to not show any evidence of the presence of the business in the appearance of the building and premises.

#### **PROJECT ANALYSIS**

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

**a. The need and justification for the change.**

**Staff comments:** the following justifications are applicable.

- The amendment relocates standards from the definitions section, which should not include regulations, to the more appropriate supplementary zoning district regulations section.
- The amendment, in eliminating the sign allowance, stays true to the intent of having no external evidence of home businesses.

**b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.**

**Staff comments:** the amendment complies with the adopted Comprehensive Plan.

#### **STAFF RECOMMENDATION**

Staff recommends approval of Case 14-29 moving home occupation standards from Zoning Code Section 94-2 (Definitions) to Article III Districts, Division 3 (Supplementary District Regulations); and eliminating allowable signage as found in current Section 94-2 under (3) of the definition.

reporting, and working with consultants. The remaining charter concentrates on the core duties of the Board, which are maintaining the Zoning Code and Map, the Comprehensive Plan. He added that the Planning Board members are the shepherds of the plan and need to be involved with anything that pertains to it, as well as, reviewing development including plats, and providing recommendations to the City Commission on land use-related requests. Mr. Crowe further suggested that for Sec. 54-41; item 3: the word "plan" be replaced with the word "map" as it is really all inclusive. He recommended approval of the proposed changes to the Planning Code Section 54

Discussion of the proposed amendment resulted with Board consensus to recommend the following additional amendments to Section 54 of the Municipal Code:

- **Sec. 54-32 Membership; ex officio members** - change to seven members
- **Sec. 54-33 Sec. 54-33. Appointment, term and qualifications of members; vacancies; compensation of members.** - change the number of members from nine to seven. And require that qualification for service on the City planning Board, the appointee shall be a qualified elector of the city; own property, or have a principal place of business or employment within the city limits.
- **Sec. 54-41 (3) Certain matters to be referred to board before final action by city commission** - replace the word "plan" with the word "map."
- **Sec. 54-43 Employment of board as agent of city for construction of public works** - remove this section in its entirety.

**Motion** made by Mr. Pickens and seconded by Mr. Wallace to approve the request to amend the municipal code as requested by staff to include the recommendations made during the discussion to section(s) 54-32, 54-33, 54-41 and 54-43 (listed above). All present voted affirmative, motion carried unanimously.

**Case 14-29** Administrative request to amend the Zoning Code [Sec. 94-2(b) and Article III (Districts), Division 3 (Supplementary District Regulations)] to move home occupation standards from the Definitions section to the Supplementary District Regulations section of the Zoning Code, allow beauty salons and barber shops as home occupations with limits on chairs, and additional limitations on home occupation signage.

Mr. Crowe advised that this is an administrative housekeeping effort, reminding the board that there recent change to the ordinance allowing staff to approve home occupations meeting the standards set forth. However the standards were set forth in the definitions section which made no sense, to move those standards where they belong which are in the Supplementary district Regulations section of the Zoning Code. He added that Mr. Harwell had brought up concerns of the allowance of signs for home occupations. Mr. Crowe advised that upon further deliberation he tends to agree that he believes that the whole intent of the home occupation ordinance is to have no visual evidence of a home occupation, and he would agree that a sign is not necessary for a home occupation.

Mr. Pickens asked what would happen to those existing home occupations that may be grandfathered in. Mr. Crowe advised that those that exist would continue until such time as they were to be removed for one year they would not be allowed to replace it. Mr. Douglas asked if there had been issued been signage issues with home occupations. Mr. Crowe said that his survey study did not show many signs.

**Motion** made by Mr. Harwell and seconded by DeLoach to approve the request as submitted by staff. All present voted, resulting in six yeas and one nay by Mr. Pickens, who stated that he was in favor of an innocuous sign. Motion carried.

*Agenda  
Item*

7



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Chapter 26, Elections, to amend precincts, electors, laws governing elections, qualifications of candidates and duties of Supervisor of Elections - 1st Reading

**SUMMARY:**

This ordinance is, for the most part, a "housekeeping" ordinance designed to bring the Palatka Municipal Code current with local election laws. In the past the Code described numbered "meets and bounds" precincts, but the numbers of the Palatka precincts have changed, and they now contain census districts instead of land descriptions per new Department of State regulations. The precinct numbers and descriptions have been deleted and replaced with a paragraph stating the precincts are as set by the Supervisor of Elections. This also adopts State election laws pertaining to municipal elections, combines the description of "electors" with registration of electors, and outlines what the Supervisor of Elections is authorized to do. Other changes were made to bring the Code up to date.

This ordinance also adds provisions for candidate residency qualifications. In the past, an individual could only qualify to run for City office if that person lived inside the City limits. Several years ago the legislature changed the election law to state that anyone could run for municipal office whether or not that individual actually lived inside the City limits. Now, the law states that a successful candidate (one who was elected to office) must move into the city limits prior to taking the oath of office and must reside in the city throughout his/her term. Cities can add provisions to their Code to require that in order to qualify for candidacy for a city elected office, the individual wishing to qualify must live inside the City limits. A sampling of other municipal codes shows that the most common requirement is one (1) year of residency prior to qualifying, but other cities have only a six month residence requirement. Other city codes do not reference any time frame for the residency requirement, and just state that at the time of qualification a candidate must be a resident of and qualified elector of the City.

Even if the Commission decides to remove this residency requirement from this Ordinance, the other changes to Elections Code are necessary and Staff recommends they be adopted. As this is first reading of this Ordinance, it can be amended before it goes to second reading on December 11th.

**RECOMMENDED ACTION:**

**Pass the ordinance amending Chapter 26, Elections, on first reading, either as submitted, or revised. Second reading is scheduled for December 11.**

**REVIEWERS:**

Department	Reviewer	Action	Date
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City Clerk	Driggers, Betsy	Approved	11/6/2014 - 4:19 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 4:19 PM
City Manager	Czybor, Michael	Approved	11/6/2014 - 4:22 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:09 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:39 AM

**ORDINANCE No. 14 – 33**

**Entitled**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF PALATKA, TO AMEND SECTION 26-1, PRECINCTS; ADDING PROVISIONS RELATED TO ADOPTION OF STATE ELECTION LAWS; AMENDING SECTIONS 26-2 AND 26-3 RELATED TO QUALIFIED ELECTORS; AMENDING SECTION 26-5, QUALIFYING FOR OFFICES; AND AMENDING SECTION 26-11 PERTAINING TO DUTIES OF THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with cost-savings measures adopted as part of that certain double-taxation Interlocal Agreement between the City of Palatka and the Putnam County Board of County Commissioners, on June 23, 1983 the Palatka City Commission adopted Ordinance No. 83 - 14 appointing the County Supervisor of Elections as the City Supervisor of Elections; and

**WHEREAS**, as a cost-saving measure, and in an effort to increase voter turnout, in 2006 the Palatka City Commission found it in the best interest of voters and taxpayers to align its primary and general election dates with County, State and National elections, which are held in even-numbered years; and

**WHEREAS**, the City Commission now finds it appropriate to make other changes to Chapter 26, Elections, which are necessary to comply with Florida statutes governing elections and Department of State practices and procedures.

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

**Section 1:** That Section 26-1 of the Code of Ordinances of the City of Palatka be amended to read as follows:

**Section 26-1. Election Precincts.** The city shall be divided into several precincts, the limits of which shall coincide with those presently established by the Putnam County Board of County Commissioners for county general elections; however, the limits of no such precinct shall extend beyond the corporate limits of the city.

~~The city is hereby divided into election precincts, the boundaries and numbers of which shall be as follows:~~

- ~~(1) Precinct 17. All lands lying within the following described boundaries incorporated in the city limits: Beginning at the intersection of the centerlines of President Street and 18th Street and run north along the centerline of 18th Street to intersect the centerline of Oak Street; thence westerly along the centerline of Oak Street to intersect the centerline of 19th Street; thence north along the centerline of 19th Street to the centerline of Reid Street (U.S. 17); thence east along the centerline of Reid Street to intersect the east boundary of Census Tract 9508, also being the center of the St. Johns River; thence southerly along the east boundary of Census Tract 9508 to intersect the south boundary thereof; thence westerly along said south boundary to intersect the CSX Railroad; thence north along said CSX Railroad to intersect the centerline of Kirby Street; thence westerly along the centerline of Kirby Street to intersect the centerline of 13th Street; thence northerly along the centerline of 13th Street to intersect the centerline of President Street; thence southwesterly and west along the centerline of President Street to intersect the centerline of 18th Street, being the point of beginning and to close. All references made are to the public records of Putnam County, Florida.~~
- ~~(2) Precinct 18. All lands lying within the following described boundaries incorporated in the city limits: Beginning at the intersection of the centerlines of 15th Street and Kirby Street and run north the centerline of 15th Street to intersect the centerline of President Street; thence easterly along the centerline of President Street to intersect the centerline of 13th Street; thence southerly along the centerline of 13th Street to intersect the centerline of Kirby Street; thence west along the centerline of Kirby Street to intersect the centerline of 15th Street, being the point of beginning and to close. All references made are to the public records of Putnam County, Florida.~~
- ~~(3) Precinct 19. All lands lying within the following described boundaries incorporated in the city limits: Beginning at the intersection of the centerlines of 15th Street and President Street and run west along the centerline of President Street to intersect the centerline of 18th Street; thence south along the centerline of 18th Street to intersect the centerline of Twigg Street; thence west along the centerline of Twigg Street to intersect the centerline of Moseley Avenue; thence south along the centerline of Moseley Avenue to intersect the centerline of Edgemoor Street also being the City Limits of Palatka; thence easterly along said centerline and said city limits to the southerly line of Lot 1 of Webb & Nichols Subdivision; thence easterly along said southerly line and extended to a boundary line agreement recorded in OR 620 P 427; thence northerly along said agreement to the north line of Govt.~~

~~Lot 9 of Section 18 Township 10 South Range 27 East; thence easterly along said north line formally being the City Limits of Palatka to intersect the City Limits of Palatka; thence continue easterly along said city limits and the shore line of the St Johns River to the mouth of a creek being the north line of Census Tract 9509; thence westerly along the north line of said Tract 9509 to intersect the centerline of the CSX Railroad; thence northerly along said centerline to intersect the centerline of Kirby Street; thence southwest and west along the centerline of Kirby Street to intersect the centerline of 15th Street; thence north along said centerline of 15th Street to the intersection of the centerline of President Street, being the point of beginning and to close. All references made are to the public records of Putnam County, Florida.~~

~~(4) Precinct 20. All lands lying within the following described boundaries incorporated in the city limits: Beginning at the intersection of the centerlines of U.S. 17/Reid Street and the CSX Railroad and run northerly and northwesterly along said CSX Railroad to intersect the northwesterly line of Section 42 Township 10 South Range 27 East and the City Limits of Palatka; thence northeasterly along said city limits line and extended to the center of the St. Johns River; thence southerly along said centerline to intersect the centerline of US 17/Reid Street; thence west along the centerline of said Reid Street to intersect the CSX Railroad, being the point of beginning and to close. All references made are to the public record of Putnam County, Florida.~~

~~(5) Precinct 21. All lands lying within the following described boundaries incorporated in the city limits: Beginning at the intersection of the centerline of SR 100/Reid Street with the CSX Railroad and run northerly and northwesterly along said CSX Railroad to intersect the easterly extension of the centerline of Jax Lane; thence westerly along said extension and centerline to the centerline of the Old Jacksonville Highway; thence southeasterly along the centerline of Old Jacksonville Highway to the intersection of the centerline of Cedar St; thence southerly along said centerline and an extension thereof to intersect the City Limits of Palatka; thence westerly along the City Limits of Palatka to intersect the centerline of Phillips Dairy Rd; thence southerly along the centerline of Phillips Dairy Rd to intersect the centerline of Reid Street; thence easterly along the centerline of Reid Street to intersect the CSX Railroad, being the point of beginning and to close. All references made are to the public records of Putnam County, Florida.~~

~~(6) Precinct 23. All lands within the corporate limits of City of Palatka, lying within the following boundaries: Beginning at the intersection of the centerlines of President Street and 18th Street and run south along the centerline of 18th Street to intersect the centerline of Twigg Street; thence west along the centerline of Twigg Street to intersect the centerline of Moseley Avenue; thence south along the centerline of Moseley Avenue to intersect Edgemoor Street also being the City Limits of Palatka; thence easterly along said centerline and said city limits to the southerly line of Lot 1 of Webb & Nichols Subdivision; thence easterly along said southerly line and extended to a boundary line agreement recorded in O.R. 620 P 427; thence northerly along said agreement to the north line of Govt. Lot 9 of Section 18~~

~~Township 10 South Range 27 East; thence easterly along said north line to intersect the westerly Right of Way of the CSX Railroad also being the City Limits of Palatka; Thence southwesterly along said city limits to intersect the centerline of Browns Landing Rd; thence south along the centerline of Browns Landing Rd still being the City Limits of Palatka; thence follow said city limits line westerly, southerly and northerly to the centerline of Silver Lake Dr.; thence southwesterly along the centerline of Silver Lake Dr. to intersect the centerline of Palm Avenue; thence northerly along the centerline of Palm Avenue to intersect the centerline of Carole Rd; thence westerly along the centerline of Carole to intersect the centerline of Alabama Avenue; thence northerly along the centerline of Alabama Avenue to the centerline of Crill Avenue; thence easterly along the centerline of Crill Avenue to the centerline of President Street; thence east along the center of President Street to the centerline of 18th Street, being the point of beginning and to close. Also including all lands west of Moody Rd and South of State Rd 20, being within the Corporate Limits of the City of Palatka, lying. All references made are to the public records of Putnam County, Florida.~~

- (7) ~~Precinct 24. Lands within the corporate limits of the City of Palatka lying within the following described boundaries: Beginning at the intersection of the centerlines of President Street and Moseley Avenue and run north along the centerline of Moseley Avenue to intersect the centerline of St. Johns Avenue; thence west along the centerline of St. Johns Avenue to the intersection of the centerline of SR 19; thence southerly along the centerline of SR 19 to intersect the centerline of Crill Avenue/SR 20; thence west along the said centerline to intersect the centerline of Moody Road; thence south along the centerline of Moody Road to intersect the centerline of Old Peniel Road; thence northeasterly along the centerline of Old Peniel Road to intersect the centerline of Geek Road; thence north along the centerline Geek Road to intersect the centerline of Roddy Road; thence northeasterly and east along the centerline of Roddy Road to intersect the centerline of Alabama Avenue; thence northerly along the centerline of Alabama Avenue to intersect the centerline of Crill Avenue; thence east along the centerline of said Crill Avenue to intersect the centerline of President Street; thence east along the centerline of President Street to intersect the centerline of Moseley Avenue, being the point of beginning and to close. All references made are to the public records of Putnam County, Florida.~~
- (8) ~~Precinct 25. All land within the corporate limits of the City of Palatka, lying within the following boundaries: Beginning at the intersection of the centerlines of St. Johns Avenue and SR 19 and run northeasterly along the centerline of SR 19 to intersect the centerline of Reid Street; thence easterly along the centerline of Reid Street to intersect the centerline of 19th Street; thence south along the centerline of 19th Street to intersect the centerline of Oak Street; thence easterly along the centerline of Oak Street to intersect the centerline of 18th Street; thence south along the centerline of 18th Street to intersect the centerline of President Street; thence west along the centerline of President Street to intersect the centerline of Moseley Avenue; thence north~~

along the centerline of Moseley Avenue to intersect the centerline of St. Johns Avenue; thence west along the centerline of St. Johns Avenue to intersect the centerline of SR 19, being the point of beginning and to close. All references made are to the public records of Putnam County, Florida.

~~(9) Precinct 27. All lands within the corporate limits of the City of Palatka lying within the following described boundaries: Beginning at the intersection of the centerlines of CR 216 and SR 100/Reid Street and run northwesterly along the centerline of said SR 100/ Reid Street to the northerly extension of the City Limits of Palatka; thence southerly along said extension and city limits also being the west line of Block 1015 of Census Tract 9506; continue southerly along said west line to intersect the west line of Block 1072 Census Tract 9506; thence continue southerly along said west line and the west line of Block 1071 of said tract to intersect the centerline of SR 20/Crill Avenue; thence easterly along the centerline of Crill Avenue to intersect the centerline of SR 19; thence north along the centerline of SR 19 to intersect the centerline of SR 100/Reid Street; thence easterly along the centerline of said Reid Street to intersect the centerline of Phillips Dairy Rd; thence northerly along the centerline of Phillips Dairy Rd to intersect the City Limits of Palatka; thence follow the said city limits line easterly to intersect the westerly line of Section 37 Township 10 South Range 26 East; thence northeasterly along said westerly line and an extension thereof to the center of the St. Johns River; thence follow the center of said river northerly to a point extended easterly from the center of Rice Creek; thence westerly along the center of Rice Creek, to the centerline of US 17; thence south along the centerline of US 17 to intersect the centerline of CR 216; thence southwestly along the centerline of CR 216 to intersect the centerline of SR 100/Reid Street, being the point of beginning and to close. Except any lands lying within the corporate limits of the City of Palatka described as Voting Precinct 20 or Voting Precinct 21. All references made are to the public records of Putnam County, Florida.~~

~~(10) Precinct 57. All lands within the corporate limits of the City of Palatka lying within the following described boundaries: Beginning at the intersection of the center line of SR 20 and CR 309C and run northerly along said centerline to intersect the centerline of Highway 100/Reid St; thence easterly along the centerline of said Highway 100 to the northerly extension of the City Limits of Palatka; thence southerly along said extension and city limits also being the west line of Block 1015 of Census Tract 9506; continue southerly along said west line to intersect the west line of Block 1072 Census Tract 9506; thence continue southerly along said west line and the west line of Block 1071 of said tract to intersect the centerline of SR 20/Crill Avenue; thence westerly along the centerline of said SR 20 to intersect the centerline of CR 309C and the point of beginning and to close. All references made are to the public records of Putnam County, Florida.~~

**Section 2:** That Section 26-2 of the Code of Ordinances of the City of Palatka be amended to read as follows:

*Sec. 26-2. - Electors generally. Adoption of state election laws.*

The general law of the State of Florida on the subject of elections shall apply to and govern all city elections insofar as there is no conflict with the City of Palatka Charter or Administrative Code, or any ordinance adopted thereunder; provided, however, all references in general law to political parties and party primaries shall not be applicable to city elections.

~~Any person who is a resident of the city, and who has qualified as an elector of the state, and who registers in the procedural manner prescribed by general law and this chapter, shall be a qualified elector of the city.~~

**Section 3:** That Section 26-3 of the Code of Ordinances of the City of Palatka be amended to read as follows:

*Sec. 26-3. Electors generally; Registration of electors*

Any person who is a resident of the city, and who has qualified as an elector of the state, and who registers in the procedural manner prescribed by general law and this chapter, shall be a qualified elector of the city.

~~The registration of electors within the city shall be by the permanent single registration system established by F.S. § 97.105, which is hereby adopted.~~

**Section 4:** That Section 26-5 of the Code of Ordinances of the City of Palatka be amended to read as follows:

*Sec. 26-5. - Qualifying for offices.*

Anyone who has been a resident of the city and a qualified elector of the state for a period of one year prior to the date of qualification may become a candidate at any time prior to the election for which he/she wishes his/her name placed upon the ballot. Other than as provided in this chapter, the provisions of F.S. § 106.021 shall apply to all persons desiring his/her name placed upon the primary ballot.

A person desiring his/her name placed upon the ballot to be voted upon at the primary or general election (depending on the number of candidates filing) for any office to be voted on at a city general election shall file a written, signed statement of candidacy designating the office sought with the supervisor of elections for the county between 12:00 noon of the first day of qualifying, which shall be as follows: the 71st day prior to the primary election; but no later than 12:00 noon of the 67th day prior to the primary election, per F.S. § 99.061, or as such other times as may be provided within those Florida Statutes governing elections.

**Section 5:** That Section 26-11 of the Code of Ordinances of the City of Palatka be amended to read as follows:

*Sec. 26-11. - Supervisor of elections.*

The supervisor of elections for the county shall serve as supervisor of elections for the city and shall designate as many deputy supervisors as shall be necessary.

- (a) The county supervisor of elections is authorized to perform all functions required to be conducted in holding of primary and general elections of the city, including acceptance of qualifying papers, filing fees, and appropriate financial reports, preparation of ballots, appointment of an election board, supervision of poll workers, counting of ballots and ascertaining the results, and all such other matters and things which are required to be performed in the holding of primary and general elections.
- (b) Subject to the provisions of the City Charter and this chapter, the supervisor of elections is authorized to perform all functions required to be conducted in the holding of primary and general elections of the city in accordance with the voting methods, procedures and requirements provided in the general laws of the State of Florida.

**Section 6:** If any provision of this ordinance or the application thereof to any person or any circumstance is held to be invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the ordinance are declared severable.

**Section 7:** 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 8:** This ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 11th day of December, 2014.

**CITY OF PALATKA**

# *Agenda Item*

8



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** adopting an additional homestead ad valorem tax exemption for certain qualifying seniors, as authorized by FS 196.075 (2012 Amendment 11 -- The "Super Senior Exemption") - 2nd Reading, Adopt

**SUMMARY:**

This is the second reading of this Ordinance, which passed on first reading on Oct. 23rd.

On November 8, 2012, Florida voters approved the passage of Amendment 11 to the Florida Constitution, which provides for an additional homestead exemption for qualified seniors (the Senior Exemption). This is available to any person who has a legal of equitable title to real estate with a just value of less than \$250,000, who has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income doesn't exceed the income limitation set forth in FS 196.075 (currently \$20,000/yr).

In order for this exemption to be available to City taxpayers, the Commission is required to adopt an ordinance granting the exemption. If this ordinance is adopted prior to December 1, it will apply for the FY 2015 tax year. The County adopted this exemption on 2/26/13 by Ordinance 2013-05. The attached ordinance tracks the Putnam County ordinance.

On August 7, 2014 the Commission voted to bring an ordinance adopting this exemption for City taxpayers before the Commission for consideration and adoption, at the request of Tim Parker, Tax Assessor.

**RECOMMENDED ACTION:**

**Adopt on 2nd reading an ordinance granting the "Super Senior" homestead exemption for qualifying senior citizens. This was passed on first reading on 10/23/14**

**ATTACHMENTS:**

Description	Type
D Ordinance - Super Senior Exemption	Ordinance
D FS 196.075 and Putnam Co. Ord No. 2013-05	Ordinance

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 4:19 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 4:19 PM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 4:22 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:07 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:39 AM

**ORDINANCE NO. 14 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 78, TAXATION, TO ADD PROVISIONS PROVIDING AN ADDITIONAL HOMESTEAD EXEMPTION FOR CERTAIN QUALIFYING SENIOR CITIZENS; GRANTING AN ADDITIONAL HOMESTEAD TAX EXEMPTION TO AN OWNER WHO HAS MAINTAINED PERMANENT RESIDENCY ON THE PROPERTY FOR NOT LESS THAN 25 CONSECUTIVE YEARS, WHO HAS ATTAINED AGE 65, AND WHO HAS A LOW ANNUAL HOUSEHOLD INCOME AS DEFINED BY GENERAL LAW; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on November 6, 2012, the voters of Florida approved Amendment 11 to the Florida Constitution providing for an additional homestead exemption for qualified seniors in the amount of the assessed value of the property (the “Senior Exemption”); and

**WHEREAS**, the Senior Exemption is available to any person who has legal or equitable title to real estate with a just value less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained the age of 65, and whose household income does not exceed the income limitations provided in Section 196.075, Florida Statutes, adjusted annually; and

**WHEREAS**, Section 196.075, Florida Statutes, requires that in order for such additional homestead exemption to be available for the City of Palatka’s tax purposes, an ordinance implementing such homestead exemption is required to be adopted by a super majority of the City Commission (4 votes); and

**WHEREAS**, 53.46% of the voters of the City of Palatka voting in the November 6, 2012 General Election voted in favor of Amendment 11; and

**WHEREAS**, the Palatka City Commission finds that it is in the best interest of the City to make the additional homestead tax exemption available to qualified seniors within the City of Palatka.

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

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by reference.

**Section 2. Additional homestead exemption for qualifying seniors.** That Chapter 78, Taxation, of the Palatka Municipal Code, shall be amended to add a section entitled “Additional homestead exemption for certain low income qualifying senior citizens; eligibility” as follows:

**Additional homestead exemption for certain low-income qualifying senior citizens; eligibility**

- (a) For the purposes of this section, the terms “household” and “household income” shall have the same meaning as ascribed to them in F.S. 196.075.
- (b) In accordance with Section 6(d), Article VII of the Florida Constitution and Section 196.075(2) Florida Statutes, any person who meets the following criteria, shall be entitled to make application for an additional homestead exemption equal to the property’s assessed value:
1. the person must have legal or equitable title to the property;
  2. the homesteaded property must have a just (market) value less than \$250,000.00;
  3. the property must have been the permanent residency of the owner for at least 25 consecutive years;
  4. the owner must be a minimum of 65 years of old, and attained the age of 65 years prior to January 1 of the tax year for which this additional homestead exemption is sought; and
  5. the owner’s household income must not exceed the income limitations as established and adjusted pursuant to F.S. 196.075(3) as amended
- (c) Every person claiming this additional homestead exemption must file an application with the property appraiser no later than March 1 of each year for which such exemption is claimed. The application shall be on a form prescribed by the state department of revenue and shall include a sworn statement of household income. On or before June 1 of each year, each applicant must file supporting documentation with the property appraiser, including copies of all federal income tax returns, wage and earning statements, W-2 forms and such other documentation as may be required by the property appraiser, including documentation necessary to verify the income received by all members of the household for the prior year. The applicant’s statement shall attest to the accuracy of all documentation provided, and the property appraiser shall not grant the exemption without the required documentation.
- (d) Failure to file the application and sworn statement by March 1, or failure to file the required documentation by June 1 of any given year, shall constitute a waiver of the additional exemption privilege for that year.
- (e) The amount of the additional homestead exemption is:  
For any person who has the legal or equitable title to real estate with a just value less than \$250,000 and has maintained thereon the permanent residence of the owner for at least consecutive 25 years, the full amount of the assessed value of such property.
- The total of all exemptions from ad valorem taxes applicable to a particular parcel shall not exceed the ad valorem assessment of such parcel.
- (f) Except as set forth in Subsection (g) of this Ordinance, the additional homestead exemption, if granted, shall apply to all ad valorem taxes levied by the City of Palatka commencing with the year 2015 tax roll, and, if applicable, shall be subject to the provisions of FS 296.131 and 196.161. If title to the property is held

jointly with right of survivorship, the person residing on the property and otherwise qualifying for the additional homestead exemption may receive the entire amount of the additional homestead exemption provided herein.

- (g) The additional homestead exemption shall not apply to:
1. Ad valorem taxes levied by the City or County within dependent special districts or municipal service taxing units currently existing or hereafter created; or
  2. Special assessments; or
  3. Any taxes or fees levied in respect to a Fire Service District.

**Section 3. Transmittal.** Following adoption, the City Clerk shall, by December 1, 2014, deliver a copy of this Ordinance to the Putnam County Property Appraiser, the Putnam County Tax Collector and the Florida Department of Revenue.

**Section 4. Repeal of Conflicting Provisions.** All ordinances, resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

**Section 5. Severability.** The provisions of this Ordinance are declared to be non-severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall render this Ordinance void in its entirety.

**Section 6. 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, on second reading this 20<sup>th</sup> day of November, 2014.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
City Attorney

Select Year: 2014 ▾ 

## The 2014 Florida Statutes

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[Title XIV](#)  
TAXATION AND FINANCE

[Chapter 196](#)  
EXEMPTION

[View Entire Chapter](#)

### 196.075 Additional homestead exemption for persons 65 and older.—

(1) As used in this section, the term:

(a) "Household" means a person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.

(b) "Household income" means the adjusted gross income, as defined in s. 62 of the United States Internal Revenue Code, of all members of a household.

(2) In accordance with s. 6(d), Art. VII of the State Constitution, the board of county commissioners of any county or the governing authority of any municipality may adopt an ordinance to allow either or both of the following additional homestead exemptions:

(a) Up to \$50,000 for any person who has the legal or equitable title to real estate and maintains thereon the permanent residence of the owner, who has attained age 65, and whose household income does not exceed \$20,000; or

(b) The amount of the assessed value of the property for any person who has the legal or equitable title to real estate with a just value less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained age 65, and whose household income does not exceed the income limitation prescribed in paragraph (a), as calculated in subsection (3).

(3) Beginning January 1, 2001, the \$20,000 income limitation shall be adjusted annually, on January 1, by the percentage change in the average cost-of-living index in the period January 1 through December 31 of the immediate prior year compared with the same period for the year prior to that. The index is the average of the monthly consumer-price-index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

(4) An ordinance granting an additional homestead exemption as authorized by this section must meet the following requirements:

(a) It must be adopted under the procedures for adoption of a nonemergency ordinance specified in chapter 125 by a board of county commissioners or chapter 166 by a municipal governing authority, except that the exemption authorized by paragraph (2)(b) must be authorized by a super majority (a majority plus one) vote of the members of the governing body of the county or municipality granting such exemption.

(b) It must specify that the exemption applies only to taxes levied by the unit of government granting the exemption. Unless otherwise specified by the county or municipality, this exemption will apply to all tax levies of the county or municipality granting the exemption, including dependent special districts and municipal service taxing units.

(c) It must specify the amount of the exemption, which may not exceed the applicable amount specified in subsection (2). If the county or municipality specifies a different exemption amount for dependent special districts or municipal service taxing units, the exemption amount must be uniform in all dependent special districts or municipal service taxing units within the county or municipality.

(d) It must require that a taxpayer claiming the exemption annually submit to the property appraiser, not later than March 1, a sworn statement of household income on a form prescribed by the Department of Revenue.

(5) The department must require by rule that the filing of the statement be supported by copies of any federal income tax returns for the prior year, any wage and earnings statements (W-2 forms), any request for an extension of time to file returns, and any other documents it finds necessary, for each member of the household, to be submitted for inspection by the property appraiser. The taxpayer's sworn statement shall attest to the accuracy of the documents and grant permission to allow review of the documents if requested by the property appraiser. Submission of supporting documentation is not required for the renewal of an exemption under this section unless the property appraiser requests such documentation. Once the documents have been inspected by the property appraiser, they shall be returned to the taxpayer or otherwise destroyed. The property appraiser is authorized to generate random audits of the taxpayers' sworn statements to ensure the accuracy of the household income reported. If so selected for audit, a taxpayer shall execute Internal Revenue Service Form 8821 or 4506, which authorizes the Internal Revenue Service to release tax information to the property appraiser's office. All reviews conducted in accordance with this section shall be completed on or before June 1. The property appraiser may not grant or renew the exemption if the required documentation requested is not provided.

(6) The board of county commissioners or municipal governing authority must deliver a copy of any ordinance adopted under this section to the property appraiser no later than December 1 of the year prior to the year the exemption will take effect. If the ordinance is repealed, the board of county commissioners or municipal governing authority shall notify the property appraiser no later than December 1 of the year prior to the year the exemption expires.

(7) Those persons entitled to the homestead exemption in s. [196.031](#) may apply for and receive an additional homestead exemption as provided in this section. Receipt of the additional homestead exemption provided for in this section shall be subject to the provisions of ss. [196.131](#) and [196.161](#), if applicable.

(8) If title is held jointly with right of survivorship, the person residing on the property and otherwise qualifying may receive the entire amount of the additional homestead exemption.

(9) If the property appraiser determines that for any year within the immediately previous 10 years a person who was not entitled to the additional homestead exemption under this section was granted such an exemption, the property appraiser shall serve upon the owner a notice of intent to record in the public records of the county a notice of tax lien against any property owned by that person in the county, and that property must be identified in the notice of tax lien. Any property that is owned by the taxpayer and is situated in this state is subject to the taxes exempted by the improper homestead exemption, plus a penalty of 50 percent of the unpaid taxes for each year and interest at a rate of 15 percent per annum. However, if such an exemption is improperly granted as a result of a clerical mistake or omission by the property appraiser, the person who improperly received the exemption may not be assessed a penalty and interest. Before any such lien may be filed, the owner must be given 30 days within which to pay the taxes, penalties, and interest. Such a lien is subject to the procedures and provisions set forth in s. [196.161\(3\)](#).

History.—s. 1, ch. 99-341; s. 1, ch. 2002-52; s. 1, ch. 2007-4; s. 26, ch. 2010-5; s. 1, ch. 2012-57; s. 9, ch. 2013-72; s. 27, ch. 2014-17.

PUTNAM COUNTY, FLORIDA

ORDINANCE NO. 2013-65

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PUTNAM COUNTY, FLORIDA, AMENDING SECTION 40-19 OF ARTICLE II OF CHAPTER 40 OF THE PUTNAM COUNTY CODE RELATING TO HOMESTEAD EXEMPTIONS FOR SENIOR CITIZENS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the voters of the State of Florida, on November 8, 2012, voted to approve Amendment No. 11;

WHEREAS, pursuant to Amendment No. 11 and House Bill 357, now codified as Article VII, Section 6(d)(2) of the Florida Constitution and Section 196.075, Florida Statutes, respectively, the Board of County Commissioners may adopt an ordinance to allow an additional homestead exemption for the amount of the assessed value of the property for any person who has the legal or equitable title to real estate with a just value of less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, who has attained the age of 65, and whose household income does not exceed the income limitations set forth in state law; and

WHEREAS, Section 196.075, Florida Statutes, provides that this low-income senior homestead exemption must be authorized by a majority plus one vote of the members of the governing body of the County.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PUTNAM COUNTY, FLORIDA:

Section 1. Section 40-19 of Article II of Chapter 40 of the Putnam County Code is hereby amended to read in its entirety as set forth in Appendix A attached hereto.

Section 2. The provisions hereof shall supersede any provisions covering the same subject previously adopted by the County Commission.

Section 3. A certified copy of this Ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners and shall take effect upon receipt of official acknowledgement from the Department of State that this Ordinance has been filed.

DONE, ORDERED AND ADOPTED this 9th day of April, 2013.

BOARD OF COUNTY COMMISSIONERS  
OF PUTNAM COUNTY, FLORIDA

ATTEST:

  
Tim Smith, Clerk to the Board  
of County Commissioners



BY:

  
Chair

**ARTICLE I: IN GENERAL**

**Secs. 40-1—40-18. Reserved.**

**ARTICLE II: AD VALOREM TAXES**

**Sec. 40-19. Additional homestead exemption for low income senior citizens.**

*(a) Authority and purpose.* This section is adopted pursuant to the specific authority of Florida Constitution article VII, § 6(d); F.S. § 196.075; and the County's home rule powers granted by F.S. ch. 125.

*(b) Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*65 years of age* means a person who has attained the age of 65 years prior to January 1 of the tax year for which this additional homestead exemption is sought.

*Department of revenue* means the department of revenue for the state.

*Household* means a person or group of persons living together in a room or group of rooms as a housing unit, but the term does not include persons boarding in or renting a portion of the dwelling.

*Household income* means the adjusted gross income, as defined in section 62 of the United States Internal Revenue Code, of all members of a household.

*(c) Entitlement to additional homestead exemption.* Any person 65 years of age or older who has legal or equitable title to real estate located within the County and who maintains thereon his permanent residence, which residence qualifies for and receives homestead exemption pursuant to Florida Constitution article VII, § 6(a), and whose household income does not exceed \$20,000.00 per year, as adjusted pursuant to Sec. (h) hereof, shall be entitled to make application for an additional homestead exemption as provided in this article.

The amount of the additional homestead exemption is:

(a) \$25,000.00; or

(b) for any person who has the legal or equitable title to real estate with a just value less than \$250,000 and has maintained thereon the permanent residence of the owner for at least 25 years, the full amount of the assessed value of such property.

The total of all exemptions from ad valorem taxes applicable to a particular parcel shall not exceed the ad valorem assessment of such parcel.

*(d) Application.* Except as set forth in subsection (e) of this section, the additional homestead exemption, if granted, shall apply to all ad valorem taxes levied by the County, and, if applicable, shall be subject to the provisions of F.S. §§ 196.131 and 196.161. If title to the property is held jointly with right of survivorship, the person residing on the property and otherwise qualifying for the additional homestead exemption may receive the entire amount of the additional homestead exemption provided herein.

## APPENDIX A

*(e) Exceptions.* The additional homestead exemption shall not apply to:

- (1) Ad valorem taxes levied by the County within dependent special districts or municipal service taxing units currently existing or hereafter created, or
- (2) Special assessments.

Accordingly, as of the effective date of this Ordinance, the additional homestead exemption shall not apply to ad valorem taxes levied in respect of the Fire Service Taxing District.

*(f) Availability.* The additional homestead exemption provided herein shall be available to qualified persons beginning with the year 2014 tax roll.

*(g) Requirements.* The following are the requirements for claiming additional homestead exemption:

- (1) Every person claiming this additional homestead exemption must file an application with the property appraiser no later than March 1 of each year for which such exemption is claimed. The application shall be on a form prescribed by the state department of revenue and shall include a sworn statement of household income. On or before June 1 of each year, each applicant must file supporting documentation with the property appraiser, including copies of all federal income tax returns, wage and earning statements, W-2 forms, and such other documentation as may be required by the property appraiser, including documentation necessary to verify the income received by all members of the household for the prior year. The applicant's statement shall attest to the accuracy of all documentation provided, and the property appraiser shall not grant the exemption without the required documentation.
- (2) Failure to file the application and sworn statement by March 1, or failure to file the required supporting documentation by June 1, of any given year shall constitute a waiver of the additional exemption for that year.

*(h) Annual adjustment of income.* Beginning January 1, 2001, and continuing every January 1 thereafter, the \$20,000.00 income limitation shall be adjusted annually by the percentage change in the average cost-of-living index for the period January 1 through December 31 of the immediate prior year as compared with the same period for the year prior to that year. This index is the average of the monthly consumer-price index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor.

*Agenda  
Item*

9



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Zoning Code Section 94-2, 94-143, and 94-156 to define and allow original and historic uses as conditional uses in historic districts, and providing conditional use criteria for original or historic uses - 2nd Reading, Adopt

**SUMMARY:**

This is second reading of an ordinance that will amend the Zoning Code to allow owners of historic structures to apply for re-instituting the original or historic use of the structure through the conditional use process before the Planning Board, with this board receiving a recommendation from the Historic Preservation Board. Criteria for consideration include neighborhood impacts such as parking and the economic hardship of retaining the structure in a form other than its original or historic use.

**RECOMMENDED ACTION:**

**Adopt on second reading an ordinance allowing original or historic uses in historic district by conditional use permit. This was passed on first reading on 10/23/14**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Planning Board Minutes Excerpt	Backup Material
<input type="checkbox"/> Historic Preservation Board Minutes	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 5:45 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 5:45 PM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 5:47 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:07 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:39 AM

This instrument prepared by:  
Thad Crowe, AICP  
201 N 2<sup>nd</sup> Street  
Palatka, Florida 32177

**ORDINANCE NO. 14-**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING ZONING CODE SECTION 94-2, 94-143, AND 94-156, DEFINING ORIGINAL OR HISTORIC USE, ALLOWING ORIGINAL AND HISTORIC USES AS CONDITIONAL USES IN HISTORIC DISTRICTS, AND PROVIDING CONDITIONAL USE CRITERIA FOR ORIGINAL OR HISTORIC USES, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by the Building and Zoning Department, to the City for such amendments to the Planning Code of the City of Palatka, Florida; and

**WHEREAS**, all the necessary procedural steps have been accomplished, including a public hearing before the Historic Preservation Board on June 6, 2014, a public hearing before the Planning Board on September 2, 2014, and two public hearings before the City Commission of the City of Palatka on October 23, 2014 and November 13, 2014; and

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

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

**Section 1.** The following Zoning Code Sections shall be amended as follows.

**Sec. 94-2. - Definitions and rules of construction.**

**Original or historic use.** The term "original or historic use" means the original use of a contributing structure within a historic district at the time of its construction or as occurring during the districts period of historic significance.

**Sec. 94-143. R-1 single-family residential district.**

- (a) *Intent.* The R-1 district is intended to provide for single-family residential areas of low density. Cluster housing, townhouses and certain structures and uses designated to serve governmental, religious, noncommercial recreational and other immediate needs of such areas are permitted or are permissible as conditional uses within the district, subject to restrictions and requirements necessary to preserve and protect its low density residential character.
- (b) *Permitted principal uses and structures.* Permitted principal uses and structures in the R-1 district are the same as for the R-1AA district.
- (c) *Permitted accessory uses and structures.* Permitted accessory uses and structures in the R-1 district are the same as for the R-1AA district.
- (d) *Prohibited uses and structures.* Prohibited uses and structures in the R-1 district are the same as for the R-1AA district.
- (e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3.) Conditional uses in the R-1 district are the same as for the R-1A district, and in addition:
  - (1) Townhouses. (See section 94-196 and section 94-2, definitions.)
  - (2) Home occupations. (See section 94-2, definitions.)
  - (3) Bed and breakfast accommodations in historic districts.
  - (4) Original or historic uses in historic districts. (see section 94-2, definitions.)
- (f) *Development standards.* Development standards for the R-1 district are as follows:
  - (1) Maximum density: 5.0 dwelling units per acre, except that original or historic uses in historic districts may exceed this density up to the Comprehensive Plan Future Land Use Map maximum density.

**Sec. 94-156. HD historic district.**

- (a) *Intent.* Designated historic districts preserve visual evidence of the city's significant historical role in the development of northeast Florida. The historic districts represent distinctive elements of the city's cultural, social, economic, political and architectural past and foster civic pride in the community. Designation as a historic district provides controls needed to preserve the architectural character of the neighborhood.

(b) *Permitted principal uses and structures.* Historic districts may contain a variety of land uses consistent with the original composition of the neighborhood. The moving, alteration or remodeling of a historic structure must be permitted through the historic preservation board.

(Reference chapter 54, article III.)

(c) *Conditional uses.*

(1) *Adaptive Reuse.* Historical structures may be permitted for a use other than their original design use when maintaining the original design use is no longer economically or socially feasible. In such cases, the new use of the structure will not be considered to be a nonconforming land use. Alternate uses of historic structures must be approved by the planning board with consideration of recommendations by the city historic preservation board.

(2) *Original or historic use.* Historical structures may be permitted for their original or historic design use when the current design use is no longer economically or socially feasible. Original or historic use must be approved by the planning board with consideration of recommendations from the historic preservation board and with consideration of the following factors along with the established conditional use criteria:

1. The building or structure could not easily be retrofitted to comply with existing codes and criteria without such factors as significant costs, required variances, the vacation of right-of-way, the purchasing of adjacent property, extensive interior remodeling including wall removals or additions, or the removal of portions of the existing building.
2. Projects shall provide as many required off-street parking spaces as can reasonably be provided on-site without destroying the integrity of the historic resource.
3. Traditionally occurring on-street parking shall be credited toward parking requirements.
4. Residential uses may not exceed eighteen units per acre.
5. Qualifying structures must retain the appearance of single-family homes to the greatest degree practicable, except that original and historic elements will not require modification or removal.
6. Any approval must include the condition that if the structure is removed the property shall fully

conform with current zoning standards.

7. Life and safety related issues, as defined by the Building Official and Fire Marshall, shall not be waived in any case.

**Section 2.** To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

**Section 3.** 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 4.** This Ordinance shall become effective immediately upon its final passage by the City Commission.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 20<sup>th</sup> day of November, 2014.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

Certificate of Appropriateness  
HB 14-17 (Original and Historic Use)

## STAFF REPORT

DATE: July 31, 2014

TO: Historic Preservation Board members

FROM: Thad Crowe, AICP  
Planning Director

### APPLICATION REQUEST

This item was presented to the Board as a discussion item at the May 1, 2014 meeting. Staff relayed to the Board that there have been multiple instances where potential owners of larger historic buildings have opted out of purchasing such properties and current owners of such properties have been hamstrung by the inability to restore and maintain such properties. The combination of large restoration costs and a limited ability to recoup those costs often render such buildings unusable and vacant. Zoning solutions in the form of slightly higher residential density and/or use for limited commercial or office space could level the playing field in such situations, and conditional use review could provide for public notice and input, while limiting neighborhood impacts. The Board agreed by consensus to consider proposed zoning changes to provide for incentives for the restoration of such properties.

### PROJECT BACKGROUND

Staff researched this issue and found that other Florida jurisdictions have addressed the problem of large historic structures rendered obsolete by zoning. The City of Jacksonville, in the Historic Springfield Zoning Overlay, created the classifications of "original use," referring to the original unit configuration of a historic building at the time of its construction; and "historic use," referring to the use configuration where it had been changed during the historic time period after its construction. Original uses were allowed by right in the overlay and historic uses were allowed by zoning exception (similar to Palatka's conditional use process). The City of St. Petersburg also employed an overlay zoning district that allowed for higher density for functionally obsolete historic structures, recognizing that such approval did not constitute spot zoning because the goal of preserving historic structures was met. Staff from the City of Little Rock, AR provided the following commentary:

*Whether they were built as corner stores, churches, or apartments, most neighborhoods traditionally included some number of non-houses. Generally speaking, single-family zoning strangles non-houses from usability. Our zoning rules have always allowed for offices and quiet business to be considered as conditional uses in our single-family zone "when the preservation of a historic commercial building is involved." That's helped our historic corner stores to find new uses, but our district's original apartment buildings and houses of worship continued to struggle with vacancy and neglect. So staff recently suggested changing that language to "when the preservation of a historic commercial, multifamily, or civic type building is involved." (We made sure to include the word "type" to clarify that we were referring a building's form, not necessarily its original use.) Our property owners had reservations about allowing historic structures built as three, four, and eight-unit dwellings to be converted to commercial use. So they asked that we strike multifamily from the proposed changes.*

Staff from Salisbury, NC provided the following comments:

*In our Historic Residential (HR) districts multi-family uses with 4 or less units are designated as PS – permitted with standards. The standard is that “up to four (4) units per building, or less, are permitted only when the structure was originally constructed to contain such multiple units.” This was intended to protect the single family homes, but I believe it also works in reverse too. The large single family homes are prevented from being carved up, but the multi-family buildings are allowed to operate as small-scale multi-family buildings if they were originally constructed that way.*

The concern about multi-family in Palatka could be addressed through the conditional use process on a case-by-case basis. The Planning Board, with the Historic Preservation Board assisting by making recommendations, can apply additional conditions that may come up in each unique situation. Additionally the ordinance could tie original and historic use to owner-occupancy, much like the owner-occupancy requirement for bed and breakfast establishments. Staff is not recommending this as this would remove more of the functionality and flexibility of this new standard.

Please note that Staff also recommends shifting the current Historic Preservation Board review of adaptive reuse [noted in the second recommended change under (c)(1)]. As stated in Zoning Code Sec. 54-79 the Historic Preservation Board “shall not exercise any control over land use, such as is governed by the zoning ordinance.” This correction appropriately gives zoning authority to the Planning Board, but requires this Board to consider the recommendations of the Historic Preservation Board.

The following elements are recommended to institute the original and historic use ordinance, with additions underlined and deletions ~~struck-through~~.

**Zoning Code Sec. 94-2 (Definitions)**

1. Definition: Original or historic use. The term “original or historic use” means the original use of a contributing structure within a historic district at the time of its construction or as occurring during the district’s period of historic significance.

**Zoning Code Sec. 94-156 HD historic district** (addition of original or historic use conditional use criteria within HD (Historic District zoning district):

(c) *Conditional uses.*

- (1) Adaptive Reuse. Historical structures may be permitted for a use other than their original design use when maintaining the original design use is no longer economically or socially feasible. In such cases, the new use of the structure will not be considered to be a nonconforming land use. Alternate uses of historic structures must be approved by the planning board with consideration of recommendations by the city historic preservation board.
- (2) Original or historic use. Historical structures may be permitted for their original or historic design use when the current design use is no longer economically or socially feasible. Original or historic use must be approved by the planning board with consideration of recommendations from the historic preservation board and with consideration of the following factors along with the established conditional use criteria:
  1. The building or structure could not easily be retrofitted to comply with existing codes and criteria without such factors as significant costs, required variances, the vacation of

- right-of-way, the purchasing of adjacent property, extensive interior remodeling including wall removals or additions, or the removal of portions of the existing building.
2. Projects shall provide as many required off-street parking spaces as can reasonably be provided on-site without destroying the integrity of the historic resource.
  3. Traditionally occurring on-street parking shall be credited toward parking requirements.
  4. Residential uses may not exceed eighteen units per acre.
  5. Qualifying structures must retain the appearance of single-family homes to the greatest degree practicable, except that original and historic elements will not require modification or removal.
  6. Any approval must include the condition that if the structure is removed the property shall fully conform with current zoning standards.

### **PROJECT ANALYSIS**

Per Section 94-38(f)(2) of the Zoning Code, the Historic Preservation Board, Planning Board, and City Commission must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

a. The need and justification for the change.

**Staff comments:** the following justifications are applicable.

- The amendment will encourage the use of larger residential structures that are not feasible for use as single-family homes.
- The amendment will prevent the harm and expense to historic resources caused by the required conversion of historic multi-use structures to single-family homes.
- The amendment will provide for neighborhood compatibility for such uses through the conditional use process.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

**Staff comments:** the following Comprehensive Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of the Comprehensive Plan. In regard to the policies listed below, the amendment is in line with stated purposes of promoting infill development, renewing blighted properties, encouraging the use of existing commercial areas, preserving historic resources, and promoting adaptive reuse.

#### **FUTURE LAND USE ELEMENT**

**Objective A.1.2** *9J-5.006(3)(b)2*

*Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.*

**Policy A.1.6.1** *9J-5.006(3)(c)*

*Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.*

**Objective A.1.5** *9J-5.006(3)(b)4; F.S. 187.201(16)(a)(b)5*

*Upon Plan adoption, The City, through implementing the following policies, shall increase public awareness of the historical significance of the City and provide incentives to maintain and restore historically significant areas and structures within the City limits.*

**Policy A.1.5.2** 9J-5.006(3)(c)8

*Neither the owner of, nor the person in charge of, a structure within a historic district, or a structure that has been designated a national, State or local historical landmark shall permit such structure to fall into a state of disrepair which may result in the deterioration of exterior appurtenances or architectural features so as to produce or tend to produce, in the judgment of the board, a detrimental effect upon the character of the district as a whole or the life and character of the structure in question.*

*Adaptive reuse of historic structures shall be given priority over actions that would harm or destroy the historic value of such resources. Adaptive reuse shall include the permitting of historic structures to be remodeled or rehabilitated for a use that would be non-conforming to adjacent properties so long as the remodeling/rehabilitation does not affect the historical significance of the structure and the proposed use is or can be made compatible with adjacent land uses.*

**STAFF RECOMMENDATION**

Staff recommends approval of COA HB 14-17 including the following definition of “original or historic use” and the addition of HD historic district criteria for this use, as noted below.

**Zoning Code Sec. 94-2 (Definitions)**

Definition: Original or historic use. The term “original or historic use” means the original use of a contributing structure within a historic district at the time of its construction or as occurring during the districts period of historic significance.

**Zoning Code Sec. 94-156 HD historic district (zoning):**

(c) *Conditional uses.*

- (1) *Adaptive Reuse.* Historical structures may be permitted for a use other than their original design use when maintaining the original design use is no longer economically or socially feasible. In such cases, the new use of the structure will not be considered to be a nonconforming land use. Alternate uses of historic structures must be approved by the planning board with consideration of recommendations by the city historic preservation board.
- (2) Original or historic use. Historical structures may be permitted for their original or historic design use when the current design use is no longer economically or socially feasible. Original or historic use must be approved by the planning board with consideration of recommendations from the historic preservation board and with consideration of the following factors along with the established conditional use criteria:
  1. The building or structure could not easily be retrofitted to comply with existing codes and criteria without such factors as significant costs, required variances, the vacation of right-of-way, the purchasing of adjacent property, extensive interior remodeling including wall removals or additions, or the removal of portions of the existing building.
  2. Projects shall provide as many required off-street parking spaces as can reasonably be provided on-site without destroying the integrity of the historic resource.
  3. Traditionally occurring on-street parking shall be credited toward parking requirements.
  4. Residential uses may not exceed eighteen units per acre.

5. Qualifying structures must retain the appearance of single-family homes to the greatest degree practicable, except that original and historic elements will not require modification or removal.
6. Any approval must include the condition that if the structure is removed the property shall fully conform with current zoning standards.

## Planning Board draft minutes - excerpts of September 2, 2014 meeting

**Case 14-22:** Administrative request to allow for conditional use approval for original and historic uses in local historic districts, clarify review responsibility for conditional uses for Planning Board and Historic Preservation Board.

Mr. Crowe explained that this is something that has been discussed with the Historic Preservation Board for the past year. There are a number of historic buildings that are not allowed use that will assist in recovering the high cost of renovation and maintenance. This mostly applies to multi-family structures in single family zoning. This change would allow for a mechanism to allow restoration of an original use. Other jurisdictions allow for this through a public forum as a special exception - in our case it would be a conditional use. The goal of historic preservation is to preserve and restore original and historic design and staff is proposing to extend that to this use. There is already a mechanism for allowing Bed and Breakfast and Adaptive Re-use (through the conditional use process), which will work for original or historic use. Requests would be considered on a case-by-case basis. He added that the regulation of use is the sole purview of the Planning Board, while design review is the purview of the Historic Preservation Board. Within a single-family neighborhood these structures need to look and feel like a single family home, unless this really damages the historic fabric of the structure. The full intent of this is to recognize & protect the historic structure not the property, so should the structure go away, so does the approval. He completed the presentation by noting that the Comprehensive Plan has a number of policies encouraging historic preservation that support this type of amendment.

Mr. Petrucci asked if the Historic Preservation Board would first consider the request to determine the historic use. Mr. Crowe said yes, that they would determine what that building was designed for historically and review any exterior changes.

Mr. Douglas questioned if the standards could be removed to provide for more flexibility in the consideration of such requests. Mr. Crowe answered that the standards are needed to provide some structure and guidance for applicants.

Mr. Holmes asked Mr. Crowe for some clarity on his proposed addition of language to the definition of original or historic use (found on page two Sec. 94-2; 94-156 of the staff report). Mr. Crowe explained that it is intended to consider those that were either built for a certain use or had a historical use during the District's historic period of time. Mr. Holmes questioned why this was being considered since it was already covered in the existing language regarding adaptive re-use. Mr. Crowe explained that the current adaptive reuse standards pertained to requesting a use different than the original and historic use, which was different from this amendment.

Mr. Sheffield asked what the genesis of this case was. Mr. Crowe advised there have been several requests to allow for something like this.

Mr. Wallace asked if the District's historic period of time is defined. Mr. Crowe replied yes, it is defined in the 1982 Cultural Research Survey, defined as roughly between 1880 and World War II. Structures that were modified during this historic time period would also be eligible for consideration. Discussion ensued regarding the difference between a period of historic significance use and an adaptive re-use.

**Motion** made by Mr. Petrucci and seconded by Mr. Wallace to approve the zoning Code text amendment as presented by staff with the following language to be added on page 3, item 1. (after the words "significant cost"), however, that Life Safety Codes shall not be waived in the opinion of the Building Official and the Fire Marshal. All present voted affirmative, motion carried.

**HISTORIC PRESERVATION BOARD**  
**CITY OF PALATKA**  
**DRAFT Meeting Minutes August 7, 2014**

**Case:** HB 14-17  
**Locations:** N/A  
**Applicant:** Building and Zoning Dept.  
**Request:** Proposed Original and Historic Use Ordinance.

Mr. Crowe said that this issue was raised before the Board at the May, 2014 meeting to discuss zoning standards that are inhibiting restoration and preservation of historic houses. The Board asked Staff to proceed with research and bring back suggestions for specific zoning changes that would help to reuse large historic buildings, particularly those which were constructed as multi family or even neighborhood commercial. In researching the matter Staff found that cities like Jacksonville have adopted ordinances and created a concept of what is called original use, referring to the use of the building when it was originally constructed. He noted that neighborhoods are no longer as mixed-use and diverse as they once were, with a mix of single and multi-family uses and even neighborhood corner stores. St. Petersburg also has a similar ordinance that allows for higher density in historic districts. Staff is aware of concerns that allowing higher density and intensity can be a “slippery slope.” The proposed ordinance will use zoning to not inhibit the use of an original use structure, but to allow this original use as it was historically designed for. The Board already has a mechanism of this kind in the current standards in the case of bed and breakfast uses, allowed as conditional uses in the adaptive reuse section of the code and requiring approval by the Planning Board. He added that it is important to distinguish the design review function of the Historic Preservation Board from the Planning Board, which is a land use and zoning board. Staff proposes to add the original use provision to the historic preservation section of the Zoning Code, which already has the adaptive reuse standards. The Planning Board would review original use requests under the standard conditional use criteria along with additional criteria historic preservation criteria, including:

- the building cannot not be easily retrofitted to comply with the existing code which means it could not be converted to single family without significant cause, variances, purchasing adjacent properties, and interior modifications and damage the historic fabric of the building;
- parking needs must be met, although on-street parking should be credited;
- the comprehensive plan density cannot be exceeded;
- qualifying structures must keep the appearance of single family homes unless this results in exterior alterations that are not in keeping with the historic character of the building; and
- approvals run with the property/structure and not the owner, and if the structure is removed or demolished, eligibility is also removed.

If the board would make a motion to approve this ordinance then we would take the ordinance to the Planning Board, which would make a recommendation to the City Commission for final review. Staff recommends approval.

**Public Comment**

Barbara Smothers, 110 Mulberry Rd, said that she and her husband own a house in the North Historic District (504 N 2<sup>nd</sup> St) which was originally built as a four-plex. Under this new ordinance there is possibility of using the house as a duplex. They would not like to turn the home into a single family home because it is 100 years old and turning it into a single family home would destroy the historic integrity of the home. The ordinance would allow transforming the house into a duplex with a minimal amount of wall rearrangement. She said she was in favor of the ordinance.

Ms. van Rensburg would like to recuse herself from this discussion since her husband is a general contractor and has done some work for the Smothers in the past. Ms. van Rensburg filled out an recusal form (file).

**HISTORIC PRESERVATION BOARD**  
**CITY OF PALATKA**  
**DRAFT Meeting Minutes August 7, 2014**

Anthony Harwell, 322 Madison St, spoke in favor of the ordinance.

Corky Diamond, 412 Mulholland Park, noted that the building Ms. Smothers is referring to would be for residential use and not for commercial use. Ms. Smothers agreed. Mr. Diamond supported the ordinance.

J. Normand Jutras, 412 Mulholland Park, said that there were other properties the new ordinance would also affect. He spoke in favor of the ordinance.

Chairperson Correa suggested that the City considered the possibility of a rental ordinance also so that the two ordinances could go hand in hand with each other for some safeguards of the neighborhood.

Ms. Scheonberger asked what exactly the Board would be voting. Chairperson Correa advised Ms. Scheonberger that the motion would be to recommend sending the ordinance forward the planning board for their review and recommendation.

**Motion** made by Mr. Evans to approve the staff recommendation to forward the ordinance to the Planning Board as suggested by staff. The motion was seconded by Mr. Goodwin and approved unanimously.

**OTHER BUSINESS** – Mr. Beaton would like to mention that the City of Palatka has by their master site file on the website so now you could download and look at the master site file for any property in the historic district and he wanted to thank the City building department for that. The Putnam County Historical Society website also has the original study that was done to form the historic districts in Palatka. Chairperson Correa also advised the board that the South Historic Neighborhood Association also has a hard copy of this report as well for anyone to look at.

J. Normand Jutras, 412 Mulholland Park, 409 Emmett St addressed the Board, noting that he had recently purchased a home in the South Historic District with a badly leaking roof and he requested direction from the Board if it would be acceptable to install a architectural shingle roof. Mr. Crowe added that the current standards allowed Staff to approve a metal, wood shingle, or slate roof, since they were accepted historic roof materials, but he believed that this list should now include architectural shingles, since the Board had approved such a roof at their last meeting. Chairperson Correa agreed that the board did set a precedent for the architectural shingles and that staff could go ahead and approve this roof type administratively.

**Motion** made by Mr. Beaton to adjourn, seconded by Mr. Evans.

**ADJOURNMENT**

With no further business the meeting was adjourned at 5:10 pm.

*Agenda  
Item*

**10**



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Zoning Code Section 94-2, 94-149, and 94-202, defining mobile medical units and allowing the use as either a permitted or conditional accessory use/structure in the C-2 (intensive commercial) zoning district - 2nd Reading, Adopt

**SUMMARY:**

This is second reading of an ordinance to amend the Zoning Code to allow mobile medical units, either as freestanding "Bloodmobile" type units, permissible by right, or as conditional accessory uses/structures associated with established medical clinics. Applicable criteria and standards for this use include parking, traffic circulation, appearance, and other factors.

**RECOMMENDED ACTION:**

**Adopt on second reading an ordinance allowing mobile medical units in the C-2 zoning district either as permitted uses or as conditional accessory structures. Passed on first reading on 10/23/14**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Planning Board Minutes Excerpt	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 5:43 PM
City Clerk	Driggers, Betsy	Approved	11/6/2014 - 5:43 PM
City Manager	Czymbor, Michael	Approved	11/6/2014 - 5:45 PM
Finance	Reynolds, Matt	Approved	11/7/2014 - 4:07 PM
City Clerk	Driggers, Betsy	Approved	11/10/2014 - 11:39 AM

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

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING FOR THE DEFINITION OF MOBILE MEDICAL UNITS; ALLOWING SUCH USES IN THE C-2 (INTENSIVE COMMERCIAL) ZONING DISTRICT BY RIGHT OR BY CONDITIONAL USE PERMIT, AND PROVIDING CRITERIA FOR CONDITIONAL USE REVIEW; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on October 7, 2014, and two public hearings before the City Commission of the City of Palatka on October 23, 2014, and November 13, 2014; and

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

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

Section 1. The following Zoning Code Sections shall be amended as follows.

ZONING CODE ARTICLE 1. -

Sec. 94-2. - Definitions and rules of construction.

Mobile medical unit. An use and activity contained within a travel trailer or similar vehicle, incidental and subordinate to principal medical clinic use and immediately adjacent to principal use, including specialized medical equipment, intended to provide a premises for medical testing, and intended to be used only for limited time periods. Use includes freestanding mobile units associated with state or federal agencies and the American Red Cross and similar quasi-public agencies, for example like the "Bloodmobile."

ZONING CODE ARTICLE III. - DISTRICTS

DIVISION 1 - No changes

DIVISION 2. - SCHEDULE OF DISTRICT REGULATIONS

Section 94-141 through 94-148 - no changes

Section 94-149 - C-2 intensive commercial district

(a) - no changes

(b) Permitted principal uses and structures. Permitted principal uses and structures in the C-2 district are the same as for the C-1 district (except that no new residential construction is permitted), and in addition:

- (1) Retail outlets for sale of new and used automobiles, motorcycles, trucks and tractors, boats, automotive

vehicle parts and accessories (but not junkyards or automobile wrecking yards), secondhand merchandise in completely enclosed buildings, heavy machinery and equipment, dairy supplies, feed, fertilizer, lumber and building supplies, monuments, and package liquors.

- (2) Service establishments such as automobile service stations, repair and service garages, motor vehicle body shops, rental of automotive vehicles, trailers and trucks, carwashes, drive-in restaurants, fast food restaurants, catering establishments, bars or taverns for on-premises consumption of alcoholic beverages, auction houses or pawnshops, commercial laundries or dry cleaning establishments, animal boarding in soundproof buildings, book binding, pest control, plant nurseries or landscape contractors, carpenter or cabinet shops, home equipment rental, job printing or newspaper establishments, sign shops, upholstery shops, marinas, boat sales, boat storage, and commercial water softening.
- (3) Commercial recreation facilities such as open air motion picture theaters, golf driving ranges, par three golf courses, nightclubs and similar uses.
- (4) Air conditioning and heating sales and service.
- (5) Auditoriums and convention centers.
- (6) Beverage distributors, but not including bottling plants.
- (7) Banks and financial institutions with drive-in facilities.
- (8) Hotels and motels.
- (9) Dwelling units in Community Redevelopment Areas.
- (10) Mobile medical units associated with state or federal agencies and the American Red Cross and similar quasi-public agencies, meeting supplementary district standards to the greatest degree practicable.

(c) through (d) - no changes

(e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of section 94-3.) Conditional uses in the C-2 district are as follows:

- (1) Wholesale, warehouse or storage uses, but not bulk storage of flammable liquids.
- (2) Building trades contractors with storage yard for materials and equipment on the premises.
- (3) Crematories.
- (4) Television or radio transmitter towers.
- (5) Truckstops.
- (6) Carnivals or circuses, archery ranges, miniature golf courses, pony rides and skating rinks, and indoor pistol or rifle ranges.
- (7) Machine shops.
- (8) Manufacturing or processing which is clearly incidental to retail use, provided such manufacturing or processing is limited to that which employs not more than ten persons in the manufacturing and processing.
- (9) Boat yards and ways (see section 94-2, definitions).
- (10) Essential services (see section 94-2, definitions).
- (11) A single caretaker or manager dwelling unit for a nonresidential principal use.
- (12) Child care facilities.
- (13) Assembling, packaging or fabricating in completely enclosed buildings.
- (14) Indoor commercial recreational facilities, such as motion picture theaters, billiard parlors, swimming

- pools, bowling alleys and similar uses, provided such uses shall be in soundproof buildings.
- (15) Bait and tackle shops with the following limitations:
    - a. Sale, display, preparation and repair incidental to sales and storage shall be conducted within a completely enclosed building.
    - b. Products shall be sold only at retail.
    - c. All other requirements for a conditional use shall be met (see section 94-2, definition of "conditional uses").
  - (16) Shopping centers.
  - (17) Mobile medical units, meeting supplementary district regulations.

**ZONING CODE DIVISION 3. - SUPPLEMENTARY DISTRICT REGULATIONS**

Sec. 94-182 through 94-201 - no changes

**Sec. 94-202. - Mobile Medical Unit.**

- (a) Intent and purpose. To allow such uses, defined in Sec. 94-2, in the C-2 (Intensive Commercial) zoning districts either as accessory uses in the case of public or quasi-public control, or as conditional accessory uses to a principal medical clinic use in the case of private businesses.
- (b) Criteria. The following standards shall be considered in the conditional use review of such uses.
  - (1) The use and unit shall adhere to the requirements of the State of Florida Department of Business and Professional Regulations (DBPR).
  - (2) The unit shall not encroach into required building setbacks or buffers outlined by the zoning district.
  - (3) The unit shall be located on an approved paved vehicular use area and shall not occupy fire lanes, required drive aisles, or required minimum parking spaces.
  - (4) The placement of the unit shall not alter or obstruct the flow of traffic or present a safety hazard to vehicles or pedestrians.
  - (5) Proper Americans with Disabilities Act (ADA) and pedestrian access must be provided, and any accessory components shall meet the requirements of the Land Development Code and the Florida Building Code.
  - (6) All electrical items and connections shall conform to the National Electric Code and shall be properly protected.
  - (7) Outdoor storage to accommodate the unit is prohibited.
  - (8) Permanent or temporary landscaping and/or fencing shall be utilized to partially screen the trailer from public rights-of-way and adjacent properties.
  - (9) Signage shall be limited to the following: signage that is permanently integrated into or part of the unit; a 20 square foot banner permitted by the Development Services Department, Building Division (streamers, flags, pennants, snipe, and other type of advertising is prohibited)
  - (10) The use shall be allowed no more than two days per week or eight days per month; with the ability for the Planning Board to allow longer time periods in an individual conditional use application.
  - (11) The use shall only be allowed when the principal medical clinic use is open for business.
  - (12) Freestanding mobile medical units such as the "Bloodmobile" shall be allowed with staff approval, meeting these criteria when practicable.

- (13) Mobile medical units shall not locate within 1,000 feet of any approved and established mobile medical unit.
- (14) Applications shall be accompanied by proof of a valid City of Palatka Business Tax Receipt for the primary business, copy of the license issued for the unit from the State of Florida (DBPR), written authorization from the owner of the host site allowing the placement of the Mobile Medical Unit, contact information for the applicant, the primary business, the property owner, and the representative for the Mobile Medical Unit, a site survey indicating the location of the unit, the dimension of the unit, existing buildings, existing landscaping, setbacks from buildings and property lines, location of parking spaces including handicapped spaces, location of drive aisles, number of existing and displaced parking spaces, proposed screening, and any other pertinent information.

**Section 2.** To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

**Section 3.** 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 4.** This Ordinance shall become effective immediately upon its final passage by the City Commission.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 20<sup>th</sup> day of November, 2014.

CITY OF PALATKA

BY: \_\_\_\_\_  
Its MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

# STAFF REPORT

DATE: September 30, 2014

TO: Planning Board Members

FROM: Thad Crowe, AICP  
Planning Director

## APPLICATION REQUEST

A request to amend the Zoning Code to allow mobile medical units as a conditional accessory use. Public notice included legal advertisement.

## APPLICATION BACKGROUND

The owner of property located at 321 S SR 19 has requested this code change to allow for the use of a mobile medical imaging vehicle on the property. This property is occupied by a 3,250 square foot, two-unit commercial building, with one unit occupied by a Quizno's Subs, and the other unit now vacant. The Applicant is the property owner, who wishes to rent the vacant unit to a medical clinic specializing in cancer care. The clinic utilizes a 48-foot long trailer, similar to a "Bloodmobile," that would be parked adjacent to the existing medical clinic for a day or two a week. (The specifics of this case would be presented in a separate conditional use application, should this code change be approved.) This vehicle would be considered an accessory structure in Zoning Code terms. Zoning Code Sec. 94-149 (c) lists the following permitted accessory structures in the C-1 zoning district:

*(1) Uses and structures which:*

- a. Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.*
  - b. Are located on the same lot as the permitted or permissible use or structure, or on a contiguous lot in the same ownership.*
  - c. Do not involve operations or structures not in keeping with the character of the district.*
- (2) On the same premises and in connection with permitted principal uses and structures, dwelling units only for occupancy by owners or employees thereof.*

While the use of the proposed medical mobile unit, medical imaging/scanning, mostly meets the test above (customarily accessory and subordinate to the principal medical office use, located on the same lot, in keeping with the zoning district's character), there is some question as to whether the structure is in keeping with the character of the district. C-2 is an intensive commercial zoning, but the "worst-case scenario" of a multitude of trailer trucks or RVs located around buildings might be somewhat out of character with the traditional arrangement of businesses operating within buildings, particularly since the Zoning Code carefully limits outdoor sales and activities. Based on this, Staff has decided that the mobile medical unit currently does not meet the test of a permitted accessory use or structure, hence the required code change. This change would

add "mobile medical unit" to the list of accessory conditional uses found in Zoning Code Sec. 94-149 (e) in the C-2 district with the following definition to be added to the definitions section of the zoning code.

*Mobile medical unit, contained within a travel trailer or similar vehicle, incidental and subordinate to principal medical clinic use and immediately adjacent to principal use, including specialized medical equipment, intended to provide a premises for medical testing, and intended to be used only for limited time periods. Use includes freestanding mobile units associated with state or federal agencies and the American Red Cross and similar quasi-public agencies, for example like the "Bloodmobile."*

Staff has found that other jurisdictions usually allow mobile medical units as accessory structures. Staff does not have the backing in the Zoning Code to do this, as explained previously. However a good example of regulating such accessory structures comes from the City of Kissimmee, which allows mobile medical units that are accessory to a medical establishment from three to 60 consecutive days if Staff finds this request to meet all requirements of the Code of Ordinances and is in the best interest of the public. The use is allowed in specific commercial zoning districts and must meet the following standards.

- The use and unit shall adhere to the requirements of the State of Florida Department of Business and Professional Regulations (DBPR).
- The unit shall not encroach into required building setbacks or buffers outlined by the zoning district.
- The unit shall be located on an approved paved vehicular use area and shall not occupy fire lanes, required drive aisles, or required parking spaces.
- The placement of the unit shall not alter or obstruct the flow of traffic or present a safety hazard to vehicles or pedestrians.
- Proper Americans with Disabilities Act (ADA) and pedestrian access must be provided, and any accessory components shall meet the requirements of the Land Development Code and the Florida Building Code.
- All electrical items and connections shall conform to the National Electric Code and shall be properly protected.
- Outdoor storage to accommodate the unit is prohibited.
- Signage shall be limited to the following: signage that is permanently integrated into or part of the unit; a 20 sq ft banner permitted by the Development Services Department, Building Division (streamers, flags, pennants, snipe, and other type of advertising is prohibited)
- The unit shall be removed after a period exceeding 2 consecutive days of non-activity.
- Applications shall be accompanied by proof of a valid City of Palatka Business Tax Receipt for the primary business, copy of the license issued for the unit from the State of Florida (DBPR), written authorization from the owner of the host site allowing the placement of the Mobile Medical Unit, contact information for the applicant, the primary business, the property owner, and the representative for the Mobile Medical Unit, a site survey indicating the location of the unit, the dimension of the unit, existing buildings, existing landscaping, setbacks from buildings and property lines, location of parking spaces including handicapped spaces, location of drive aisles, number of existing and displaced parking spaces, and any other pertinent information.

Staff believes these are reasonable regulations, with the exception of Bullet # 9, requiring the removal of the unit after two consecutive days of inactivity. Staff prefers a weekly or monthly limitation which would on an ongoing basis limit the accessory use. Staff recommends a weekly limit of two days OR a monthly limit of eight

days, with the ability for the Planning Board to consider longer timeframes on a case-by-case basis. Staff further recommends that 1) screening of the equipment in the form of permanent or temporary landscaping be provided to screen the trailer from public rights-of-way and adjacent properties; 2) a distance separation of 1,000 feet be provided to limit the proliferation of the use; and 3) standalone uses like the "Bloodmobile" be allowed without an accompanying principal use and approved by staff.

### **PROJECT ANALYSIS**

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion). The planning board shall consider and study:

#### **a. The need and justification for the change.**

**Staff comments:** the following justifications are applicable.

- The amendment would allow for increased security for businesses.
- The amendment would make longstanding nonconforming dwelling units conforming.
- The amendment would promote a livelier mixed-use downtown environment.
- The amendment would allow for the same type of residential uses in the CRA C-2 zoning districts as are currently allowed in the CRA downtown districts.
- The amendment would implement Comprehensive Plan policies as noted below.

#### **b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.**

**Staff comments:** the following Comprehensive Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of the plan. In regard to the policies listed below, the amendment is in line with stated purposes of promoting infill and mixed-use development, encouraging the use of existing commercial areas, and practicing innovative development planning.

### **FUTURE LAND USE ELEMENT**

#### **Objective A.1.2** 9J-5.006(3)(b)2

*Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.*

#### **Policy A.1.6.1** 9J-5.006(3)(c)

*Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.*

#### **Policy A.1.6.2** 9J-5.006(3)(c)3

*Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.*

**Objective A.1.8** 9J-5.006(3)(b)9; F.S. 187.201(16)(b)3

*Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:*

- *Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;*
- *Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and*
- *A mix of land use to promote convenience in the location of related uses and to reduce travel congestion and costs.*

**STAFF RECOMMENDATION**

Staff recommends approval of Case 14-27 with the following specific recommendations that would allow mobile medical units as a conditional accessory use in the C-2 zoning district:

1. Add the following definition to Zoning Code Sec. 94-2: *Mobile medical unit, contained within a travel trailer or similar vehicle, incidental and subordinate to principal medical clinic use and immediately adjacent to principal use, including specialized medical equipment, intended to provide a premises for medical testing, and intended to be used only for limited time periods. Use includes freestanding mobile units associated with state or federal agencies and the American Red Cross and similar quasi-public agencies, for example like the "Bloodmobile."*
2. Add the use of "mobile medical unit" to Zoning Code Sec. 94-149 (Intensive Commercial zoning district) with the new category of "Conditional accessory uses and structures."
3. Add the following standards to Zoning Code Article III (Districts), Division 3 (Supplementary District Regulations):
  - a. *The use and unit shall adhere to the requirements of the State of Florida Department of Business and Professional Regulations (DBPR).*
  - b. *The unit shall not encroach into required building setbacks or buffers outlined by the zoning district.*
  - c. *The unit shall be located on an approved paved vehicular use area and shall not occupy fire lanes, required drive aisles, or required minimum parking spaces.*
  - d. *The placement of the unit shall not alter or obstruct the flow of traffic or present a safety hazard to vehicles or pedestrians.*
  - e. *Proper Americans with Disabilities Act (ADA) and pedestrian access must be provided, and any accessory components shall meet the requirements of the Land Development Code and the Florida Building Code.*
  - f. *All electrical items and connections shall conform to the National Electric Code and shall be properly protected.*
  - g. *Outdoor storage to accommodate the unit is prohibited.*
  - h. *Permanent or temporary landscaping and/or fencing shall be utilized to partially screen the trailer from public rights-of-way and adjacent properties.*

*Allow mobile medical units as a conditional accessory use in the C-2 zoning district*

- i. Signage shall be limited to the following: signage that is permanently integrated into or part of the unit; a 20 sq ft banner permitted by the Development Services Department, Building Division (streamers, flags, pennants, snipe, and other type of advertising is prohibited)*
- j. The use shall be allowed no more than two days per week or eight days per month; with the ability for the Planning Board to allow longer time periods in an individual conditional use application.*
- k. The use shall only be allowed when the principal medical clinic use is open for business.*
- l. Freestanding mobile medical units such as the "Bloodmobile" shall be allowed with staff approval, meeting these criteria when practicable.*
- m. Mobile medical units shall not locate within 1,000 feet of any approved and established mobile medical unit.*
- n. Applications shall be accompanied by proof of a valid City of Palatka Business Tax Receipt for the primary business, copy of the license issued for the unit from the State of Florida (DBPR), written authorization from the owner of the host site allowing the placement of the Mobile Medical Unit, contact information for the applicant, the primary business, the property owner, and the representative for the Mobile Medical Unit, a site survey indicating the location of the unit, the dimension of the unit, existing buildings, existing landscaping, setbacks from buildings and property lines, location of parking spaces including handicapped spaces, location of drive aisles, number of existing and displaced parking spaces, proposed screening, and any other pertinent information.*

**Planning Board - excerpts of October 7, 2014 meeting**

**Case 14-27** A request to revise Zoning Code [Sec. 94-149 (e)] to add mobile medical units to the list of conditional uses in the C-2 (Intensive Commercial) zoning district.

(Public Hearing)

Mr. Crowe explained that the owner of property located at 321 S SR 19 has requested this code change to allow for the use of a mobile medical imaging vehicle on the property. The applicant wants to rent the one of their units to a medical clinic specializing in cancer care. The clinic would utilize a 48 ft. long mobile unit similar to a “bloodmobile” that would be parked adjacent to the existing medical clinic for a couple of days per week. Of course, the specifics of this case would be presented in a separate conditional use application, should this code change be approved. The vehicle would be considered an accessory structure in the zoning code terms and there is some question as to whether the structure is in keeping with the character of the district. This change would add “mobile medical unit” to the list of accessory conditional uses found in Zoning Code Sec. 94—149 in the C-2 district with the following definition to be added to the definitions section of the zoning code:

Mobile medical unit, contained within a travel trailer of similar vehicle, incidental and subordinate to principal medical clinic use and immediately adjacent to principal use, including specialized medical equipment, intended to provide a premises for medical testing, and intended to be used only for limited time periods. Use included freestanding mobile units associated with state or federal agencies and the American Red Cross and similar quasi-public agencies, for example “Bloodmobile.”

He explained that this proposed amendment is modeled after the town of Kissimmee’s ordinance. He reviewed the proposed conditional use standards:

- The use and unit shall adhere to the requirements of the State of Florida Department of Business and Professional Regulations (DBPR).
- The unit shall not encroach into required building setbacks or buffers outlined by the zoning district.
- The unit shall be located on an approved paved vehicular use area and shall not occupy fire lanes, required drive aisles, or required parking spaces.
- The placement of the unit shall not alter or obstruct the flow of traffic or present a safety hazard to vehicles or pedestrians.
- Proper Americans with Disabilities Act (ADA) and pedestrian access must be provided, and any accessory components shall meet the requirements of the Land Development Code and the Florida Building Code.
- All electrical items and connections shall conform to the National Electric Code and shall be properly protected.
- Outdoor storage to accommodate the unit is prohibited.
- Signage shall be limited to the following: signage that is permanently integrated into or part of the unit; a 20 sq. ft. banner permitted by the Development Services Department, Building Division (streamers, flags, pennants, snipe, and other type of advertising is prohibited)
- The unit shall be removed after a period exceeding 2 consecutive days of non-activity.
- Applications shall be accompanied by proof of a valid City of Palatka Business Tax Receipt for the primary business, copy of the license issued for the unit from the State of Florida (DBPR), written authorization from the owner of the host site allowing the placement of the Mobile Medical Unit, contact information for the applicant, the primary business, the property owner, and the representative for the Mobile Medical Unit, a site survey indicating the location of the unit, the dimension of the unit, existing buildings, existing landscaping, setbacks from buildings and property lines, location of parking spaces including handicapped spaces, location of drive aisles, number of existing and displaced parking spaces, and any other pertinent information.

Mr. Douglas and Mr. Harwell recused themselves from this case.

Charlie Douglas, 601 St. Johns Ave. stated that he is representing SR19, LLC and explained that the Cancer Specialists of North Florida operate around North Florida, with satellite offices in rural areas to provide cancer treatment to those in need. They are considering moving here and locate near the corner of St. Johns and Sr. 19 in the plaza where Quiznos is. He added that their entire framework is dependent upon this medical imaging coach. Mr. Douglas stated that the applicant fully supports Staff's recommendations but requested that the Board consider some flexibility with regards to the following recommended conditions:

- required drive isle; he had a letter of support from the Fire Marshal stating that would not be an issue with emergency services as the area intended for the mobile unit is not a required drive.
- Screening of mobile medical units; he requested that potted plants be considered acceptable - as previously discussed with Staff.  
such as increasing the time limitation to 4 days per week.
- limitation on use – he asked that the Board consider 4 days per week to accommodate a possible weekend to avoid having to possibly come back at a later date.
- deleting paragraph K – to avoid any type of uncertainty that the medical unit would have to move once the clinic closes office hours and having the mobile unit leave.

Mr. Sheffield asked if the applicant would be amenable to 2 week day and 2 weekend days. Mr. Douglas said that they would. Mr. Pickens asked if the proposed was adopted as submitted, could the applicant of a conditional use request an expansion of their individual use. Mr. Crowe answered that was correct and stated that the intent that two days would be a 48 hour period and that the condition was intended in terms of hours of operation. Mr. Crowe suggested that the language could be amended to state that the mobile unit may only “operate” when the clinic is open for business.

Ryan Merrill, Attorney for Cancer Specialists of North Florida, 701 Beach Av., Atlantic Beach FL, explained that the mobile use may see patients on a Saturday, but it would not be the normal flow of patients and the clinic doors would certainly be open.

Mr. DeLoach asked if the adjacent tenants were in support of this.

David Miles, 65 Dolphin Dr. St. Augustine FL expressed that Mr. Gullett, owner of the proposed location for a future mobile medical unit was in support of the request and believes it may even be a benefit to his business.

Tony Harwell, 322 Madison St. asked how the screen would screening would work for such as the Bloodmobile. He asked how the Florida Building code intermixes with “mobile” buildings. Mr. Crowe advised that there is a certain amount of grandfathering to be accepted, and that practicality is part of the requirement. Mr. Crowe explained that at the time of set up, the Building Official and the Fire Marshal will make sure that building & life safety codes are met.

(Regular Meeting)

Mr. Crowe based on the discussions with the applicant he suggested the following revisions to the proposed amendment outlined in the staff report:

Item C: remove the words required drive isles.

Item J: adding two weekend days per week for a total of 4 days per week.

Item K: replace the language (after the word operate) and replace with the following words “to operate when the principal medical clinic is open for business” after the word allowed.

**Motion** by Mr. DeLoach and second by Mr. Pickens to approved the amendment with the revisions as recommended by Mr. Crowe. All present voted affirmative, motioned carried unanimously.

*Agenda  
Item*

**11**



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**\*a. CITY CLERKS REPORT - November 4, 2014 General Election Results, Three (3) Races - Mayor/Commissioner, City Commissioner Group 2 and City Commissioner Group 4**

**SUMMARY:**

A General Election was held on November 4, 2014. Three Palatka City Commission races were on the ballot: Mayor/Commissioner, Commissioner Group 2 and Commissioner Group 4.

Two candidates each qualified to have their names placed on the ballot for Mayor/Commissioner and Commissioner Group 4. Because a write-in candidate qualified to run in the General Election, there were three candidates on the ballot for Commissioner Group 4.

Attached are the unofficial results of the General Election, as released by the Putnam County Supervisor of Elections' office. Official results will be posted on Nov. 17 and will be distributed at the Nov. 20 City Commission meeting, to be included in the record.

Unofficial Results: (5820 registered voters; 48.3% turnout, 5 Precincts, 2813 ballots cast)

Mayor/Commissioner	Total Votes	Percent
Terrill L. Hill	1,524	55.80%
Vernon Myers	1,207	44.20%
<b>Total Votes Cast</b>	<b>2,731</b>	<b>100.00%</b>

Commissioner Group 2	Total Votes	Percent
Justin Campbell	1,650	62.17%
Allegra Kitchens	990	37.30%
Write-in Votes	14	0.53%
<b>Total Votes Cast</b>	<b>2,654</b>	<b>100.00%</b>

Commissioner Group 4	Total Votes	Percent
Rufus Borom	1,519	56.70%
Phil Leary	1,160	43.30%
<b>Total Votes Cast</b>	<b>2,679</b>	<b>100.00%</b>

Terrill Hill is declared the winner of the race for Mayor/Commissioner

Justin Campbell is declared the winner of the race for City Commissioner Group 2

Rufus Borom is declared the winner of the race for City Commissioner Group 4

As per Section 24 of the City Charter, the newly elected members of the Palatka City Commission will be sworn in at a special meeting set for January 5, 2015 at 7:30 p.m.

**RECOMMENDED ACTION:**

**Election Summary Report  
Putnam County, Florida  
General Election**

Date:11/04/14  
Time:20:34:35  
Page:2 of 3

**November 4, 2014**

**Summary For County Wide, All Counters, All Races**

Registered Voters 45154 - Cards Cast 22961 50.85%

Num. Report Precinct 39 - Num. Reporting 39 100.00%

Retain District Court Orfinger			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	20111		
YES	12463	61.97%	
NO	7648	38.03%	

School Board Dist 5			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	21304		
Allen Baggett	9847	46.22%	
Jane Thomas Crawford	11457	53.78%	

Retain District Court Palmer			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	20136		
YES	13006	64.59%	
NO	7130	35.41%	

Palatka City Mayor/Commissioner			
	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Times Counted	2813/5820	48.3 %	
Total Votes	2731		
Terrill L. Hill	1524	55.80%	
Vernon Myers	1207	44.20%	

Retain District Court Sawaya			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	20044		
YES	12400	61.86%	
NO	7644	38.14%	

Palatka City Commissioner 2			
	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Times Counted	2813/5820	48.3 %	
Total Votes	2654		
Justin Campbell	1650	62.17%	
Allegra Kitchens	990	37.30%	
Write-in Votes	14	0.53%	

Retain District Court Wallis			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	20012		
YES	12492	62.42%	
NO	7520	37.58%	

Palatka City Commissioner 4			
	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Times Counted	2813/5820	48.3 %	
Total Votes	2679		
Rufus Borom	1519	56.70%	
Phil Leary	1160	43.30%	

Circuit Judge 7, Group 20			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	19732		
Adam Warren	9039	45.81%	
Kathy Weston	10693	54.19%	

Constitutional Amendment 1			
	Total		
Number of Precincts	39		
Precincts Reporting	39	100.0 %	
Times Counted	22961/45154	50.9 %	
Total Votes	22139		
YES	13565	61.27%	
NO	8574	38.73%	

# 2014 General Elections

(Website last updated at: 11/04/2014 8:32:10 pm)

Election Date: 11/4/2014

<b>Registered Voters:</b> 45,154	<b>Precincts Completely Reported:</b> 39 / 39
<b>Ballots Cast:</b> 22,961	<b>Vote By Mail:</b> Completely Reported
<b>Voter Turnout:</b> 50.85%	<b>Early Voting:</b> Completely Reported
	<b>Election Day:</b> Completely Reported

## UNOFFICIAL RESULTS

County-wide Results    Precinct Results    Maps

**Filter Races**

Select a race:

View Type:

### 35-St Johns River State College

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Terrill L. Hill	172	43	68	283	57.06%
Vernon Myers	92	58	63	213	42.94%

### 36-Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Terrill L. Hill	110	42	68	220	47.83%
Vernon Myers	100	70	70	240	52.17%

### 37-Edgar Johnson Senior Center

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Terrill L. Hill	205	58	143	406	48.8%
Vernon Myers	178	89	159	426	51.2%

### 38-Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Terrill L. Hill	102	43	42	187	50.68%
Vernon Myers	73	46	63	182	49.32%

<http://enr.electionsfl.org/PUT/Precincts/1187/4338>

1/2

### 39-Price Martin Community Center

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Terrill L. Hill	239	64	125	428	74.58%
Vernon Myers	66	32	49	146	25.44%

# 2014 General Elections

(Website last updated at: 11/04/2014 8:32:10 pm)

Election Date: 11/4/2014

<b>Registered Voters:</b> 45,154	<b>Precincts Completely Reported:</b> 39 / 39
<b>Ballots Cast:</b> 22,961	<b>Vote By Mail:</b> Completely Reported
<b>Voter Turnout:</b> 50.85%	<b>Early Voting:</b> Completely Reported
	<b>Election Day:</b> Completely Reported

## UNOFFICIAL RESULTS

Home > Precinct Results

**Filter Races**

Select a race: Palatka City Commissioner Group 2

View Type: Detailed

### 35-St Johns River State College

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Justin Campbell	161	54	74	309	63.98%
Allegra Kitchens	77	45	52	174	36.02%

### 36-Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Justin Campbell	130	46	71	247	56.14%
Allegra Kitchens	70	61	62	193	43.86%

### 37-Edgar Johnson Senior Center

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Justin Campbell	237	84	145	466	58.91%
Allegra Kitchens	121	58	146	325	41.09%

### 38-Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Justin Campbell	105	37	53	195	54.32%
Allegra Kitchens	67	50	47	164	45.68%

<http://enr.electionsfl.org/PUT/Precincts/1187/4339>

1/2

### 39-Price Martin Community Center

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Justin Campbell	242	58	133	433	76.37%
Allegra Kitchens	55	38	41	134	23.63%

# 2014 General Elections

(Website last updated at: 11/04/2014 8:32:10 pm)

Election Date: 11/4/2014

<b>Registered Voters:</b> 45,154	<b>Precincts Completely Reported:</b> 39 / 39
<b>Ballots Cast:</b> 22,951	<b>Votes By Mail:</b> Completely Reported
<b>Voter Turnout:</b> 50.85%	<b>Early Voting:</b> Completely Reported
	<b>Election Day:</b> Completely Reported

## UNOFFICIAL RESULTS

County Wide Results   Precinct Results   Ballots

Filter Races

Select a race: Palatka City Commissioner Group 4

View Type: Detailed

### 35-St Johns River State College

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Rufus Borom	160	44	62	266	54.96%
Phil Leary	96	59	63	218	45.04%

### 36-Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Rufus Borom	115	38	52	205	45.76%
Phil Leary	93	69	81	243	54.24%

### 37-Edgar Johnson Senior Center

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Rufus Borom	208	61	145	414	50.92%
Phil Leary	160	82	157	399	49.08%

### 38-Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Rufus Borom	100	38	45	183	50.27%
Phil Leary	75	48	58	181	49.73%

<http://enr.electionsfl.org/PUT/Precincts/1187/4340>

1/2

### 39-Price Martin Community Center

Choice	Election Day	Vote By Mail	Early Votes	Total Votes	Percentage
Rufus Borom	258	63	132	451	79.12%
Phil Leary	48	31	40	119	20.88%