

TERRILL L. HILL
MAYOR • COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR • COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA

May 14, 2015

CALL TO ORDER:

- a. **Invocation** – Father John Jacobs, Vicar; St. Peter's Anglican Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 04/23/15 Regular Meeting; 04/20/15 & 04/23/15 Workshops

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. **PROCLAMATION** – Kids to Parks Day – May 16, 2015
- b. **EMPLOYEE RETIREMENT** – Barbara Hall, Payroll/Personnel Clerk – 15 Years of Service
- c. **PRESENTATION** - Putnam County Re-Entry Program – Mary L. Thomas, Director

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

3. CONSENT AGENDA

- *a. **Adopt Resolution No. 2015-11-27** authorizing the Mayor to execute a contract with the State of Florida for State Highway Traffic Signal Maintenance and Compensation Program FY 2015-16 for reimbursement of the cost of traffic signal maintenance
- *b. **Adopt Resolution No. 2015-11-28** authorizing the Mayor and City Clerk to Execute and Attest change Order No. 1 with Hercules Fence in the amount of \$25,850 for additional clearing and grading of the South Airport Development Area at the Palatka Municipal Airport (100% grant funded)
- *c. **Adopt Resolution No. 2015-11-29** authorizing the execution of Passero & Associates Work Order # 15-46A for construction administration and inspection for the South General Aviation Development Project at the Palatka Municipal Airport in an amount not to exceed \$2,500 (100% grant funded)
- *d. **Adopt Resolution No. 2015-11-30** authorizing the Mayor and City Clerk to execute and attest the Florida Department of Corrections Work Squad Agreement #W1001 to provide one inmate work squad to the City of Palatka for a one-year term beginning August 24, 2015
- *e. **Adopt Resolution No. 2015-11-31** authorizing the execution of the renewal agreement for the provision of Supplemental Police Services between the Palatka Housing Authority and Palatka Police Department effective affective June 1, 2015
- *f. **Adopt Resolution No. 2015-11-32** accepting and confirming the ranking of engineering qualifications for the Southern Riverfront Commercial Development Block Grant C04 and authorizing contract scope and fee negotiations with the top ranked respondent
- *g. **Extend Allen R. Bush's appointment as Interim City Manager** until such time that a new City Manager is in place
- *h. **Authorize closure of certain streets to vehicular traffic for Special Events Permits #15-13** – 5K Walk/Run, June 6, 2015 from 6:00 a.m. to 10:00 a.m. – Beck Automotive Group; Loretta Cribbs, Agent
- *i. **Grant waiver of Class B Application Deadline and permission to exceed allowable noise levels for Special Events Permit #15-25;** Arts Council Spring & Summer Concert Series, Saturdays June 6 and 13, 2015 from 5:30 p.m. to 8:30 p.m. – Denise Aiken, Arts Council of Greater Palatka

*** 4. BUDGET SUMMARY REPORT – FY 2014/2015 thru March 31– Matt Reynolds, Finance Director**

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA

May 14, 2015

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- * 5. **REQUEST FOR COMMUNITY WATER FLUORIDATION** - Johnny Johnson, Jr., DMD, MS, Co-Chair, Fluoridation Action Team, Oral Health Florida; speaking at the request of Dr. Eric Jump and Mary Garcia, and on behalf of the Florida Dental Association, Oral Health Florida's Fluoridation Action Team, and as a private practice pediatric dentist; and Steve Chapman, DDS, Orthodontist **(tabled on 2/28/15 for public workshop held on 4/23/15)**

NOTE: Mr. Johnson and Ms. Pettit will be provided three minutes each to present final statements, followed by Public Comments, which is limited to one minute per speaker

PUBLIC HEARINGS:

- * 6. **PUBLIC HEARING – 3314 Crill Avenue** – Planning Board Recommendation to Annex, Amend the Future Land Use Map and Element from County US (Urban Service) to City of Palatka COM (Commercial) and Rezone from Putnam County CPO (Commercial, Professional, Office) to City C-1A (Neighborhood Commercial) – Drs. Errol and Andrea Findlater, owner; Palatka Building & Zoning Dept, Applicant
 - *a. **ANNEXATION ORDINANCE #15-06** – 2nd Reading, Adopt
 - *b. **FUTURE LAND USE MAP/ELEMENT AMENDMENT ORDINANCE #5-07** - Adopt
 - *c. **REZONING ORDINANCE #15-08** – 2nd Reading
- * 7. **ORDINANCE** Amending Zoning Code Section 94-147, 94-148 and 94-149 to allow schools by conditional use permit in certain commercial zoning districts – 2nd Reading, Adopt
- * 8. **ORDINANCE** Amending Zoning Code Section 94-147, 94-148 and 94-149 to allow clubs, lodges and fraternal organizations in PBG-1 zoning – 2nd Reading, Adopt
- * 9. **ORDINANCE** - Planning Board Recommendation to amend Zoning Code Chapter 94 to allow for reduced parking space size – 1st Reading
- * 10. **ORDINANCE** amending Municipal Code Section 10-6 to allow alcohol consumption in the River Center and in Riverfront Park buildings, with proper approvals and permissions – 1st Reading
- * 11. **DISCUSSION & UPDATE** on plans for a Restaurant in connection with Water Taxi Operation and Ship's Store at the Palatka Riverfront:
 - a. Update of negotiations with PBM and Nippers Restaurant; options regarding size of restaurant operation
 - b. Discussion/presentation on parking supply and demand for the proposed development
- * 12. **DISCUSSION** – Performance Audit Services
- 13. **CITY MANAGER & ADMINISTRATIVE REPORTS**
 - a. **City Manager Search Update** – Allen R. Bush, Interim City Manager
- 14. **COMMISSIONER COMMENTS**
- 15. **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.

AGENDA - CITY OF PALATKA

May 14, 2015

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Upcoming Events:

May 22 – 25 – Blue Crab Festival

May 25 – City offices closed to observe Memorial Day

July 4 – City offices closed to observe Independence Day

August 13 – 15 – Annual FLC Conference, Orlando, FL

Sept. 7 – City offices closed to observe Labor Day holiday

Board Openings:

Putnam Co. Better Place Plan Oversight Committee Rep

Board of Zoning Appeals – 3 vacancies (at-large)

Palatka Housing Authority Board – 1 Resident Rep

Planning Board – 1 Vacancy (at large)

Planning Board – 1 Vacancy (at large)

CITY OF PALATKA



Proclamation

WHEREAS, May 16th, 2015 is the fifth Annual Kids to Parks Day, organized and launched by the National Park Trust; and

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

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

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

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

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

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

NOW THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim May 16, 2015 as

NATIONAL KIDS TO PARKS DAY

in the City of Palatka, and we urge all citizens to make time on Saturday, May 16th, to take the children in their lives to a neighborhood, state or national park, trail or blueway.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 14th day of May, in the Year of Our Lord Two Thousand and Fifteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

PALATKA CITY COMMISSION

By: _____
Terrill L. Hill, MAYOR





CITY COMMISSION AGENDA ITEM

SUBJECT:

PRESENTATION - Putnam County Re-Entry Program -- Mary L. Thomas, Director

SUMMARY:

Mary L. Thomas, Director, Putnam County Re-Entry Program, will introduce the Program to the Commission and community

RECOMMENDED ACTION:

Presentation only - no action requested

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Program Description	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/2/2015 - 11:34 AM
City Clerk	Driggers, Betsy	Approved	5/2/2015 - 11:34 AM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:49 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:51 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:39 PM

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

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), fax (386-329-0199) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance.

Meeting agendas close at 10:00 a.m. on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request:

Putnam County Re-Entry Program (Mary L Thomas)

Address: 820-2 Reid St Palatka, FL e-mail PutnamCountyreentry@gmail.com

Daytime Phone 386-328-0984 Other ph. 386-983-3599 Fax 386-325-5161

Requested meeting date: 5/14/2015 Meeting date assigned: _____
(For Clerk's Office Use Only)

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

Subject Matter you wish to address: Presentation of Putnam County Re-Entry Program.

(attach additional sheet if necessary)

Commission Action Requested, if any: _____

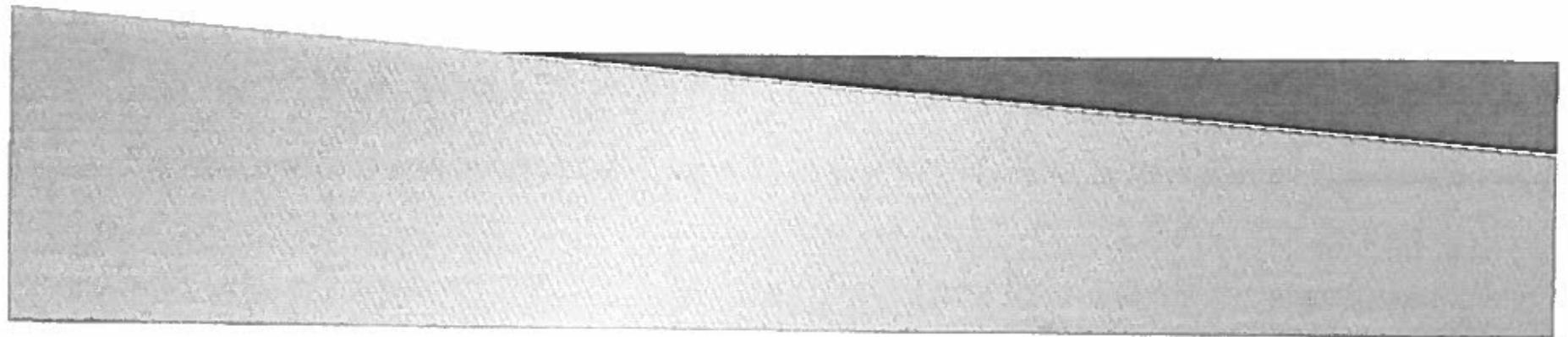
ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 288.105

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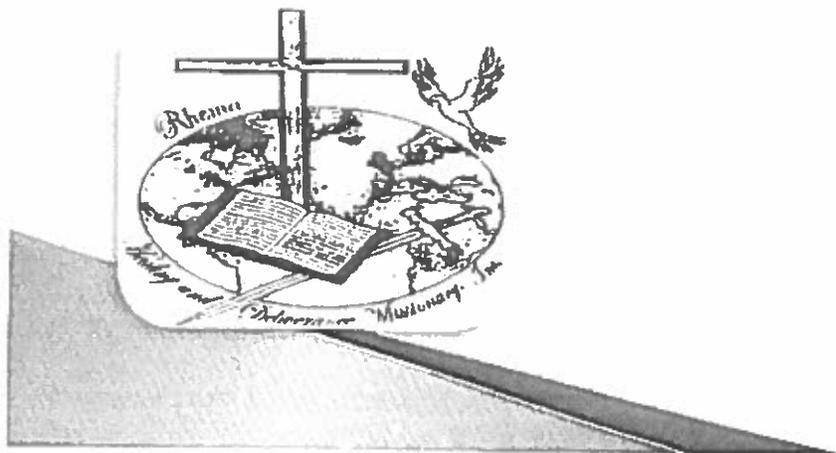


ReEntry 

Putnam County Re-Entry Program



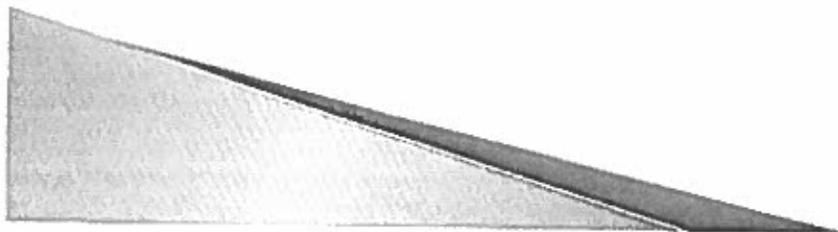
Putnam County Re-Entry program serves the purpose to be effective for offenders that have been incarcerated for at least six months. It is a known factor that if men/women who have a steady job are less likely to break the law for a second time. True guidance and support will allow these individuals to have a place to come to help them lead into the right direction to become successful citizens in this county.





Board Members

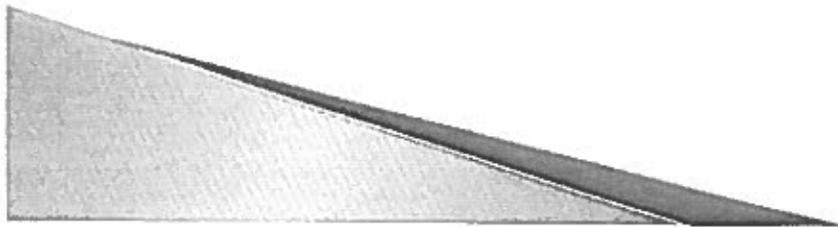
- ▶ **Dr. Lorenzo Wright, Director**
 - lorenzowrightreentry@gmail.com
 - 386-546-6431
- ▶ **Mary Thomas, Director**
 - marythomasreentry@gmail.com
 - 386-983-3599
- ▶ **Janice Fluellen, Lead Re-entry Counselor**
 - janicefluellenreentry@gmail.com
 - 386-538-3153





Mission

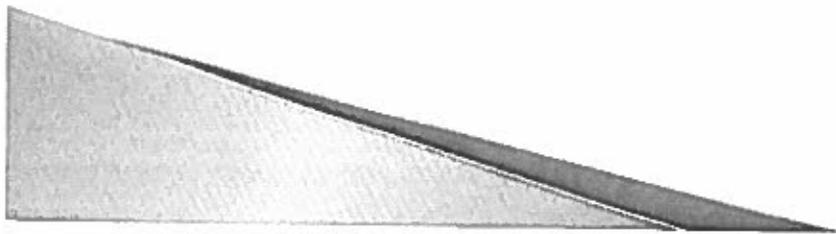
- ▶ The Mission of the Putnam County Reentry Program is to provide a system of assistance for persons being released from incarceration as a means to ensure a successful transition back into our community as productive citizens.
- ▶ We provide services including but not limited to job placement, transportation, food assistance, clothing, social services, and housing.





Short- Term Goals

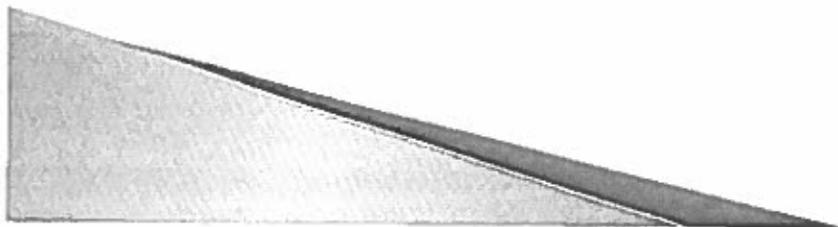
- ▶ To provide assistance in high needs areas (job placement, transportation, food assistance, clothing, social services, and housing) for ex-offenders
- ▶ To provide services or connections to ex-offenders on a daily basis at 820-2 Reid Street, Palatka, Florida 32178





Long-Term Goals

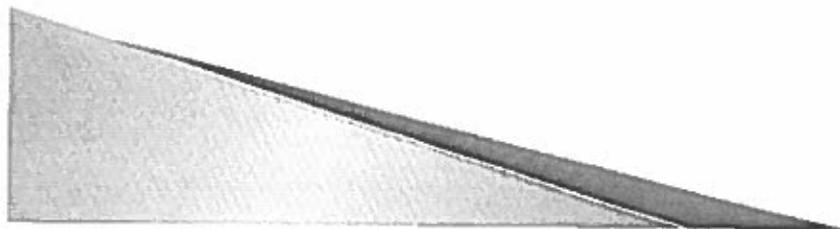
- ▶ To have onsite ex-offender registration.
- ▶ To provide low cost housing to ex-offenders including ex-sex offenders.
- ▶ Education
 - Tutoring
 - GED completion
 - Support to admittance to degree and certification programs
- ▶ Job Training





Current Services

- ▶ Food Vouchers
- ▶ Clothing Vouchers
- ▶ Housing
 - Services to landlords that accept ex-offenders
 - ▶ Short-term free housing
- ▶ Counseling & Mentorship
- ▶ Social Security, Birth Certificate, License Services





Current Services Cont.

- ▶ Education
 - Educational Level Assessment
 - Service to Educational Facilities
- ▶ Connection to other community resources that support
 - Alcohol and drug treatment
 - Mental health services
 - Physical health services
 - Family services
- ▶ Job Search
 - Service to job application process support and to partners who hire ex-offenders





Future Services

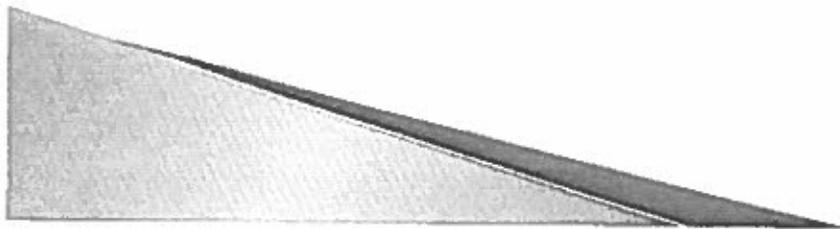
- ▶ Education
 - Tutoring
 - GED completion
 - Support to admittance to degree and certification programs
- ▶ Job Training
- ▶ Housing
- ▶ Add Services as needed by ex-offenders





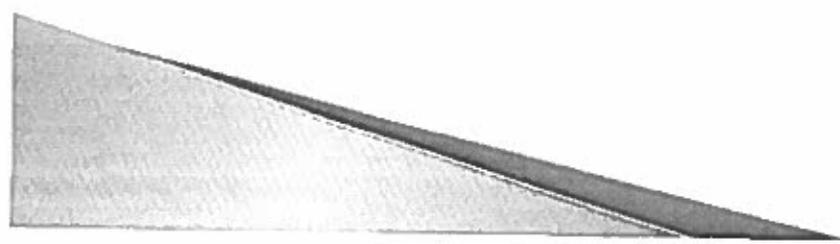
Funding

- ▶ As of now Putnam County Re-entry will be donation based ran.
- ▶ Within 3 months our goal is to be a full grant funded program.





Office Contact Information

- ▶ Website: <https://pcreentry.weebly.com>
 - ▶ Facebook: www.facebook.com/rhemahd.
 - ▶ Email: putnamcountyreentry@gmail.com
 - ▶ Post Office Box 2465 ▪ 820-2 Reid Street ▪ Palatka, Florida 32178-2465
 - ▶ Email: putnamcountyreentry@gmail.com
 - ▶ Toll Free Number: [435-709-8723](tel:435-709-8723)
 - ▶ Phone: 386/328-0984
 - ▶ Fax: 386/325-5161
- 



Putnam County Re-Entry Program

READY FOR CHANGE ?

ARE YOU AN EX-OFFENDER, AGE 18 OR OLDER,
WAS INCARCERATED FOR AT LEAST SIX
MONTHS, AND RELEASE FOR NO MORE THAN A
YEAR?

OUR SERVICES:

Job placement, Transportation, Food
assistance, Clothing, Social services,
Counseling, and Housing

CONTACT:

820-2 Reid Street

Palatka, Florida 32178-2465

Phone: 386/328-0984 • Fax: 386/325-5161

Putnam County Re-entry Program Mission

The Mission of the Putnam County Reentry Program is to provide a system of assistance for persons being released from incarceration as a means to ensure a successful transition back into our community as productive citizens. We provide services including but not limited to job placement, transportation, food assistance, clothing, social services, and housing.

Our Staff

Dr. Lorenzo T. Wright, Director

Mary L. Thomas, MS, Director

*Jennifer L. Wright, MEd, Office
Administrator*

*Janice Fluellen, Re-Entry
Counselor*

ReEntry

Website: <https://pcreentry.weebly.com>
Facebook: www.facebook.com/rhemahd
Email: putnamcountyreentry@gmail.com
Toll Free Number: 435-709-8723

Post Office Box 2465 • 820-2 Reid Street • Palatka, Florida
32178-2465

Email: putnamcountyreentry@gmail.com
Phone: 386/328-0984 • Fax: 386/325-5161



PUTNAM COUNTY

RE-ENTRY

PROGRAM



We Care

Services

- ▶ Food Vouchers
- ▶ Clothing Vouchers
- ▶ Housing
 - ▶ Services to landlords that accept ex-offenders
 - ▶ Short-term free housing
- ▶ Counseling & Mentorship
- ▶ Social Security, Birth Certificate, License Services
- ▶ Education
 - ▶ Educational Level Assessment
 - ▶ Service to Educational Facilities
 - ▶ Connection to other community resources that support
- ▶ Alcohol and drug treatment
- ▶ Mental health services
- ▶ Physical health services
- ▶ Family services
- ▶ Job Search
 - ▶ Service to job application process support and to partners who hire ex-offenders

Program Requirements

Putnam County Re-Entry program serves the purpose to be effective for offenders that have been incarcerated for at least six months. It is a known factor that if men/women who have a steady job are less likely to break the law for a second time.

True guidance and support will allow these individuals to have a place to come to help them lead into the right direction to become successful citizens in this county.



Code of Ethics Design

Code of Ethics Design Paper

Ethics keep individuals professional (May, Mead, & Ellington, 2014). The policies of ethics provide specific expectations of employees, so that they will not only maintain culture but the standards of the organization as a whole. Ethical responsibility is expected of the workers as well as the leader (Johnson, 2012). In this, each employee is expected to be professional to many extents in the position that they are in. The basis of ethics is to be cooperative in each of their involvements.

The code of ethics is essential in all organizations as well as communities. In the US the code of ethics is demonstrated in the laws that have been established over time (Leach, & Oakland, 2010). These laws give citizen guidelines of what is appropriate and set to be realistically fair so that there is peace within the nations. Although they may not all be acceptable to some people it is the standard that the US holds its citizens to. Ethic policies expresses the standards in which should be practiced within an organization or location.

Ethic policies can differ depending on the location of an organization as well as its vision and mission. For example the AHA also known as the American Heart association points out that their ethic policy, "helps define our commitment to support a culture of openness, trust and integrity in all we do" (American Heart Association, 2014). This shares that the policy of ethics provides not only the expectation of those involved as well as the culture. The following passages will discuss the rationale of the defined code of ethics, a posting of the code of ethics, as well as a discussion to elaborate what has been provided.

Rationale for a Code of Ethic Design

The code of ethics is critical in every organization. The instruction on the code of ethics has been taught continuously in higher education but has not always show to be essential to the professionalism of an individual (Cook, Sobotka, & Ross, 2013). As students obtain a degree the code of ethics have become a learning goal. Code of ethics are essential to maintaining an organizations success.

The code of ethics is the underlying rules and expectations of professionals, just are there are for students. When referring to students within a school, there are expected to go to school on a daily basis at the provided time. They are also expected to sit in the classroom, listen as well as participate to learn the material. Each teacher sets standards for the student to ensure that they are learning on the level of expectancy. In this there are behaviors and actions that are acceptable and not acceptable. The rules posted on the wall and the code of conduct that the students and parents sign as the beginning of the year provide the ethical standards for them. Therefore the purpose of the code of ethics is to set the standards provide what is allow and what is not allowed in the school environment. Just as rules are placed for students, ethics works to ensure that professionals follow an expected standard.

The rationale for the code of ethics that is provided in this document is to produce high standards and expectations for the counselors working in a ex-offender setting. This organization works to help ex-offenders enter back into the community, also know as reentry. These standards are not just for the counselors they can also be effective for the support staff, drivers, and others that come in contact with the clients as they go through the process of becoming a effective citizen within a community. These standards will help the counselor stay professional in a manner that will allow them to be supportive and in control of helping the client. If the

counselor does not practice the code of ethics the organization can cause issues among the counselors and clients, loose accreditation, and even be sued.

Code of Ethics

Preamble

The following code of ethics serve many purposes:

1. To guide reentry counselors
2. To express the severity of confidentiality
3. To provide the importance of professionalism within the organization
4. To set the standards of:
 - a. Service
 - b. Integrity
 - c. Competence
 - d. Social Justice

Standards

1. Reentry Counselor's purpose is to provide guidance to goods and services that will help clients become effective reestablished citizens.
2. Reentry Counselors are expected to act professional in all organizational environments.
3. Reentry Counselors must be respectful to the client's regards of the matter at hand; the counselor is expected to handle every situation professionally.

4. Reentry Counselors are expected to respond competently using all trainings and material in order to be effective as possible for the services being provided.
5. Reentry Counselors are expected to uphold actions with standards of integrity, in truthfulness, honor, and completeness to the organization's fullest capacity.
6. Reentry Counselors must maintain composure and avoid an misleading or confrontational matters within the organization.
7. Reentry Counselors are expected to maintain client's identities and services provided confidential.
8. Reentry Counselors are not allowed to have any form of personal or sexual relationship with clients who are currently under the contract period for the program.
9. Sexual harassment towards clients or other counselors or personnel is prohibited.
10. Reentry Counselors are to provide any information as requested by the justice system.
11. Reentry Counselors are expected to take each client's situation into consideration and not judge clients but provide support and services to them only.

Discussion & Conclusion

The provide code of ethics hold the high standards of counselors working in a Reentry Program. These standards are realistic and foster high expectations to meet the ultimate goal and vision of a reentry program. When these standards are practiced, the organization processes, clients, and culture can all be gratified. These standards can be related to many other code of ethics of other types of ethics. For example educators are expected to keep professional relationship with students only as well as maintain professionalism regardless of the situation that they are in (Campbell, 2000). When working with people the standards of being professional

as well as meeting the standards of providing the services to the clients or students is the same. The differences is the population that the professional are working with. Another example with confidentiality, when working as a counselor in a reentry program the client may want to talk about the charges a client may have had whereas a financial advisor the information of a client should not be shared. These are both incidents of confidentiality but in different ways. The bottom line is that it is not right. The code of ethics keeps organizations and communities livable. It allows people to be aware and understanding of others situations leading them to serve the purpose that they need to in their professional position.

Reference:

- American Heart Association. (2014). *Ethics Policy*. Retrieved from American Heart Association Life is Why: http://www.heart.org/HEARTORG/General/Ethics-Policy_UCM_300430_Article.jsp
- Campbell, E. (2000). Professional ethics in teaching: Towards the development of a code of practice. *Cambridge Journal of Education*, 30(2), 203-221.
- Cook, A. F., Sobotka, S. A., & Ross, L. F. (2013). Teaching and assessment of ethics and professionalism: a survey of pediatric program directors. *Academic Pediatrics*, 13(6), 570-576.
- Johnson, C. (2012). *Meeting the Ethical Challenges of Leadership*. Los Angeles: Sage.
- Leach, M. M., & Oakland, T. (2010). Displaying Ethical Behaviors by Psychologists When Standards Are Unclear. *Ethics & Behavior*, 20(3/4), 197-206.
- May, J. L., Mead, A., & Ellington, J. K. (2014). Measuring Team Ethical Climate: Development of the TECS. In *Ethics in Science, Technology and Engineering, 2014 IEEE International Symposium on* (pp. 1-4). IEEE.

Agenda Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-10-27 authorizing the Mayor to execute a contract with the State of Florida for State Highway Traffic Signal Maintenance and Compensation Program FY 2015/16 for reimbursement of the cost of traffic signal maintenance.

SUMMARY:

For many years the City of Palatka has cooperatively worked with the State of Florida to maintain the traffic signals on State roads which traverse through the City limits (SR 15, 19, and 20). The City agrees to maintain these traffic lights, pay for monthly electrical costs, and assume the cost of general maintenance (bulb replacement) and have ninety percent (90%) of the lights in operation on a regular basis. The 2015/16 contract totals \$40,888.00.

This was a substantial increase from the prior year amount of \$20,583.25 due to changes to the maintenance agreement which will now require the City to maintain the mast arms for the intersections which are included in Exhibit A. In the past, the City has not been required to maintain the mast arms.

The FDOT will continue to replace the mast arms at the end of their life cycle and will also reimburse the City if any of the mast arms are damaged due to a traffic accident. The City will only be required to perform preventative maintenance and other basic types of maintenance.

Also attached is the prior year agreement for comparison purposes. The prior year agreement does not include the language regarding the maintenance of the mast arms.

RECOMMENDED ACTION:

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

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	Backup Material
<input type="checkbox"/> Exhibit A	Backup Material
<input type="checkbox"/> Exhibit B & C	Backup Material
<input type="checkbox"/> Prior Year Agreement without Mast Arm maintenance	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	5/4/2015 - 3:56 PM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 11:01 AM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:50 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:53 PM

RESOLUTION No. 2015-11-___

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AND ATTEST THE 2015/16 STATE HIGHWAY TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT WITH
THE FLORIDA DEPARTMENT OF TRANSPORTION**

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

WHEREAS, the FDOT finds it is necessary for the “Maintaining Agency” to execute and deliver to the FDOT the Agreement identified as “2015/16 State Highway Traffic Signal Maintenance and Compensation Agreement” hereinafter referred to as ‘Exhibit 1,’ together with Exhibits “A” and “B” as attached hereto; and

WHEREAS, the total cost of maintenance for FY 2014/15 is \$40,888.00; and

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

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, as the Maintaining Agency, this 14th day of May, 2015.

CITY OF PALATKA

By: _____

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

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CONTRACT NO. ARV57
FINANCIAL PROJECT NO. 41353318811
F.E.I.D. NO. F596000401002

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and CITY OF PALATKA, Florida, CITY OF PALATKA ("Maintaining Agency")

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

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

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

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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 such 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 \$25,000.00 and which have a term for a period of more than 1 year.

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and 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.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

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

CITY OF PALATKA _____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name Jerry Ausher, P.E.

Title: District Traffic Operations Engineer

Legal Review: _____

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

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Exhibit A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2016										
Effective Date: from <u>07/01/2015</u> to <u>06/30/2016</u>										
CITY OF PALATKA										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR15/20/100, (US17) REID ST. at 2ND ST.	\$3,040	Yes						No	No	\$3,040.00
SR15/20/100, (US17) REID ST. at 3RD ST.	\$3,040	Yes						No	No	\$3,040.00
SR15/20/100, (US17) REID ST. at 4TH ST.	\$3,040	Yes						No	No	\$3,040.00
SR15/20/100, (US17) REID ST. at 7TH ST.	\$3,040	Yes						No	No	\$3,040.00
SR15/20/100, (US17) REID ST. at SR20, 9TH ST.	\$3,040	Yes						No	Yes	\$3,040.00
SR15/20/100, (US17) REID ST. at 11TH ST.	\$3,040	Yes						No	No	\$3,040.00
SR15/20/100, (US17) REID ST. at 19TH ST.	\$3,040	Yes						No	No	\$3,040.00
SR15/20/100, (US17) REID ST. at MOSELEY AVE./20TH ST.	\$3,040	Yes						No	No	\$3,040.00
SR19 at ST. JOHNS AVE.	\$3,040	Yes						No	No	\$3,040.00
SR20, (CRILL AVE.) at PALM AVE.	\$3,040	Yes						No	No	\$3,040.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

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

2.0 COMPENSATION

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

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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

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

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

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

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

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.
2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.
6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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

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

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

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

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

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

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

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

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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

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

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

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

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

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

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

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

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

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

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

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

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

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

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

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

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

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

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

CITY OF PALATKA, Florida
(Maintaining Agency)

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed: _____

Legal Review: _____

Attorney Date

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

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

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

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

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

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

2.0 COMPENSATION

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

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

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

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

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

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

Unit Rates per 100% State Intersections

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

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

3.0 PAYMENT PROCESSING

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

*Agenda
Item*

3b



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-28 authorizing the Mayor and City Clerk to execute and attest Change Order No. 1 with Hercules Fence in the amount of \$25,850 for additional clearing and grading of the South Airport Development Area at the Palatka Municipal Airport (100% grant funded)

SUMMARY:

The City is currently under contract with Hercules Fence for the clearing, grading and fencing of the south airport development area. The original scope did not include the clearing and fine grading of the ditches on the property. The attached change order covers the clearing of all ditches, removal of stumps and debris within and adjacent to the ditches to promote positive drainage and to allow for easier future maintenance. The contractor and its subcontractors shall also be responsible for regrassing these areas. This project is 100% funded through by Florida Department of Transportation Aviation funds. Any remaining South Airport Grant funds are to be transferred to the T-hanger project.

RECOMMENDED ACTION:

Adopt Resolution No. 2015- authorizing the City Manager and City Clerk to execute and attest Change Order No. 1 with Hercules Fence in the amount of \$25,850 for additional clearing and grading of the South Airport Development area at the Palatka Municipal Airport (100% grant funded)

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Hercules Change Order Resolution	Backup Material
<input type="checkbox"/> Hercules Fence Change Order	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	5/5/2015 - 9:23 AM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 2:22 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:49 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:51 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:39 PM

RESOLUTION No. 2015

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST CHANGE ORDER NO. 1 WITH HERCULES FENCE IN THE AMOUNT OF \$25,850 FOR ADDITIONAL CLEARING AND GRADING OF THE SOUTH AIRPORT DEVELOPMENT AREA AT THE PALATKA MUNICIPAL AIRPORT (100% GRANT FUNDED)

WHEREAS, on 10/13/12 the Palatka City Commission (the City) adopted Resolution No. 9-29 entering into a Joint Participation Agreement with the Florida Department of Transportation in the amount of \$333,537, identified as F.P. Number 43474819413 to fund 80% of the design and construction of South Airport drainage, utilities, permitting, surveying, testing, project management and administration (the **Project**), and

WHEREAS, the Florida Department of Aviation modified the grant agreement to 100% Rural Economic Development Initiative (REDI) funding, and

WHEREAS, on 8/7/2014 the City adopted Resolution No. 2014-10-10-108 awarding a bid to Hercules Fence Company in the amount of \$55,325.00 for the southern airport general aviation fencing relocation project; and

WHEREAS, the City desires to do additional clearing, grubbing, grading and grassing of the south airport area the **Project** for an amount not to exceed \$25,850.00; and

WHEREAS, the remaining grant funds will be transferred to the FY 2014-2015 five (5) to eight (8) T-Hangar project, and

WHEREAS, the City deems it reasonable and necessary to authorize Change Order No. 1 with Hercules Fence Company for the **Project**

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

1. That the City Manager and City Clerk are hereby authorized to authorizing the City Manager and City Clerk to execute and attest Change Order No. 1 with Hercules Fence in the amount of \$25,850 for additional clearing and grading of the South Airport Development area at the Palatka Municipal Airport (100% grant funded)

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of May, 2015.

CITY OF PALATKA

By: Its **MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

**Change Order No. 1
 FDOT Contract No. AQS 81
 (USING FDOT FUNDS ONLY)
 April 2, 2015**

CONTRACTOR:

Hercules Fence Company, Inc.
 4660 S.E. Maricamp Road
 Ocala, Florida 34480

CONTRACT FOR:

City of Palatka - Palatka Municipal Airport
 South General Aviation Area Site Preparation and Fencing Relocation

CONTRACT DATE: August 22, 2014
 NOTICE TO PROCEED: October 13, 2014

CONTRACT DURATION: 90 Days
 COMPLETION DATE: January 10, 2015

You are hereby authorized and directed to make the following change(s) in this Contract:

Change Order No. 1 covers changes

1. Additional cleaning and grading of 1,310 LF of ditch and shoulders (Hercules Fence)	\$25,850.00
2. Construction administration and inspection (Passero Associates)	\$2,500.00
Total:	\$28,350.00

Note: Funding by FDOT grant monies under Contract No. AQS 81

Original Construction Contract Sum	\$55,325.00
Change Order No. 1	\$25,850.00
New Contract Sum Including This Change Order	<u>\$81,175.00</u>
Change in Contract Time For Change	21 Days

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and/or Contract time. Adjusted cost and time include all direct, indirect and impact costs and time delays, disruptions, inefficiency, acceleration and all other claims. Sub-contractors to be paid in full upon satisfactory and accepted completion of work.

RECOMMENDED BY:
 Passero Associates, LLC

Michael Cornell 4/27/2015 Project Manager
 By: Michael Cornell Date

AGREED TO:
 Hercules Fence Company, Inc.

 Project Manager

By: Rusty Buchkovich Date

OWNER AUTHORIZATION BY:
 City of Palatka

 City Manager

By: Allen Bush Date

FDOT AUTHORIZATION BY:
 FDOT District 2 Aviation

 Ports & Aviation Specialist

By: Gene Lampp Date

Change Order No. 1
FDOT Contract No. AQS 81
(Using FDOT Funds Only)
Itemization Summary

1. Add. cleaning & grading 1,310 LF ditch/shoulders (Hercules Fence)	\$25,850.00
2. Additional construction administration & inspecton (Passero)	\$2,500.00

Change Order No. 1 (Construction - Hercules) Totals	\$25,850.00
--	--------------------

Original Contract (Hercules Fence)	\$55,325.00
CO No. 1 - Additional Clearing / Grading, etc.	\$25,850.00

Revised Construction Contract Total (Hercules Fence)	\$81,175.00
---	--------------------



HERCULES FENCE COMPANY, INC.

4660 S.E. Maricamp Road
Ocala, Florida 34480
(352) 624-1331 • (352) 624-1822
Fax: (352) 624-3997

3/30/15

**PALATKA AIRPORT
PALATKA, FL**

CHANGE ORDER

CHANGES TO SCOPE OF WORK REQUESTED FOR PROJECT PER ARCHITECT.
ADDITIONAL CLEANING AND GRADING OF 1,310 LF OF DITCH AND SHOULDERS FOR AN
ADDITIONAL COST OF;

\$ 25,850.00

A handwritten signature in black ink, appearing to read 'Rusty Buchkovich'.

Rusty Buchkovich

SITE MEETING
TUE 9.16.14
0930 - 1030

Jeff Ball
 Rusty Buchkovich
 David Yow
 David Harris

LEGEND

Palatka Airport Boundary

Approximate Flagged Wetland Area

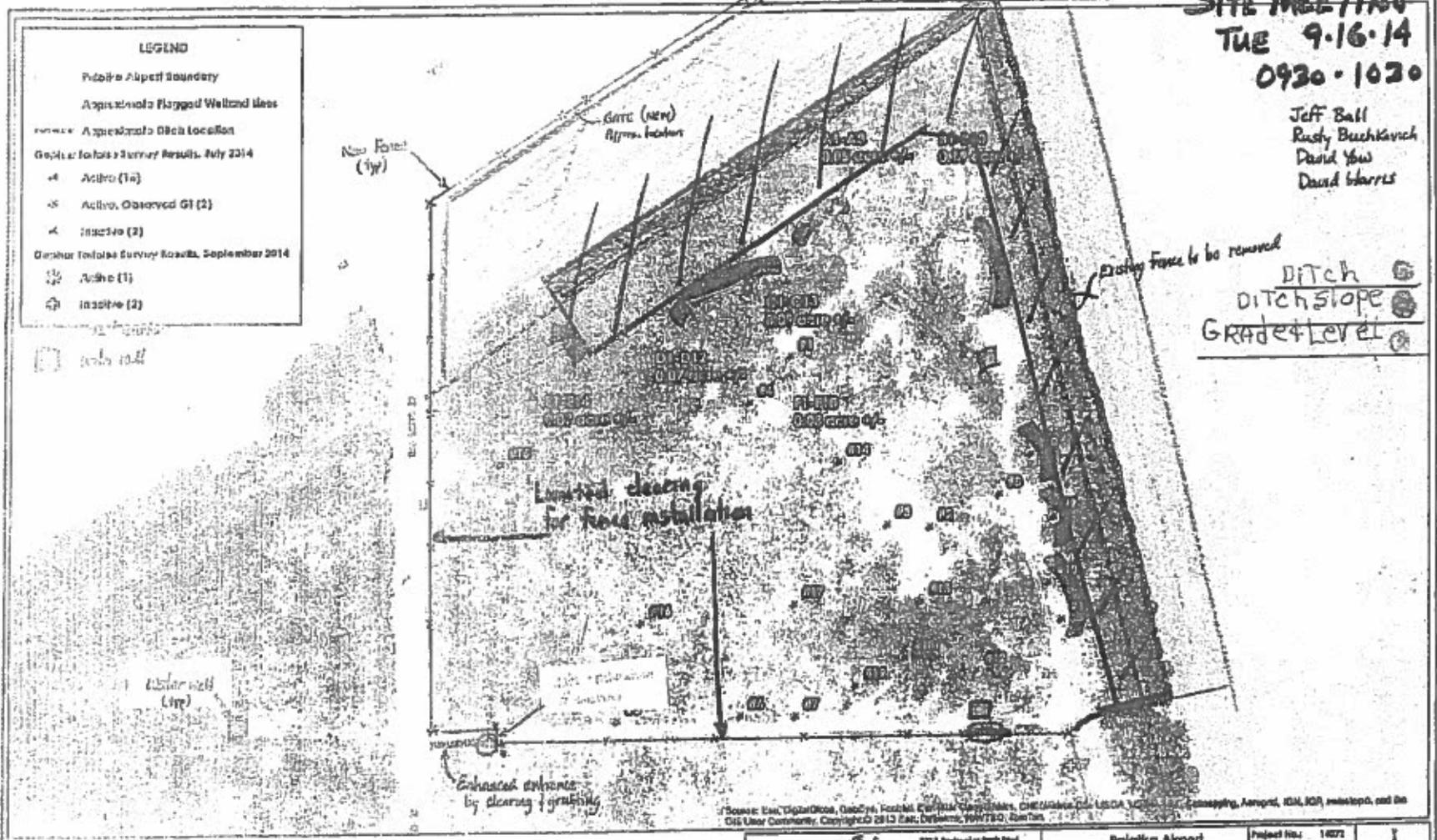
Approximate Ditch Location

Geoplot Locations Survey Results, July 2014

- Active (14)
- Active, Observed GT (2)
- Inactive (2)

Geoplot Locations Survey Results, September 2014

- Active (1)
- Inactive (2)



Existing Fence to be removed

Ditch

DITCH SLOPE

GRADE & LEVEL

NOTE: Depicted wetland extents and GT burrow locations are approximate. Wetland/upland boundaries are subject to change upon agency verification of flagged wetland lines.



Environmental Resource Solutions
 Our Service. Your Success.
 10000 Lakeside Blvd. Suite 100
 Jacksonville, FL 32214
 (904) 384-1397
 www.environmentalresourcesolutions.com

3711 Piedmont Park Blvd.
 Suite 100
 Jacksonville, FL 32214
 (904) 384-1397
 www.environmentalresourcesolutions.com

Palatka Airport
 Wetland Flagging Map
 & GT Burrow Locations

Project No.: 14071
 Exhibit No.: 1
 Date: 7-7-14
 By: JEM
 Rev. Date: 9-13-14



100% Wetland Flagging Map - Palatka Airport

*Agenda
Item*

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-29 authorizing the execution of Passero & Associates work order # 15-46A for construction administration and inspection of the South General Aviation Area Improvements Project in amount not to exceed \$2,500 at the Palatka Municipal Airport (100% grant funded)

SUMMARY:

The City is currently under contract with Passero & Associates for the construction administration and inspection of the clearing, grading and fencing of the south airport development area. The original scope did not include the clearing and fine grading of the ditches on the property. The attached change order with Hercules Fencing covers the clearing of all ditches, removal of stumps and debris within and adjacent to the ditches to promote positive drainage and to allow for easier future maintenance. The contractor and its subcontractors shall also be responsible for regrassing these areas. The attached work order from Passero & Associates includes the construction administration and inspection services for the additional work. This project is 100% funded through by Florida Department of Transportation Aviation funds. Any remaining South Airport Grant funds are to be transferred to the T-hanger project.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Passero & Associates work order # 15-46A for construction administration and inspection of the South General Aviation area in amount not to exceed \$2,500.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution Passero WO 16-46A	Resolution
<input type="checkbox"/> Change Order and Work Order	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	5/5/2015 - 9:43 AM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 2:17 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:50 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:53 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:40 PM

RESOLUTION No. 2015 – 11 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF PASSERO &
ASSOCIATES WORK ORDER # 15-46A FOR CONSTRUCTION
ADMINISTRATION AND INSPECTION OF THE SOUTH
GENERAL AVIATION AREA IN AMOUNT NOT TO EXCEED
\$2,500**

WHEREAS, on 10/13/12 the Palatka City Commission (the City) adopted Resolution No. 9-29 entering into a Joint Participation Agreement with the Florida Department of Transportation in the amount of \$333,537, identified as F.P. Number 43474819413 to fund 80% of the design and construction of South Airport drainage, utilities, permitting, surveying, testing, project management and administration (the Project), and

WHEREAS, on 2/10/2011 the Palatka City Commission (the City) entered into a contract with Passero & Associates, for master consulting services for the Palatka Municipal Airport (Kay Larkin Field); and

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed work order # 14-46 for Project Engineering & Construction Admin services; and

WHEREAS, the City deems it reasonable and necessary to enter into a Work Order with Passero & Associates for construction administration and inspection of additional clearing, grubbing, grading and grassing of the South Airport Area for said Project in amount not to exceed \$2,500.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates work order 15-46A in an amount not to exceed \$2,500 for construction administration and inspection of additional clearing, grubbing, grading and grassing of the South Airport Area .

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of May, 2015.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

City of Palatka



Palatka Municipal Airport (28J)

South General Aviation Area Fencing and Site Preparation -

Additional Clearing and Final Grading

Construction Administration and Inspection

by

Passero Associates, LLC

PA Project No. 24000010.046A

Work Order No. 15-46A

**South General Aviation Area Fencing and Site Preparation - Additional Clearing and Final Grading
Construction Administration and Inspection**

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order, No. 14-46R, and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

Project Location: Palatka Municipal Airport (Kay Larkin Field), Palatka, Florida.

Project Description: South General Aviation Area Fencing and Site Preparation - Additional Clearing and Grading.

Scope of Basic Services: Construction Administration and Inspection.

Scope of Special Services: None.

Client Manager: Mr. Allen Bush, Interim City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. David Harris/Mr. Michael Cornell, Senior Inspectors.

Basic Services Compensation and Method of Payment: Not-to-Exceed \$ 2,500.00

Special Services Compensation and Method of Payment: Not-to-Exceed \$ 0,000.00

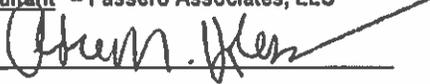
Total Project Cost: Not-to-Exceed \$ 2,500.00

Schedule: To be determined as soon as Notice-to-Proceed is issued.

Meetings: As needed and directed by the City.

- Deliverables:**
1. Project management and coordination services.
 2. Resident engineering and inspection services (periodic inspection only).
 3. Project closeout documentation for the FDOT.

"Consultant" - Passero Associates, LLC

BY: 

Andrew M. Holesko, (Vice President)
Typed Name, (Title)

ATTEST BY: 

Date: 4-29-2015

"Client" - City of Palatka

BY: _____

Allen Bush (Interim City Manager)
Typed Name, (Title)

BY: _____

Terrill Hill (Mayor)
Typed Name, (Title)

ATTEST BY: _____

Date: _____

*Agenda
Item*

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2015-11-30 authorizing the Mayor and City Clerk to execute and attest the Florida Department of Corrections Work Squad Agreement #W1001 to provide one inmate work squad to the City of Palatka for a one-year term beginning August 24, 2015.

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. Currently, the City has two (2) squads. One works under the Parks Department and assists parks and facilities grounds maintenance. The other is primarily responsible for the mowing and weedeating of the cemeteries and right of ways. The City bears the cost of the prison guard, transportation van and equipment/supplies used by the Crew.

Florida DOC has notified the City that this contract is up for renewal. This renews Contract # W1001, which expires August 24, 2015. The total annual cost of this contract is \$57,497.00.

RECOMMENDED ACTION:

Adopt Resolution 2015 authorizing the City Mayor and City Clerk to execute and attest the Florida Department of Corrections work squad agreement #W1001 to provide one inmate work squad to the City of Palatka for a one-year term beginning August 24, 2015.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution DOC Work Squad Contract	Resolution
<input type="checkbox"/> DOC Squad Contract	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	5/5/2015 - 9:42 AM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 11:08 AM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:49 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:53 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:39 PM

RESOLUTION NO. 2015 – 11 -

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD AGREEMENT #W1001 TO PROVIDE ONE INMATE WORK SQUAD TO THE CITY OF PALATKA FOR A ONE-YEAR TERM BEGINNING 08/24/2015.

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

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

WHEREAS, the Florida Department of Corrections desires to renew Inmate Work Squad Contract No. W1001 with the City of Palatka to provide one inmate work squad to the City of Palatka for a term of one (1) year, beginning August 24, 2015 and ending August 23, 2016; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka to enter into DOC Contract No. W1001.

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 #W1001 in the amount of \$57,497.00 for the use of one (1) inmate crew for the term beginning August 24, 2015 and ending August 23, 2016.

PASSED AND ADOPTED this 14th day of May, 2015.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

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 begin on August 24, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or August 23, 2016, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- 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 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th 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 2nd Street
Palatka, Florida 32177
Fax: (386) 326-2741
Email: 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
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

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

City Manager
City of Palatka
201 North 2nd 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
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

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

SIGNED
BY: _____
NAME: **Kelley J. Scott**
TITLE: **Director, Office of Administration
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 W1001 Effective August 24, 2015

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

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

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

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

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
 ** Annual cost does not include overtime pay

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

Number Squads	Total Annual Cost
------------------	----------------------

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	
	\$ 750.00

This Contract provides for one (1) Work Squ

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 W1001 Effective August 24, 2015

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:	Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio MACOM \$4969.00	<input checked="" type="checkbox"/>	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio MACOM \$5400.00	<input type="checkbox"/>		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency			\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

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

Total Cost
\$0.00
\$0 00

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

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

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

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

\$57,497.00

VIII. OVERTIME COSTS:

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

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Palatka
Interagency Contract Number W1001 Effective August 24, 2015

- 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

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-31 authorizing the execution of the renewal agreement for the provision of Supplemental Police Services between the Palatka Housing Authority and the Palatka Police Department effective June 1, 2015

SUMMARY:

The Palatka Housing Authority (PHA) contracts with the City for additional police services each year to create a drug and crime free environment and to provide for the safety and protection of the residents in the public housing developments. The current contract expires on May 31, 2015. PHA has presented the renewal agreement providing for supplemental police services between PHA and the Palatka Police Department at a rate of \$23 per hour.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of a renewal agreement providing for supplemental police services between the Palatka Housing Authority and the Palatka Police Department.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Police	Griffith, James	Approved	4/15/2015 - 2:29 PM
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 1:42 PM
City Manager	Bush, Allen	Approved	4/29/2015 - 3:13 PM
Finance	Reynolds, Matt	Approved	4/30/2015 - 10:36 AM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:06 PM

RESOLUTION No. 2015-_____

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF THE RENEWAL AGREEMENT FOR PROVISION OF SUPPLEMENTAL POLICE SERVICES BETWEEN THE PALATKA HOUSING AUTHORITY AND THE CITY OF PALATKA POLICE DEPARTMENT AT A RATE OF \$23 PER HOUR, FOR A ONE-YEAR TERM EFFECTIVE JUNE 1, 2014.

WHEREAS, the City of Palatka Police Department and the Palatka Housing Authority have annually entered into a renewable agreement for the provision of supplemental police services in order to provide for the safety and protection of the residents of the Authority's public housing developments; and

WHEREAS, the Palatka Housing Authority desires to renew this Agreement, which expires on May 31, 2015, and has presented a renewal agreement to continue to provide supplemental police services between the Palatka Housing Authority and the Palatka Police Department at the rate of \$23.00 per hour; and

WHEREAS, both parties are in agreement as to the terms of the renewal agreement; and

WHEREAS, the Palatka City commission has determined that entering into an Agreement with the Palatka Housing Authority for the provision of supplemental police services is in the best interest of the City of Palatka and its' citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA, that the City Manager, Chief of Police and City Clerk are hereby authorized to execute, execute and attest the Agreement for the Provision of Supplemental Police between the Palatka Housing Authority and the Palatka Police Department, said Agreement to take effect June 1, 2014, and continuing through May 31, 2015.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14nd day of May, 2015.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

PALATKA HOUSING AUTHORITY – PALATKA POLICE DEPARTMENT
AGREEMENT FOR THE PROVISION OF
SUPPLEMENTAL POLICE SERVICES

This Agreement, made and entered into this 1st day of June 2015 by and between the Palatka Housing Authority (hereinafter called the “Authority”) and the City of Palatka (hereinafter called the “City”) is for the provision of specific police services associated with the Authority’s crime reduction program.

WHEREAS, The Authority desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in the public housing developments; and

WHEREAS, the City and the Palatka Police Department (hereinafter called the “Department”) desire to assist in the effort by providing effective police services at the Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I – SERVICES PROVIDED BY THE DEPARTMENT

1. The Department agrees that the services rendered by the Assigned Personnel (police) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing development, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article V, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

A. The Department will provide the number of police officers necessary to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department’s chain of command and under police department rules, regulations and standard operating procedures.

B. The Department agrees to assign police officers to targeted area during specific periods of time as identified by the Authority and the Department as high crime or high workload periods to maintain a police patrol presence.

C. The Department will employ a community policing concept and the Department’s personnel whose primary responsibility is to develop and maintain

communications with residents will assist in developing or enhancing crime prevention programs in the public housing community.

D. The Department agrees to collect and provide workload data in the public housing development.

E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest of a resident or household member.

F. Without limiting any of the foregoing, the Department agrees that with respect to the services to be performed by any police personnel in accordance with the Contract, the appropriate police department representative will meet with resident leadership and management representatives of the Authority for the purposes of reviewing the enforcement and prevention efforts and planning for the future changes or modifications anticipated by this contract. These meetings shall occur at least quarterly.

G. The Department agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The Department agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement.

I. The Department will provide training on community relations and interpersonal communications skills to the extent possible.

J. The Department agrees to provide, criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.

K. The Department shall designate an officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority, or the Director's designate.

The Administrative Liaison Officer will perform the following duties:

1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of the Agreement;

2. Establish and maintain an ongoing line of communication with other police personnel;

3. Prepare progress reports and evaluations of services requested and provided under this agreement for review by the Executive Director and Police Chief.

4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Establish a clearly defined process for reporting non-emergency criminal activities.

L. The Department will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the Department's property while on the Authority's property.

M. The Assigned Personnel shall possess maintain any State-mandated Certification.

N. The Department shall indemnify and hold harmless the Palatka Housing Authority and its employees from and against all claims for personal injury or property damage that may result from the performance or non-performance of Assigned Personnel.

ARTICLE II- SERVICES PROVIDED BY THE AUTHORITY

1. The Authority shall reserve the right to a reasonable request that the Department replace any assigned officer for the following conduct by the officer:

A. Neglect or non-performance of duties;

B. Disorderly conduct, use of abusive or offensive language, or fighting;

C. Criminal action;

D. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment.

E. Inadequate punctuality or attendance.

F. Substantiated complaints from public housing residents or management.

2. The Authority will provide the Department with a Public Housing Activity Form for assigned officers to complete. These forms are not to replace police reports utilized by the Department, and are subject to approval by the Department.

3. The Authority will provide the Department with applicable Authority rules and regulations governing Authority residents.

ARTICLE III – ENFORCEMENT OF RULES REGULATIONS

1. The Department, through its police officers, is hereby empowered to enforce the following;

A. Unauthorized visitors in unoccupied structures of the Authority shall be removed.

B. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.

C. Unauthorized visitors destroying, defacing or removing Authority property shall be subject to criminal enforcement actions.

With regard to the foregoing rules and regulations, the Department's officers are hereby authorized to give any criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

2. The Department, through its police officers, or in conjunction with the Department of Parking and Traffic, is hereby empowered to enforce the following Authority rule regulation:

"The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from, parking vehicles in any area other than parking areas designated by Authority management."

With regard to the foregoing rule or regulation, the Department's officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established Department procedure for removing vehicles.

3. The Department, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda agreed to by both parties in writing.

4. Nothing herein contained shall be constructed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE IV – COMMUNICATIONS, REPORTING EVALUATION

1. Communications. The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the Department will provide to the Authority copies of incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, so long as the information and or reports do not compromise ongoing investigations. The release of Department information shall be governed by the Florida Freedom of Information Act.

Existing procedures, if in effect, are included as an Addendum to this Agreement.

2. Reporting

A. Forms: The Department will require all Assigned Personnel (police officers) to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

1. Hours worked: foot, bicycle, motorized, other
2. Calls, requests to service
3. Referrals to City/ Housing Authority/ agencies
4. Suspicious persons – name and description
5. Vehicles abandoned/towed/stolen
6. Drug paraphernalia confiscated/found
7. Arrests/citations of both residents and outsiders to include. age, sex, and ethnicity
8. Property recovered/stolen
9. Counseling of residents and visitors
10. Broken lights/sidewalks
11. Graffiti
12. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
13. Vehicle license number of suspicious persons

14. Weapons violations/seized.

B. Media Coordination: The Department will relay to the Executive Director, or his/her designee, information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation: The Department and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. Other (tactical)
 2. Response times to targeted communities by Department-paid officers and Authority-paid officers by Priority I (emergency), and Priority II (non-emergency)
 3. Arrests (to include drug violations)
 4. Vehicles towed
 5. Positive contacts
 6. Referrals
 7. Trespassers removed
 8. All UCR or NIBRS Reports
 9. Calls for service
 10. Weapons seized
 11. Property stolen/recovered
 12. Community feedback
- D. It is further agreed that the Department will provide comparable crime

information for the City as a whole to facilitate the evaluation to include what proportion of activities city wide occur on Authority property.

ARTICLE V – PLAN OF OPERATIONS

1. The Department and the Authority shall specify the manner and method of performance by which each of the services identified is to be administered. The plan of operations will minimally specify the following:

- A. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
- B. Staffing levels: two patrol officers
- C. Hours of operation: not to exceed four (4) hours per day as determined by the Authority and Administrative Liaison Officer.
- D. Days of operations: Not to exceed four (4) days each week as agreed upon by the Authority and Administrative Liaison Officer.

2. The plan of operations will be prepared for review and acceptance within five (5) days from the date of execution of this Agreement by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.

3. If during the term of this Agreement either party desires to amend the scope of the Plan of Operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE VI – TERM OF AGREEMENT

The term of this Agreement shall be for twelve (12) months beginning on June 1, 2014 and ending on May 31, 2015 with the option to be renewed annually.

ARTICLE VII – COMPENSATION OF THE DEPARTMENT

1. All compensation to the city will be made on a cost approval basis. The Authority will reimburse the City for services specified in this Agreement at the average rate of \$23.00 per hour per officer in a total amount not to exceed \$15,000 in the term of this Agreement.

2. The Authority shall reimburse the City on a bi-weekly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.

3. The Department shall provide the following documentation in requesting reimbursement:

- A. Copies of payroll time reports certified to by the Department documenting names, employee identification, hours worked in public housing developments, and supervisory approval of the report.

4. All requests for payment are subject to the approval of the Executive Director, or his/her designee, and the Authority shall thereafter make payment of the approved amount within five (5) days of receipt of the request for payment.

ARTICLE VIII- TERMINATION

1. Either party may terminate this Agreement without cause upon the provision of thirty (30) days written notice to the other. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

2. The City shall be paid for all services provided prior to termination of this Agreement.

3. Any notices required pursuant to the terms of this Agreement shall be construed in accordance with the laws of the State of Florida.

Authority: Executive Director
Palatka Housing Authority
400 N. 15th
P.O. Box 1277
Palatka, FL 32178

City: Chief of Police
Palatka Police Department
110 11th St.
Palatka, FL 32177

ARTICLE IX – CONSTRUCTION OF LAWS

This Agreement is made and entered into by the Palatka Housing Authority and the City of Palatka. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Florida.

ARTICLE X – ENTIRE CONTRACT

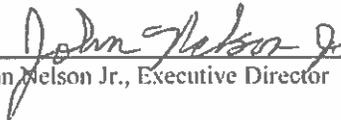
This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. The Agreement may be modified only by a written agreement signed by the parties hereto.

ARTICLE XI – MISCELLANEOUS

1. The captions and headings of any of the various sections or paragraphs of this Agreement are for convenience only and not to be construed as confining or limiting in any way the scope or intent of a provision hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.

2. The enforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

PALATKA HOUSING AUTHORITY



John Nelson Jr., Executive Director

CITY OF PALATKA

Alan Bush, Interim City Manager

James Griffith, Interim Chief of Police

Attest:

Betsy J. Driggers, City Clerk

*Agenda
Item*

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-32 accepting and confirming the ranking of engineering qualifications for the Southern Riverfront Commercial Development Block Grant C04 and authorizing contract scope and fee negotiations with the top ranked respondent

SUMMARY:

The City of Palatka was recently awarded a Florida Department of Economic Opportunity (DEO) grant under the Commercial Revitalization category in the amount of \$750,000.00 under the FFY 2013 Small Cities Community Development Block Grant (CDBG) program. On January 8, 2015 the City advertised a request for qualifications for CDBG engineering services. On February 18, 2015, the evaluation committee met to rank the proposals as follows;

1. Passero & Associates
2. Stone Engineering
3. Genesis Group
4. CHW

The project will undertake park improvements to include parking facilities to the City of Palatka's Riverfront Park. Improvements include storm water infrastructure, reconfiguration of Short Laurel and parking construction. The project is 100% grant funded. The project is fully designed and permitted. The contract for services will include bid administration, value engineering, construction administration and construction inspection.

RECOMMENDED ACTION:

Adopt the resolution accepting and confirming the ranking of engineering qualifications for the Southern Riverfront Commercial Development Block Grant C04 and authorizing contract scope and fee negotiations with the top ranked respondent

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution - CDBG Engineering Ranking	Resolution
<input type="checkbox"/> Project Boundary	Backup Material
<input type="checkbox"/> Ranking Sheet	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	5/5/2015 - 9:27 AM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 2:08 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:50 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:53 PM

RESOLUTION No. 2015 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
ACCEPTING AND CONFIRMING THE RANKING OF
ENGINEERING QUALIFICATIONS FOR THE SOUTHERN
RIVERFRONT COMMERCIAL DEVELOPMENT BLOCK
GRANT C04 AND AUTHORIZING NEGOTIATIONS WITH
THE TOP RANKED RESPONDENT**

WHEREAS, on January 8, 2015 a Request for Qualifications was advertised for CDBG engineering services for the City Of Palatka for a FFY 2013 Community Development Block Grant Project in the Commercial Revitalization Category

WHEREAS, on February 18, 2015 the Evaluation Committee met to rank the proposals as follows;

1. Passero & Associates
2. Stone Engineering
3. Genesis Group
4. CHW

WHEREAS, per FS 287.055, once the ranking is confirmed by the City Commission, contract negotiations for Project Engineering Services can begin with the top ranked firm.

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

1. That the ranking of the engineering qualifications for the Southern Riverfront Commercial Development Block Grant C04 is hereby accepted and confirmed; and
2. That Staff is hereby authorized to begin contract negotiations for Project Engineering Services with the top ranked respondent.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of May, 2015.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**CDBG Engineering Services
RFP-2015-01
Rankings**

Evaluation Criteria:	Points
Reputation of the firm, quality of work and timeliness of completion	20
Reputation of the proposed management team and the cumulative number of years that they have been licensed Engineers	20
Number of local government client references provided	20
Quality of the responses from the local government client references provided	20
The firms existing knowledge of the or the ability to become quickly knowledgeable with communities present needs that may be included as part of the City's CDBG project as well as the firm's estimated time to complete the final design and permitting of the proposed CDBG project	20

Respondents:	Stone Engineering	Passero	CHW	Genesis Group
Ranking Committee:				
Jonathan Griffith	88	90	85	86
Ed Chandler	89	98	90	91
Rhett McCamey	96	98	90	92
Average	91	95	88	90
Ranked	2	1	4	3

*Agenda
Item*

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Extend Allen R. Bush's Appointment as Interim City Manager until the new City Manager is in place

SUMMARY:

On March 5, 2015 the Commission appointed Allen R. Bush as Interim City Manager to begin immediately. He was appointed for sixty days.

At this time the Commission is still in the process of hiring a new City Manager. It is Staff's recommendation to extend his appointment as Interim City Manager until such time that a new City Manager is hired.

RECOMMENDED ACTION:

Extend Allen R. Bush's Appointment as Interim City Manager until the new City Manager is in place

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 3:45 PM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 3:45 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:46 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:47 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:38 PM

Agenda Item

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Authorize closure of certain streets to vehicular traffic for Special Events Permit No. 15-13 - 5K Walk/Run, June 6, 2015 from 6:00 a.m. - 10:00 a.m.- Beck Automotive Group; Loretta Cribbs, Applicant

SUMMARY:

Beck Automotive Group has made application for a 5K Walk/ Run, scheduled for June 6, 2015. The applicant has requested permission to close certain streets within the downtown, South Historic District, and adjacent areas to vehicular traffic as notes on the attached site plan. Streets will be closed the entire time only when majority of the runners proceed through the area. Barricades will be placed and removed as the race proceeds.

RECOMMENDED ACTION:

Grant permission to close certain streets for the 5K Walk/ Run between 6:00 a.m. and 10:00 a.m. within the downtown, South Historic District, and adjacent areas to vehicular traffic as note on the attached site plan.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Special Events Permit No. 15-13 Beck Automotive	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	4/29/2015 - 5:13 PM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:07 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:50 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:57 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:40 PM

APPLICATION # 15-13

(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. BECK Automotive group 146 Comfort Rd. Palatka, Fl. 321
- b. CONTACT PERSON Loretta Cribbs TELEPHONE 386-328-0344 x311
- c. FAX # 386-305-5588

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

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

3. DESCRIPTION AND OR NAME OF PROPOSED ACTIVITY 5K walk/RUN for the ARC.

4. DATE & HOURS OF DESIRED USE: 6/6/15 7:45-9:30AM

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
partial portion of park for 1 Rest/Water stop (1 hour 1 table 2 chairs)

6. ROAD CLOSURES: see route map

7. REQUEST FOR NOISE VARIANCE(Dates and Times): 6/6/15 7:30-9:30

8. REQUEST FOR ALCOHOL VARIANCE(Dates, Times, Location): N/A

9. ESTIMATE OF ANTICIPATED ATTENDANCE 300

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 0

11. 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.
- Sales Tax: _____

Applications will not be processed and events dates cannot be secured without accompanying application fee.

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

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

IMPORTANT INFORMATION

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, invitee 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.

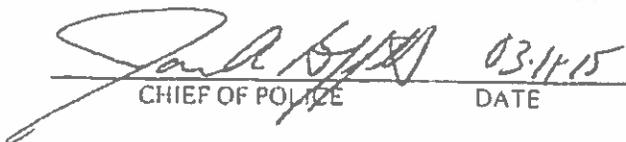
10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

1-23-15
DATE


SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE


CHIEF OF POLICE DATE 03-11-15

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 2/17/15 Special Events Coordinator: Thad Crowe

- | | | |
|--|-----------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Site Sketch Provided | Event Classification: | <input type="checkbox"/> |
| <input type="checkbox"/> Tentative Schedule of Events | Class A | <input checked="" 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: Beck Auto 5K Walk/Run for the Arc

Type of Event: WALK/RUN

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
Charity walk/run with 2 water stops

Location of Event: 11601 Reid St.

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

	Date	Day	Begin	End
Event Day 1	<u>6/6/15</u>	<u>Saturday</u>	<u>7:30 AM</u>	<u>9:30 AM</u>
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) 6/6/15 at (time) 6:00 AM

Break down will be completed by (Date) 6/6/15 at (time) 11:30 AM

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

"Class A" Event Daily Fees (see fee schedule) Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Refundable Deposit \$500.00	"Class B" Event 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)	"Class C" Event Daily Fees \$50/day Security Fees @ \$23/hr/Officer Green Container Fee @ \$15/container
--	---	--

Special Events Permit Fees \$ 100 Per day X 1 Days \$ 100⁰⁰

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X 3 Officers X 4 Hours \$ 276⁰⁰

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 2 X \$15.00 Per Container \$ 30⁰⁰

Additional Charges (List)

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

\$ 406⁰⁰

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

APPLICANT INFORMATION:

Name: Beck Automotive - Loretta Cribbs
Telephone: 386-328-0344 Fax: 386-385-5588 Cellular: 904-687-5977
Address: 146 Comfort Rd, Palatka

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

Other Contacts/ Key Holders:

Name: Lindsey Wimberley
Telephone: 386-328-2775 Fax: 386-325-1485 Cellular: 386-937-3915

Name: Misty Guessford
Telephone: 386-328-2775 Fax: _____ Cellular: _____

- Estimated Peak Number of Participants (each day of event):
Day 1 300 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: _____
- Inspection(s)- Date and time requested: _____
- Electrician Services- Date and time requested: _____
- Emergency medical services: Ambulance Locations(s) (note on site map): _____
- Number of EMS Personnel required: _____
- Number and proposed location for portable toilets: (note location on site map) 5 portable toilets at 1601 Reid Street

- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required _____
- Location of parking/transportation services, if any: _____
- Type Transport Vehicles (Van, Buses, etc.) N/A
- Location of security and emergency vehicle parking on site: _____
- Public street barricades/street closures/detours: (note locations on site map) 75 cones
- Temporary Parking, directional Signage needed: _____
- Main emergency vehicle access to site (location-also note on site map): _____
- 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) only on property at 1601 Reid ST.
- Number and location of static/mobile displays (note on site map): N/A
- Location of event staff management (headquarters): 1601 Reid ST
- Staff Uniform Identification: _____
- Main sound system location: 1601 Reid ST.
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): 1 walk/run on 1 route. MAP Attached.

- Number and location of temporary signs/banners: 18 route marker signs along
Route designating directions
- Number and location of promotional visual effects: N/A
- Watercraft: N/A
- Aircraft: N/A
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):
BANNERS + START / FINISH
- Date(s) and times of setup/ breakdown: 6/6/15 6:00 AM setup 11:30 take down
- Name(s) and Type of Musical Bands to Perform (dates & times of performance):
1 DJ / ANNOUNCER at 1601 Reid St. from
7:00 AM - 11:00 AM on 6/6/15
- Noise Abatement Requirements: DJ / ANNOUNCER at 1601 Reid St. from
7:00 AM - 11:00 AM on 6/6/15
- Adjoining Properties Impacted (Notification needed?): N/A
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: N/A
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): N/A
- Handicapped Accessibility: AS per ADA Requirements

Items Outstanding:

- Outstanding Fees: \$ _____
- Site Plan Sketch
- 501(C) (3) Certificate of Exemption

- Nonprofit Articles of Incorporation, Charter and Mission Statement
- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- Fire resistive rating certificates (tents, fabrics, etc.)
- Schedule Fire, Building/Electrical Inspections
- Schedule Pre/Post Sanitation Inspections
- Example of Special Event vendor permits provided
- Special Event Certificate of Insurance- City as "Additional Insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List Certificates required: _____
- _____
- Alcohol Liability Certificate of Insurance- City as "Additional Insured"
- Required Permits (federal, state, local): _____
- Alcohol License (copy) _____
- _____
- _____
- _____

PRE-PLANNING MEETING

Name of Special Event: _____ Date _____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

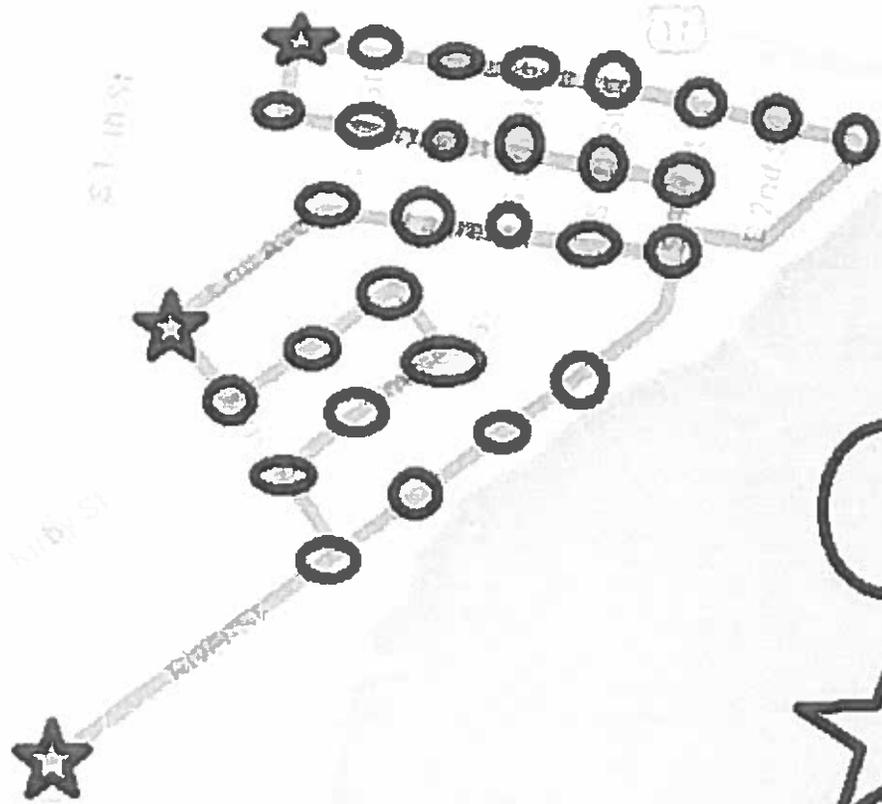
Map Satellite



Palatka Amtrak
Dunkin' Donuts

Palatka

St Johns River



Volunteers



Police Officers

Map data ©2015 Google

Map Report a map error

*Agenda
Item*

3i



CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant waiver of Class B Application Deadline and permission to exceed allowable noise levels for Special Events Permit No. 15- 25: Arts Council Spring and Summer Concert Series; Saturday June 6, 2015; and Saturday, June 13, 2015 from 5:30 p.m. until 8:30 p.m. - Arts Council of Greater Palatka/Denise Aiken, Applicant

SUMMARY:

Denise Aiken has made application for the June 6, 2015; and June 13, 2015 Spring and Summer Concert Series Special Event. Although Class B special events can be approved by the Special Events Coordinator, this application contains requested waivers requiring City Commission approval. The noise variance is for amplified sound associated with the concert series.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during the Spring and Summer Concert Series on June 6, 2015; and June 13, 2015 from 5:30 p.m. until 8:30 p.m.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Special Events Permit No. 15-25 Arts Council Of Greater Palatka	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	4/29/2015 - 5:13 PM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:08 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:50 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:58 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:40 PM

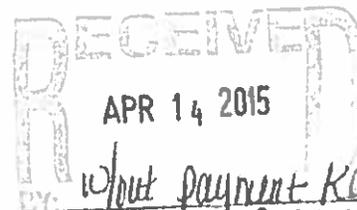
APPLICATION # 15-25

(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



BY: without payment Kew
payment received 4/14/15 kw

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. Arts Council of Greater Palatka PO box 936, Palatka, FL 32178

b. CONTACT PERSON Denise Aiken TELEPHONE 386-928-8998

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 Public Concert (Spring and Summer Concert Series)

4. DATE & HOURS OF DESIRED USE: June 15th, June 15th, ~~June 16th~~ (5:30-8:30)

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

6. ROAD CLOSURES: NA

7. REQUEST FOR NOISE VARIANCE(Dates and Times): all dates

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): NA

9. ESTIMATE OF ANTICIPATED ATTENDANCE 50

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

a. CLASS A: _____ \$300.00- 1,001 to 80,000 in attendance per day

b. CLASS B: X \$100.00 per day Up to 1,000 persons per day

c. CLASS C: 250.00 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. (1% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

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

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

IMPORTANT INFORMATION

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:

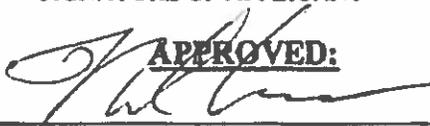
- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury, 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.

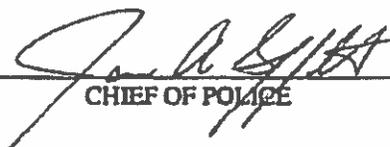
ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for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

April 14th 2015
DATE


SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE


CHIEF OF POLICE DATE 04.27.15

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: April 21, 2015 Special Events Coordinator: Thad Clowe

- | | | | |
|--------------------------|------------------------------|-----------------------|-------------------------------------|
| <input type="checkbox"/> | Site Sketch Provided | Event Classification: | <input type="checkbox"/> |
| <input type="checkbox"/> | Tentative Schedule of Events | Class A | <input checked="" 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: Spring and Summer Concert Series

Type of Event: Concert for the public

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

free concert

Location of Event: Amphitheater

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

	Date	Day	Begin	End
Event Day 1	<u>-</u>	<u>-</u>	<u>-</u> AM/PM	<u>-</u> AM/PM
Event Day 2	<u>June 6th</u>	<u>Sat</u>	<u>7</u> AM/PM	<u>8:30</u> AM/PM
Event Day 3	<u>June 15th</u>	<u>Sat</u>	<u>7</u> AM/PM	<u>8:30</u> AM/PM
Event Day 4	<u>-</u>	<u>-</u>	<u>-</u> AM/PM	<u>-</u> AM/PM

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

Break down will be completed by (Date) NA at (time) -

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

"Class A" Event Daily Fees (see fee schedule) Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Refundable Deposit \$500.00	"Class B" Event 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)	"Class C" Event Daily Fees \$50/day Security Fees @ \$23/hr/Officer Green Container Fee @ \$15/container
--	---	--

Special Events Permit Fees \$ 100 Per day X 3 Days \$ 300⁰⁰

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) \$ 300⁰⁰

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

APPLICANT INFORMATION:

Name: WVVA Arts Council of Greater Palatka
Telephone: 386 378 8998 Fax: _____ Cellular: _____
Address: PO Box 936 Palatka FL 32178

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

Other Contacts/ Key Holders:

Name: Denise Aiken
Telephone: 386 328 8998 Fax: _____ Cellular: _____

Name: Luke Telford
Telephone: 386 972 4003 Fax: _____ Cellular: _____

Estimated Peak Number of Participants (each day of event):
Day 1 50 Day 2 50 Day 3 50 Day 4 50 Day 5 _____

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

Number and proposed location of fire protection services: _____

Inspection(s)- Date and time requested: _____

Electrician Services- Date and time requested: We need an electric box extension for all concerts to extend from main box to stage (back) area.

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

Number of EMS Personnel required: _____

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

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

- Number and location of temporary signs/banners: _____
- Number and location of promotional visual effects: _____
- Watercraft: _____
- Aircraft: _____
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): _____
- Date(s) and times of setup/ breakdown: " _____ June 6th 5:00/8:30, June 5th 5:00/8:30
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): _____
- Noise Abatement Requirements: _____
- Adjoining Properties Impacted (Notification needed?): _____
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: _____
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): _____
- Handicapped Accessibility: _____

Items Outstanding:

- Outstanding Fees: \$ _____
- Site Plan Sketch
- 501(C) (3) Certificate of Exemption

Agenda Item

4



CITY COMMISSION AGENDA ITEM

SUBJECT:

BUDGET SUMMARY REPORT - F/Y 2014-2015 through March 31, one-half of the fiscal year - Matt Reynolds, Finance Director

SUMMARY:

See attached budget summary report.

RECOMMENDED ACTION:

No action requested. For information only.

ATTACHMENTS:

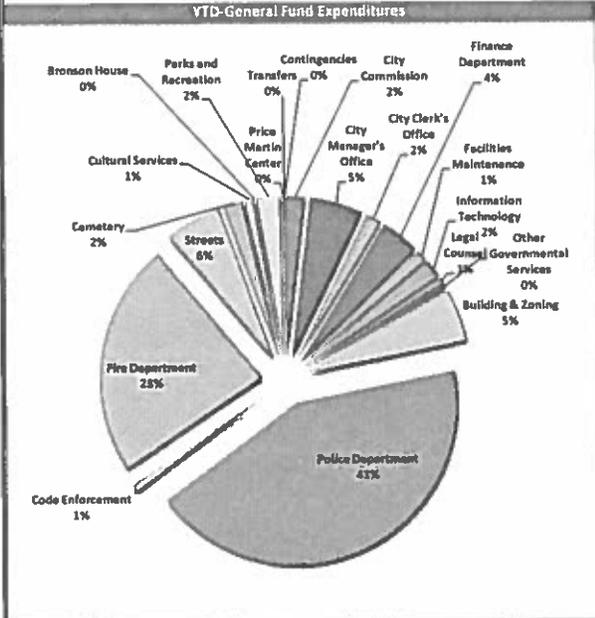
Description	Type
<input type="checkbox"/> Budget Summary	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	5/4/2015 - 4:38 PM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 10:55 AM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:45 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:35 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:37 PM

BUDGET-IN-BRIEF as of March 31, 2015

(50.00% of year elapsed)



General Fund Revenues			
Revenues	Budget	Year-to-Date	%
Property Taxes	\$ 3,108,172	\$ 2,619,945	84.29%
Local Option Taxes	\$ 579,165	\$ 229,170	39.57%
Utility Service Taxes	\$ 1,046,657	\$ 507,168	48.46%
Communication Service Tax	\$ 116,400	\$ 58,825	50.54%
Licenses/Permits	\$ 253,214	\$ 171,432	67.70%
Franchise Fees	\$ 778,999	\$ 436,416	56.02%
State/Federal Grants	\$ 196,964	\$ 8,777	4.46%
State Shared Revenues	\$ 813,702	\$ 404,833	49.75%
Grants from Local Units	\$ 6,547	\$ -	0.00%
Shared Revenue from Local Units	\$ 12,000	\$ 1,342	11.19%
Charges for Service	\$ 232,365	\$ 137,419	59.14%
Fines and Forfeits	\$ 898,673	\$ 335,593	37.34%
Miscellaneous Revenues	\$ 277,821	\$ 124,995	44.99%
Transfers In	\$ 300,000	\$ 200,000	66.67%
Reimbursements	\$ 366,326	\$ 177,500	48.45%
Debt Proceeds	\$ 382,713	\$ -	0.00%
Total Revenues	\$ 9,369,718	\$ 5,413,414	57.78%

General Fund Expenditures			
Expenditures	Budget	Year-to-Date	%
City Commission	\$ 135,542	\$ 78,204	57.70%
City Manager's Office	\$ 228,482	\$ 213,145	93.29%
City Clerk's Office	\$ 161,500	\$ 64,870	40.17%
Finance Department	\$ 289,191	\$ 158,463	54.80%
Facilities Maintenance	\$ 116,687	\$ 46,279	39.66%
Information Technology	\$ 147,634	\$ 73,470	49.76%
Legal Counsel	\$ 58,554	\$ 25,888	44.21%
Other Governmental Services	\$ 37,750	\$ 17,053	45.17%
Building & Zoning	\$ 440,643	\$ 209,541	47.55%
Police Department	\$ 4,434,457	\$ 1,742,512	39.29%
Code Enforcement	\$ 54,102	\$ 31,220	57.71%
Fire Department	\$ 2,123,952	\$ 948,434	44.65%
Streets	\$ 540,517	\$ 227,714	42.13%
Cemetery	\$ 165,636	\$ 74,699	45.10%
Cultural Services	\$ 123,366	\$ 37,897	30.72%
Bronson House	\$ -	\$ -	0.00%
Parks and Recreation	\$ 168,990	\$ 98,505	58.29%
Price Martin Center	\$ 23,144	\$ 8,397	36.28%
Transfers	\$ 204,310	\$ -	0.00%
Contingencies	\$ 50,494	\$ -	0.00%
Total Expenditures	\$ 9,504,951	\$ 4,056,289	42.68%

YTD-Total Citywide Budget			
Revenues	Budget	Year-to-Date	%
Total Citywide Budget	\$ 21,347,425	\$ 10,645,285	49.87%
Expenditures	Budget	Year-to-Date	%
Total Citywide Budget	\$ 21,870,080	\$ 10,458,669	47.82%

Airport Fund			
Airport Fund	Budget	Year-to-Date	%
Grants	\$ 923,237	\$ 34,042	3.69%
Operating Revenues	\$ 921,288	\$ 370,753	40.24%
Other Revenues	\$ 35,925	\$ 2,946	8.20%
Transfers	\$ 100,998	\$ -	0.00%
Total Revenues	\$ 1,981,448	\$ 407,741	20.58%
Personnel Expenses	\$ 146,919	\$ 70,608	48.06%
Operating Expenses	\$ 721,105	\$ 292,471	40.56%
Capital Expenses	\$ 942,212	\$ 378,647	40.19%
Debt Service	\$ 171,212	\$ 86,116	50.30%
Total Expenditures	\$ 1,981,448	\$ 827,842	41.78%

Utility Fund			
Utility Fund	Budget	Year-to-Date	%
Charges for Services	\$ 4,434,616	\$ 2,102,734	47.42%
Other Revenue	\$ 45,151	\$ 67,582	149.68%
Total Revenues	\$ 4,479,767	\$ 2,170,316	48.45%
Water Plant	\$ 1,141,235	\$ 526,385	46.12%
Sewer Plant	\$ 1,012,484	\$ 469,237	46.35%
Water & Sewer Distribution	\$ 919,778	\$ 386,356	42.01%
Utility Administration	\$ 218,650	\$ 120,010	54.89%
Debt Service	\$ 810,703	\$ 327,977	40.46%
Transfers	\$ 260,000	\$ 130,000	50.00%
Total Expenditures	\$ 4,362,850	\$ 1,959,965	44.92%

Golf Course Fund			
Golf Course Fund	Budget	Year-to-Date	%
Operating Revenues	\$ 703,025	\$ 431,864	61.43%
Grants	\$ 200,000	\$ 52,300	26.15%
Other Revenues	\$ 28,216	\$ 8,002	28.36%
Transfers In	\$ 272,311	\$ 84,499	31.03%
Total Revenues	\$ 1,203,552	\$ 576,666	47.91%
Maintenance Expenditures	\$ 302,316	\$ 155,005	51.27%
Maintenance Capital Exp	\$ 26,585	\$ -	0.00%
Club House Operating Exp	\$ 505,652	\$ 315,210	62.34%
Club House Capital Exp	\$ 200,000	\$ 68,335	34.17%
Debt Service	\$ 168,999	\$ 85,626	50.67%
Total Expenditures	\$ 1,203,552	\$ 624,176	51.86%

Sanitation Fund			
Sanitation Fund	Budget	Year-to-Date	%
Charges for Services	\$ 1,636,508	\$ 820,540	50.14%
Other Revenue	\$ 49,375	\$ 2,151	4.36%
Total Revenues	\$ 1,685,883	\$ 822,690	48.80%
Garage Personnel	\$ 158,152	\$ 80,555	50.94%
Garage Operating	\$ 9,118	\$ 4,924	54.00%
Refuse Collection Personnel	\$ 572,299	\$ 284,917	49.78%
Refuse Collection Operating	\$ 552,477	\$ 269,966	48.86%
Refuse Collection Capital	\$ 261,091	\$ -	0.00%
Debt Service	\$ 29,068	\$ 14,083	48.45%
Transfers Out	\$ 95,000	\$ 47,500	50.00%
Total Expenditures	\$ 1,677,205	\$ 701,944	41.85%

Tax Increment Fund			
Downtown TIF	Budget	Year-to-Date	%
Property Tax	\$ 247,121	\$ 247,121	100.00%
Total Revenues	\$ 247,121	\$ 247,121	100.00%
Expenses	\$ 180,471	\$ 90,481	50.14%
Transfers	\$ 127,992	\$ -	0.00%
Total Expenses	\$ 308,463	\$ 90,481	29.33%

South Historic TIF			
South Historic TIF	Budget	Year-to-Date	%
Property Tax	\$ 85,474	\$ 85,474	100.00%
Total Revenues	\$ 85,474	\$ 85,474	100.00%
Expenses	\$ 379,571	\$ 22,602	5.95%
Total Expenses	\$ 379,571	\$ 22,602	5.95%

North Historic TIF			
North Historic TIF	Budget	Year-to-Date	%
Property Tax	\$ 39,367	\$ 39,367	100.00%
Total Revenues	\$ 39,367	\$ 39,367	100.00%
Expenses	\$ 136,295	\$ 7,565	5.55%
Total Expenses	\$ 136,295	\$ 7,565	5.55%

Better Place Plan Fund			
Better Place Plan Fund	Budget	Year-to-Date	%
Discretionary Infrastructure Surtax	\$ 686,390	\$ 368,587	53.70%
State/Federal Grants	\$ 1,457,113	\$ 513,909	35.27%
Transfers In	\$ 111,592	\$ -	0.00%
Total Revenues	\$ 2,255,095	\$ 882,496	39.13%
Capital Outlay	\$ 761,997	\$ 395,476	51.90%
Debt Service	\$ 371,114	\$ 333,165	89.77%
Grant Matches	\$ 1,013,635	\$ 1,354,664	133.64%
Transfers	\$ 168,999	\$ 84,499	50.00%
Total Expenses	\$ 2,315,745	\$ 2,167,804	93.61%



*Agenda
Item*

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

REQUEST FOR COMMUNITY WATER FLUORIDATION - Johnny Johnson, Jr., DMD, MS, Co-Chair, Fluoridation Action Team, Oral Health Florida; speaking at the request of Dr. Eric Jump and Mary Garcia, and on behalf of the Florida Dental Association, Oral Health Florida's Fluoridation Action Team, and as a private practice pediatric dentist; and Steve Chapman, DDS, Orthodontist

Note: Dr. Johnson will be allowed a three-minute presentation, followed by a three-minute presentation by a representative of those opposed to fluoridation. Public Comment will follow, which will be limited to one minute per speaker.

SUMMARY:

This is a request to resume fluoridation of the city's water, which was made by and on behalf of the named entities.

This request first came before the Commission on February 26 for discussion and action. Due to the amount of public interest, a public workshop was held on April 23, during which the requesters and others, both pro and con, were provided with an opportunity to speak. Minutes of those meetings follow this Summary.

RECOMMENDED ACTION:

Dr. Johnson requested this item be scheduled for official action at the May 14th Commission Meeting.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance, historical correspondence from 2011 and minutes from February 26, 2015 Commission Meeting	Attachment
<input type="checkbox"/> DRAFT MINUTES - 4/23/15 Fluoridation Workshop	Attachment
<input type="checkbox"/> Dr. Johnson's post-workshop correspondence	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 2:06 PM
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 4:45 PM
City Manager	Bush, Allen	Approved	4/29/2015 - 3:15 PM
Finance	Reynolds, Mall	Approved	4/30/2015 - 10:37 AM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:07 PM

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

ORDINANCE NO. 11 - 06

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REPEALING AND RESCINDING ORDINANCE No. 62-6, WHICH REQUIRED AND DIRECTED THE CITY WATER DEPARTMENT TO INJECT SODIUM FLOURIDE INTO THE CITY WATER SYSTEM; PROVIDING FOR THE RENUMBERING OF CHAPTER 86, ARTICLE II ACCORDINGLY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Palatka, Florida, is authorized by Chapter 166, Florida Statutes, to adopt ordinances and resolutions necessary for the exercise of its powers to protect the health, safety, and general welfare of its citizens and to prescribe fines and penalties for the violations of ordinances in accordance with law, and

WHEREAS, on July 12, 1962, the City Commission of the City of Palatka, Florida, passed and adopted Ordinance No. 62-6 adding section a to the Municipal Code requiring and directing the Water Treatment Plant to inject Sodium Fluoride into the City water system at such times and in such amounts as the State of Florida may approve and direct; and

WHEREAS, the City of Palatka began injecting sodium fluoride into the City water system in accordance with Ordinance No. 62-6 and has continued to do so at a cost of approximately \$12,000.00 per year for maintenance and operation of the System; and

WHEREAS, based upon recent studies it has been shown that the cost of fluoridating the water supply outweighs the potential benefits; and

WHEREAS, the Environmental Protection Agency (EPA) has recently recommended utilities that fluoridate their drinking water decrease the level of fluoridation from 1.0 parts per million gallons of water (ppm) to .08 ppm; and

WHEREAS, the City's source water has a natural fluoride content of approximately .02 ppm, which is already one quarter of the EPA recommended dosage, and other sources of fluoride such as toothpaste, processed foods and beverages are available to the public; and

WHEREAS, the State of Florida does not require the fluoridation of drinking water.

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

Section I. That Ordinance No. 62-6, adopted by the City of Palatka City Commission on July 12, 1962, requiring and directing the Palatka Water Treatment Plant to inject Sodium Fluoride into the City Water System, is hereby rescinded, repealed and revoked in its entirety, along with all authorizations empowered by its adoption and enactment.

Section II. That Section 86-37 of the Palatka Municipal Code, entitled Fluoridation of Water Supply, be hereby deleted in its entirety, and all subsequent sections

of Chapter 86, Article II, Division I be renumbered accordingly to accommodate the removal of this section, if necessary.

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

Section IV. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

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

Section VI. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on second reading this 14th day of April, 2011.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

320 North Moody Rd.
Palatka, FL 32177
Tel. (386) 329-0144
Fax (386) 329-0106

City of Palatka
R. C. Willis Water Plant

To: Mike Czymbor, City Manager

From: Melvin Register, Water Plant Superintendent

Date: January 6, 2015

RE: Water Fluoridation

In July 1962, The City passed an amendment to Ordinance No. 62-6 adding section 25-17 requiring and directing the Water Plant to inject Sodium Fluoride into the City Water System. The Ordinance was updated in 1981 and 1986. The wording of the ordinance stated that the water department of the city shall, in accordance with the plans and specifications as prepared by the city's engineers, copies of which are on file in the office of the city clerk, install fluoride equipment and shall inject sodium fluoride into the water system of the city at such times and in such amounts and on such basis as the state may, from time to time, approve and direct.

Water Plant personnel began fluoridation of the City water supply and continued until the fluoridation equipment failed. It is unknown exactly when the process was stopped. The City's water supply remained without fluoride until 1997 when the City received a grant from the Florida Department of Health to install new equipment and fund operation of the system for two years. After that the City assumed the cost, approximately \$12,000.00 per year, of maintaining and operating the fluoride system.

More recently, there have been questions as to the health benefit provided by Drinking Water Fluoridation and its overall health effects. There have been studies that show children under the age of ten (10) receive the most benefit from fluoridation and that benefit decreases with age. There have also been studies that show fluoridation may contribute to the loss of calcium in the bones and cause the mottling of the teeth over time. The U.S. EPA recently recommended that utilities that fluoridate their drinking water decrease the level of fluoridation from 1.0 ppm to 0.8 ppm.

The level of fluoridation is determined by the average daily temperature in the area of the treatment facility. This is because fluoride is cumulative in the body. The theory is that people in warmer areas will drink more water, therefore you don't need to fluoridate at a higher level for people to get the appropriate fluoride dosage. Conversely, water in cooler areas would need to be dosed at a higher level because people drink less water in cooler climates.

The source water that the City uses has a natural fluoride content of approximately 0.15 to 0.2 ppm, which is already one quarter of the recommended dosage. There are other sources of fluoride as well (i.e. toothpaste, processed foods and beverages).

Over the years, we received numerous inquiries about fluoridation and the effects that it can have on the body. People expressed concern over the necessity for fluoridation, whether the benefits outweigh the risks, and especially for more elderly consumers, about the effects it is having on their health. Also, there was public concern over whether it was the right of the government to require the addition of chemicals to the water supply that are not necessary for water treatment. Many see it as medication without consent.

In light of these concerns and in view of the fact that the State of Florida does not require the fluoridation of drinking water, the City Commission voted to adopted a new ordinance which repealed the original Fluoridation Ordinance.

There are organizations that promote water fluoridation and government agencies that provide funding as I described earlier. Since the City has already benefitted from this program, I don't know if we would qualify for any further funding.

320 North Moody Rd.
Palatka, FL 32177
Tel. (386) 329-0144
Fax (386) 329-0106

City of Palatka
R. C. Willis Water Plant

To: Betsy Driggers, City Clerk
From: Melvin Register, Water Plant Superintendent
Date: February 28, 2011
RE: Water Fluoridation Ordinance

In July 1962, The City passed an amendment to Ordinance No. 62-6 adding section 25-17 requiring and directing the Water Plant to inject Sodium Fluoride into the City Water System. The Ordinance was updated in 1981 and 1986. It is currently written as Chapter 86 Article II Division I Section 86-37 of the Municipal Code of the City of Palatka. The wording of the ordinance states that the water department of the city shall, in accordance with the plans and specifications as prepared by the city's engineers, copies of which are on file in the office of the city clerk, install fluoride equipment and shall inject sodium fluoride into the water system of the city at such times and in such amounts and on such basis as the state may, from time to time, approve and direct.

Water Plant personnel began fluoridation of the City water supply and continued until the fluoridation equipment failed. It is unknown exactly when the process was stopped. The City's water supply remained without fluoride until 1997 when the City received a grant from the Florida Department of Health to install new equipment and fund operation of the system for two years. After that the City assumed the cost, approximately \$12,000.00 per year, of maintaining and operating the fluoride system.

More recently, there have been questions as to the health benefit provided by Drinking Water Fluoridation and its overall health effects. There have been studies that show children under the age of ten (10) receive the most benefit from fluoridation and that benefit decreases with age. There have also been studies that show fluoridation may contribute to the loss of calcium in the bones and cause the mottling of the teeth over time. The U.S. EPA recently recommended that utilities that fluoridate their drinking water decrease the level of fluoridation from 1.0 ppm to 0.8 ppm.

The level of fluoridation is determined by the average daily temperature in the area of the treatment facility. This is because fluoride is cumulative in the body. The theory is that people in warmer areas will drink more water, therefore you don't need to fluoridate at a higher level for people to get the appropriate fluoride dosage. Conversely, water in cooler areas would need to be dosed at a higher level because people drink less water in cooler climates.

Over the last several years, I have received numerous inquiries about fluoridation and the effects that it can have on the body. People have expressed concern over the necessity for fluoridation, whether the benefits outweigh the risks, and especially for more elderly consumers, about the effects it is having on their health.

The source water that the City uses has a natural fluoride content of approximately 0.2 ppm, which is already one quarter of the recommended dosage. There are other sources of fluoride as well (i.e. toothpaste, processed foods and beverages). Because of this, I believe that the City should seriously reconsider the addition of fluoride to the drinking water.

In light of these concerns and in view of the fact that the State of Florida does not require the fluoridation of drinking water, I would like to propose that the City Commission adopt an ordinance that would repeal the current ordinance which requires the Water Treatment Plant to fluoridate the drinking water.

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.
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.

Ben Piltz
Florida D.E.P.
Potable Water Section
7825 Baymeadows Way, Suite B200
Jacksonville, FL 32256

April 19, 2011

RE: Water Fluoridation

Dear Ben,

Please find enclosed a copy of City of Palatka Ordinance No. 11-06 which rescinds and repeals a previous ordinance requiring the Palatka Water Treatment System to add fluoride to its public water supply. Although it has been some time since we have actually added fluoride, this ordinance serves as notice that the City of Palatka will no longer be participating in the Florida Department of Health Public Health Dental Program. Consequently we will no longer file Monthly Operating Reports to the Department of Health.

If you have comments or questions, please contact me at (386) 329-0144 or by email mregister@palatka-fl.gov.

Best regards,

Melvin L. Register Jr.
Superintendent
R.C. Willis Water Plant

cc: Sean Isaac, Florida DOH
David Flowers, Putnam County Health Dept.

Excerpt from the Adopted Minutes of the Palatka City Commission Meeting held on 2/26/15 regarding a request for Community Water Fluoridation:

5. **REQUEST FOR COMMUNITY WATER FLUORIDATION** – Eric Jump, DO, Pediatrician; Johnny Johnson, Jr., DMD, MS, Co-Chair, Fluoridation Action Team, Oral Health Florida; and Steve Chapman, DDS, Orthodontist – Mayor Hill said the Commission is not prepared to make a decision on this tonight. A workshop should be scheduled to properly address this issue.

Dr. Eric Jump, 126 Timber Lane, was present to speak in support of community fluoridation as a pediatrician serving the community for 30 years. He has witnessed an epidemic of rotten teeth which is the result of no core preventative dental health. The safest way to prevent cavities is community fluoridation. The City ended community fluoridation in 2011, at which time not one public health official or dentist was consulted. Fluoridation is valuable for all citizens but especially for poor citizens. They need to put children at the top of the list. He urges the Commission to vote to fluoridate the community water supply.

Steve Chapman, DDS, 499 East River Road, said when looking at fluoridation from a scientific view, fluoridation causes no harm. You cannot find another university study that states fluoridation will harm children. He gives his children a 1 milligram fluoride tablet per day. For every dollar you put into fluoridation, you get back \$38 in dental care. This makes good economic sense. From a humanistic point, children have no representation; children don't get dental care until they are hurting. Fluoridation is correct scientifically and financially correct.

Commissioner Norwood moved to table the item to schedule a workshop on the matter. Commissioner Campbell seconded the motion, which passed unopposed.

Jan Pettit, 418 Emmett Street, said when she moved to Palatka into her family home she bought a reverse osmosis system to remove the City's fluoride from the water. She read a statement from Dr. John Lee, a Harvard Professor, who states that after having extensively researched the subject for the past 30 years, he finds no study exists that presents any proof of any significant dental benefits from fluoridation, and other studies are so flawed they should be ignored. Studies show that fluoridation causes dental problems. No studies show any cost savings by fluoridation; this has been researched by the Rand Corporation, which shows the claims made by the fluoridation industry are simply not warranted. Studies have all confirmed that bone cancer is correlated to fluoride intake by young males. There is no study that refutes this. Another study found that children drinking fluoridated water have more cavities than those in non-fluoridated communities. Vitamin C will stop toothaches. She uses a

method of mixing Xylitol with yogurt and puts it on her teeth and brushes her teeth with it. She was diagnosed with two cavities that disappeared after a few weeks of using the mixture.

Johnny Johnson, Pediatric Dentist, Palm Harbor, Florida, said scheduling a workshop will mean another trip for him to come back from Pinellas County. In 30 years of dental practice treating children, he sees a lot of need. Florida has grant money available for refitting and start-up for fluoridation for up to two years. He provided the forms for the city's use. Commissioner Norwood said the City has already used that grant in the past. Mr. Johnson said they can qualify for the grant again. There was consensus to hold the workshop by April.

Draft

**MINUTES
CITY OF PALATKA WORKSHOP MEETING**

April 23, 2015; 5:30 p.m.

Proceedings of a called workshop meeting of the City Commission of the City of Palatka, Florida, held on the 23rd day of April, 2015.

PRESENT: Mayor Terrill L. Hill
Commissioner Rufus Borom
Commissioner Justin Campbell
Commissioner James Norwood, Jr.

ABSENT: Commissioner Mary Lawson Brown

Also Present: Interim City Manager Allen R. Bush; City Attorney Donald E. Holmes; City Clerk Betsy Jordan Driggers; Finance Director Matt Reynolds; Interim Police Chief James Griffith; Fire Chief Mike Lambert; Water Treatment Plant Superintendent Melvin Register

CALL TO ORDER/Reading of Workshop Meeting Call – Mayor Hill called the meeting to order at 4:00 p.m. and read the following meeting call, which was issued on March 24, 2015:

**TO COMMISSIONERS: MARY LAWSON BROWN, RUFUS BOROM,
JUSTIN CAMPBELL AND JAMES NORWOOD, Jr.:**

You are hereby notified that a Workshop Meeting is hereby called to be held on Thursday, April 23, 2015, commencing at 4:00 p.m. This called workshop will be held at the regular meeting place of the Palatka City Commission at Commission Chambers, 201 N. 2nd Street, Palatka.

The purpose of the Workshop is to discuss a request for community water fluoridation.

/s/ Terrill L. Hill
Terrill L. Hill, MAYOR

The following Commissioners acknowledged receipt of a copy of the foregoing notice of a workshop meeting on the 24th day of March, 2015.

/s/ Mary Lawson Brown
COMMISSIONER

/s/ Justin Campbell
COMMISSIONER

/s/ James Norwood, Jr.
COMMISSIONER

/s/ Rufus Borom
COMMISSIONER

INVOCATION & PLEDGE OF ALLEGIANCE – Commissioner Borom

2. **WORKSHOP TOPIC – Request to Fluoridate Community Water Supply - Johnny Johnson, Jr., DMD, MS, Co-Chair, Fluoridation Action Team, Oral Health Florida; speaking at the request of Dr. Eric Jump and Mary Garcia, and on behalf of the Florida Dental Association, Oral Health Florida's Fluoridation Action Team, and as a private practice pediatric dentist; and Steve Chapman, DDS, Orthodontist – Dr. Johnson said he is a pediatric dentist from Pinellas County. He got involved in community fluoridation when their local Commission voted to stop fluoridating his community's water. Fluoridation is a prudent and safe mineral and there is no good basis in science to stop putting this in the water. Water fluoridation has been in the US for over 70 years. He speaks for the Florida Dental Association and its 7,000 members, and the Fluoridation Action Team. Cavities are a communicable disease and are spread from one person to the other. Cavities lead to a host of problems including school absences and adult attendance issues at work. It costs a lot of money to fix cavities and they can be life threatening. They are disproportionately distributed amongst the poor, who have no or little means to get regular dental care. Over 44% of Palatka residents live in poverty. In 2012 over \$400,000 was spent in hospital emergency room visits by Palatka residents on dental-related issues. This was not for dental treatment, but for antibiotics and pain pills. Mr. Johnson related an instance wherein a young man of 12 died from a cavity in a molar which became infected, saying kids and adults can die quickly.**

Mr. Johnson said community water fluoridation reduces cavities by 25% above and beyond those using fluoridated toothpaste. It is safe and effective and provides huge cost savings, and reduces human pain and suffering. Everyone can drink fluoridated water without a single adverse health affect being shown in 70 years of fluoridated water. He knows people believe there are issues with it, but credible science does not bear that out. All people have to do is drink fluoridated water to get a 25% drop in cavities. Adults experience more benefits than children. For every dollar that is spent in water fluoridation, it creates a savings of \$38 per year in emergency dental treatment. Fluoridation will cost \$1.15 per person per year for citizens in Palatka. No widely respected health organization in the world opposes fluoridation. Every Surgeon General has endorsed it as safe and healthy to the body. When they start water fluoridation they will see a drop in cavities. When they stop fluoridation they will see an increase in cavities. A blue ribbon panel established by Congress evaluated information on water fluoridation. Recommendations reaffirmed community water fluoridation based upon strong evidence in effectiveness in reducing cavities across populations. There is no evidence that fluoridation causes severe fluorosis. Severe fluorosis does not occur in the US from fluoridated water. The National Academies said there are no health effects from fluoride in water at 2 mg/l. There are no health issues, except for the possibility of white lines, or mild dental fluorosis, on the teeth, which makes them more resistant to cavities. The choice is tooth decay or mild dental fluorosis. Water fluoridation is safe and effective and the most effective means used to reach everyone in the community. It benefits all members of the community. It offers a great return on investment at a cost of \$1.15 per person per year. It is recommended by the Task Force on Preventive Services as well as other medical professional associations. He asks the Commission to return water fluoridation to the community.

Mr. Johnson said he distributed applications for community water assistance from FDEP which covers fluoridation equipment. All of the City's water fluoridation equipment is gone. Mr. Isaacs with FDEP said the State will treat it as a start-up program, for which money is available for the equipment and for the additive for up to two years. This money is available starting in October.

Commissioner Norwood asked, after two years, what happens. Mr. Johnson said the community will be paying for the cost of fluoridation. They arrived at the \$1.15 cost based upon the number

Draft

of citizens divided by \$12,000 per year. This does not take into consideration the cost of maintenance of fluoridation equipment.

Dr. R. Baughman said he is a native of Palatka. He is a professor in the field of pathology and has a dental degree. He specializes in head and neck pathology. He stated he circulated information on fluorodosis (not filed). He has lectured for many years on all types of world diseases. Diseases of the oral cavity can affect all organs of the body. Fluoriditis has been studied since 1901. In 1931 the company that was doing bauxite mining hired a chemist to look at why people in the community were getting brown spots on their teeth. The chemist found the water supply had excessive fluoride, which was causing the fluoridosis. Any chemical in excess is detrimental but when used in balance, they are very beneficial. Putnam is a poor county and many children are underserved for medical issues. Fluoridation can benefit children. It is not detrimental to health when used in the proper amount. It is beneficial to the populous. Science backs this up. Quality research has been done on this matter, which has been published in referee journals. In 1999 the CDC designated fluoridation as one of the 10 greatest public health achievements of the past century. He hopes they will look at this from a scientific viewpoint and not an emotional one.

Mayor Hill asked what they do when they find studies that fall just outside of the reliability standards. Mr. Baughman said as to studies in health, nothing is perfect, but the tremendous amount of data substantiates that this is a safe, beneficial practice. Mayor Hill asked if they give value to the data when they are outside of that standard. Mr. Baughman said all the research all tilts in one direction, which outweighs the other.

Mayor Hill asked what happens to the people who don't want fluoride in their water. Mr. Baughman said most bottled water and soft drinks contain fluoride. If citizens don't want fluoride in their water they can purchase bottled water. Children will get the benefit of fluoride when they are in school and most of the children in the County go to school in Palatka.

Mr. Johnson said as to removal of fluoride, a water utility's sole purpose is to deliver water to your tap. If you don't want it in your water, and it already occurs naturally in water, if it is adjusted to 0.7, the customer can buy a reverse osmosis filter which removes 87% of the fluoride in the water to a level that would be lower than what naturally occurs in the water.

Mary Garcia, Putnam County Health Department Administrator, said at the last meeting she asked the director of the Oral Division of Health for the CDC to put together a document discussing the evidence and data on the benefits of community water fluoridation. She shared Dr. Armstrong's policy statement on community water fluoridation, which shows that cities have embraced the concept of fluoridation in Florida. The CDC states it is one of the benefits recommended for controlling dental decay. There is overwhelming support from health care communities as the most economic means of controlling major dental problems in children.

Mayor Hill asked if the health department collected data on children's dental health before Palatka stopped fluoridating its water. She said they started a program in 2010 as this was becoming an issue in children. These programs are expensive. They have started with 2nd graders and have already seen children with deep abscesses. Dental pain accounts for many school absences. The program is a school based sealant program where the children get topical fluoride treatment and then they seal their molars, which helps delay cavities. If they need dental services they can refer for those. This is a brand new program begun in connection with the School Board in one school. They have a dental clinic in the school one day per week at no charge, or for whatever dental insurance will pay. Through this program they can see a large volume of kids. They are targeting 2nd graders and 6th graders, as they receive the most benefit through sealants.

Draft

Commissioner Norwood said, as to abscesses, if fluoride is in the water, will this stop abscesses in children? Mrs. Garcia said part of prevention is eating healthier as well and having better behaviors and improving economics. The fluoride seems to be protective and acts as a cavity barrier. Mr. Baughman said the fluoride reduces the chances of getting abscesses, but does not eliminate the chances.

Dr. Eric Jump, DO, area Pediatrician, said dental cavities are one of the most chronic diseases in children. He has witnessed a horrific rise in tooth decay in needy children. The result of dental decay is a decrease in the quality of their lives and increases instance of disease. It is a given that children that should be at the top of our list and we should take care of their health. Children with painful, rotten teeth find it difficult to participate in school, sports and later on, in job searches. All reputable organizations report and continue to report the flaws in anti-fluoridation studies, which are based on conspiracy theories and other influences. A former commission voted to rescind the ordinance in place for community fluoridation. Not one public health representative was brought in at that meeting for consultation. It is not good to discount or ignore a community's health resources. The Commission only heard from one side. The decision was railroaded through by only one side. Many distractions will be presented to take them off-topic. He urges the commission to reinstate community fluoridation. The poor and most vulnerable will reap the most benefit.

3. OTHER PRESENTATIONS on behalf of citizens opposed to the request for fluoridation:

Jan Pettit, 418 Emmett Street on behalf of herself and others – Ms. Pettit said if the Commission wants copies of peer reviewed studies, if they will make note of the studies she will provide copies. She was very disappointed when she moved here and found Palatka fluoridating its water. She is a mother, former teacher and former Peace Corps volunteer. In her work with the Peace Corps, she never saw a child with a toothache (from the country she worked in outside the US). They didn't eat sugar or drink soft drinks. Cavities are rampant in the US, especially in African American children. If she thought fluoridation would stop tooth decay she would be on their side, but she does not believe it to be so. Fluoride doesn't work. Based on two Harvard studies, fluoride is detrimental to older women as it causes bones to be more brittle.

Ms. Pettit narrated a Power Point presentation. Her grandson Max was born with a genetic disease which she believes is caused by over-fluoridation. She looked on the internet to see how prevalent this disease is. It is more and more prevalent each year. No one on either side of her family had this disease. It came from something in the environment. He is now 11; since his birth the instance of children being born with this disease has increased from 1 in 300,000 to one in 3,000. As he matures he will develop small tumors on the end of his nerves. She showed a photo of twins, one with the disease and one without. The bumps can cause blindness and paralysis. They come on with puberty. When Max's baby teeth erupted they were black with severe dental fluorosis. They are strong, but like glass, break easily. They spent thousands of dollars having them all capped. Another of her grandchildren had his teeth erupt stained black, also with severe dental fluorosis. She believes this was all caused by community water fluoridation. Information she gleaned from the Internet says the bumps are created by protein cells that don't function normally. Protein forms particularly strong bonds with calcium and hydrogen. Fluoride is a halogen, along with chlorine and iodine. All protein is strings of beads held together by hydrogen atoms. DNA is also a protein of the double helix, also held in place with hydrogen bonding. Fluoride is a protein disturber, and it can cause birth defects. Written studies show instances of Down's syndrome is 30% higher in fluoridated areas. In fluoridated communities it is occurring in high numbers of births to women under 30.

Ms. Pettit said in over 90% of the cities fluoridating water, the fluoride is compounded with silicone, which is rated as extremely toxic. Sodium fluoride in toothpaste is very toxic; this is why

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the label says if it is swallowed you should call poison control. All water has some fluoride, but it is naturally occurring calcium fluoride and less than 2% is absorbed into the body. As to the fluoride used in fluoridation, over 40% of it is absorbed. It is not the same. Calcium fluoride is eliminated through the bowels; the other is absorbed into the system. She referred to a slide concerning a study done by Dr. Roger Masters of Dartmouth showing if a child has high levels of lead in his/her system at age 7, he/she is apt to take part in violent crime as an adult. He obtained blood fluoride levels of children in 400 counties. In counties where fluoride was used, lead absorption was also higher. He determined fluoridated water causes absorption of lead in the brain and these communities create more violent criminals. All of her studies, some from the CDC, state none of their studies state fluoride is safe and effective. A book called "The Greatest Fraud: Fluoridation" was written by Dr. Phillip Sutton, a prominent Australian dentist. He collected all of the studies claimed by the fluoride industry stating that fluoride prevents tooth decay. He found none of them were double-blinded and none pass scientific scrutiny.

Mrs. Pettit said fluoride is called a protective medicine. Consumers must give their consent to be medicated. There is no study that states it is effective. She has offered a reward of thousands of dollars, which is still available, to anyone who can produce a study that states fluoridation is safe. No one has claimed the reward, which is still available. She showed slides of line graphs produced during a physician's study showing that fluoride causes more human cancer deaths, and causes them faster, than any other source. A study that looked at instances after fluoridation begins shows the instance of cancer rises dramatically. They studied 20 cities with the same rate of cancer deaths, but when fluoridation begins, the lines split and instances increased in those fluoridated communities. This data was obtained from government records. Fourteen Nobel Prize winners in medicine and chemistry have expressed opposition to fluoridation. The Pasteur and Nobel institutes recommend against fluoridation. Europe is mostly un-fluoridated. A large study was done on communities by the Fluoride industry which was never published because it shows that fluoridation causes cavities and tooth decay. In 1997 the University of Arizona did a study that shows that the more fluoride a child drinks, the more cavities they have. Cavities are at epidemic levels in communities where the water is fluoridated. Research shows that fluoridation claims of benefit are fraudulent.

Other studies from around the world were shown. Mrs. Pettit said economic levels are a better predictor of dental issues than fluoridation. All processed foods and soft drinks, produce and beer and wine are laced with fluoride, and especially vegetables, due to the pesticides. A coke and a glass of orange juice exceed the optimum fluoride levels. Fluoride is found to erode pipes. Fluoride corrodes everything. The City's building that housed the fluoride equipment is completely corroded. It's an unnecessary expense for cities. School children's tooth decay was reduced by 90% by giving them xyletol gum and mints. It is a natural tooth decay barrier. Fluoridation was never about protecting children's teeth. Florida produces 70% of all of the fluoride chemical in the US in Bartow. They have fertilizer companies there. It is a byproduct of phosphate mining. The EPA stopped them from mining because it was killing the cattle and orange trees. The fluoride is a by-product of cleaning the phosphate. If they can't sell it to cities, there is no place they can put it. The EPA won't allow them to dump it in any water system, including the ocean. It is so reactive it will eat through metal and glass and plastic. It is also radioactive. When you take in fluoride, 50 – 60 percent stays in your body. It will cost around \$60 - \$80 thousand to dump it, so selling it to cities will turn them a profit. They pay dentists to promote fluoridation. Dentists make more money in fluoridated areas than they do in non-fluoridated areas. A doctor in Canada who teaches at the largest dental school in Canada told her he spends more time dealing with fluoridated teeth than fixing cavities. He used to promote fluoridation but now he fights fluoridation. Ten years ago he issued an apology to his students and faculty for unintentionally misleading them on the safety of fluoride, as it is, in his opinion, quite toxic. A class action suit filed against cities for fluoridating their water supply is just waiting to happen. This doctor said cities have been dumping this toxic byproduct into water supplies

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and exposing innocent, unsuspecting people to many toxic carcinogens. The affect on health is catastrophic. A study was done on hip replacements and found those patients have double the fluoride in their bones compared to areas that aren't fluoridated. This area is fraught with fraud.

She spoke of a doctor that was a top toxicologist who used a very sophisticated system to test the results of fluoride on rats. The mother rat gestated it and it affected brain development in the mother and babies. When given to baby rats, the affect was even greater. This doctor published her results and was blackballed by the ADA and now cannot get a grant. Her studies show fluoridation is "dumbing down children." The CDC has now stated that 41% of young teenagers in the country have fluoridoses, 60% of white children, 80% of black children. Andrew Young, a former Mayor of Atlanta and very prestigious civil rights leader, is trying to get fluoride out of Georgia. He is a leading opponent of fluoridation.

Mrs. Pettit said John Flaherty, a Supreme Court Justice in Pennsylvania, states the evidence is quite convincing that sodium fluoride at 1 part per million is extremely detrimental to the health of the public. He took 2,800 pages of testimony before he came to that conclusion.

Mayor Hill asked how she responds to the Surgeon General's endorsement and CDC endorsements of fluoridation. Ms. Pettit said educated people seem to accept the rhetoric from the Surgeon General and CDC. Pro fluoride people aren't looking for any evidence to the contrary. He asked her if they should disregard all the data. She said yes, because there is something going on behind the scenes. Working people oppose it.

Commissioner Norwood asked if she is associating Downs Syndrome with fluoride; she said studies associate the increased incidents of Downs Syndrome births in fluoridated communities and especially in young mothers. This also applies to cancer; not all cancer is caused by fluoride, but the increase in cases of cancers in fluoridated communities is documented.

4. PUBLIC COMMENT

Jeff Jacobs, 418 Emmett Street, spoke in opposition to fluoridation, and noted Andrew Young's strong objection to fluoridation. He cited Georgia as being a 97% fluoridated state, with 61% of children with cavities among lower income and 51% of children with cavities among higher income groups. They are doing what they can to get the legislature to rescind the mandatory fluoridation law there. He provided other statistics on subpopulations that are especially vulnerable to harm by ingesting fluorides. He has deepest concern with poor families who cannot afford unfluoridated water for formula mixing. The ADA in 1986 said women with babies under 1 year old should not be using fluoridated water to mix formula. He asked if they are going to fund removal of fluoride and notify every woman with a baby under one year old that she should be using unfluoridated water for formula, and asked who is going to supply these families with unfluoridated water.

Robert Blye, 116 Sand Lake Drive, distributed a letter stating the Fluoride Industry has have been efficient in convincing communities to fluoridate water by using high profile respected officials. They provide them with instructions on how to handle convincing commissions to fluoridate water supplies. It noted 3 out of 4 fluoridation referendums fail. He noted that the WTP Superintendent has noted the chemical causes corrosion. This is commercial grade waste product; this is not what you find in toothpaste. It is a strong enough acid to eat through anything it comes in contact with. Cities with fluoridation have pipes corroded from fluoridation.

Lacy Motley, owner of Magnolia Café, St. Johns Avenue, said she serves over 3,500 people per year at her café. She does not want to become a pharmacist dispensing medication through preparing meals with fluoridated water. She distributed information from countries with fluoridated water showing there is no difference in cavities in countries with fluoridated water as

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compared to non-fluoridated water. She also pulled up information on a study done in Portland showing two different counties, one fluoridated and one not fluoridated, and there was less tooth decay and cavities in the country that was not fluoridated. She asked why would they medicate 100% of the population over something that affects 20% of the population? If the cost for corrosion is \$7,000 per year in repairs, the City can take that same money and put it towards prevention for dental health. If children are having issues with tooth decay, there are programs in place for that. Medicaid covers prescriptions for children in low income areas and they can get prescriptions for fluoride.

Allegra Kitchens, 1027 S. 12th Street, Palatka said in reading from Dr. Johnson' information, in the overview on infant formula, it describes the process for creating sodium fluoride, which comes from FSA. Again in Dr. Johnson's information, under a government report, there is a suggestion that incidents in bone fractures occur in higher numbers with higher levels of fluoride. Toxicity of fluoride is unresolved despite numerous studies. Their policy recommendation states the US Public Health Service should sponsor a conference to recommend levels of fluoride from all sources combined. She is 100% against adding this type of fluoride to the water.

Geri Melosh, 400 Olive Street, spoke as principal of Children's Reading Center Charter School, and said she cannot educate children when they aren't there. In looking at reasons for absences, there has been a higher incidence of kids having to go to the dentist in the past three years. She believes fluoridation decreases the level of cavities in children. Cavities cause children to miss school. They need to look to expert research in making this decision. They should listen to dentists and pediatricians. She is in support of fluoridation.

Dr. Steve Beckett said he's been practicing dentistry for 40 years. As to the elderly, they see folks who have to take a lot of medication. They have a dry mouth and need more fluoride to fight tooth decay. Oral cancer and radiation create a reduced amount of saliva which cannot wash away the things that cause tooth decay. It is proven science that fluoride prevents tooth decay; these people put fluoride in trays and put the trays in their mouths.

Kathy Jorgensen, 229 Katie Avenue, Interlachen, Putnam County School District Chairman, said the Putnam County School Board voted to approve a resolution on February 17 endorsing fluoridation in Palatka's water system, which she read aloud (filed).

5. COMMISSION DISCUSSION

Melvin Register, Palatka Water Treatment Plant Superintendent, was called to the front.

Commissioner Norwood asked as to the affect of fluoride on the water system. Mr. Register said fluoride has the same effect as chlorine. The original fluoride was sodium fluoride. In the end they were using the chemical described by Mrs. Pettit. It is a dangerous chemical and is a danger to employees. It breaks down their equipment. This is the industry-recommended chemical. Some people still use sodium fluoride, which is a side product of the aluminum industry. Now the phosphate industry has a glut of this other type of fluoride which they have to get rid of. Fluoride is a topical treatment; it goes on your teeth. You aren't supposed to ingest it. It accumulates in the body. One of the side effects is that it keeps your body from using Vitamin D, which allows bones to absorb calcium. It keeps your bones from using Vitamin D. Water contains naturally-produced fluoride, which is naturally flushed out through your body. This other fluoride stays in your body. Commissioner Norwood said the PH level in fluoride is very high and very toxic.

As to fluoride infusion, Mr. Register said they began re-infusing fluoride in 1997. The equipment broke down in 2004 and it wasn't used again until 2009. They stopped using it after a year due to the breakdowns it was causing in the equipment. Ceasing fluoridation was a way to save

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money. The American Water Works Association and Florida Rural Water Association don't have a legal or technical stance on fluoridation. They will give you the studies they have on it and allow you to make your own decision. Their studies say the greatest affect fluoride has is in children under 10. Mr. Holmes asked if there are recommendations or safeguards or procedures the employees would have to utilize if the City was to go back to fluoridating the water supply. Mr. Register said you have to use protective clothing and masks and use a neutralizer. It is in liquid form kept in a bulk tank, pumped from a bulk tank into a day tank and then injected into the water every shift. They no longer have the equipment necessary to resume fluoridation.

6. **PUBLIC COMMENTS** on topics unrelated to Fluoridation - there were none unrelated to the Workshop Topic
7. **ADJOURN** – There being no further discussion, the workshop meeting was adjourned at 5:58 p.m. upon a motion by Commissioner Campbell.

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.

Draft

Betsy Driggers

Subject: FW: Confidence level used to determine to include or exclude studies

----- Forwarded message -----

From: Johnny Johnson <drjohnnyjohnson@gmail.com>

Date: Thu, May 7, 2015 at 5:28 PM

Subject: Confidence level used to determine to include or exclude studies

To: Terrill Hill <thill@palatka-fl.gov>

Cc: Mary Lawson-Brown <mbrown@palatka-fl.gov>, Justin Campbell <jcampbell@palatka-fl.gov>, Rufus Borom <rborom@palatka-fl.gov>, "James Norwood Jr." <jnorwood@palatka-fl.gov>, holmes@palatka-fl.gov, abush@palatka-fl.gov, Scott Tomar <stomar@dental.ufl.edu>, "Dr. Eric Jump D.O." <ejump@kidscarepediatricspa.com>, "Garcia, Mary L" <Marv.Garcia2@flhealth.gov>, Alexandra Abboud <aabboud@floridadental.org>, Joe Anne Hart <jahart@floridadental.org>, Rick Stevenson <dras@bellsouth.net>, Edward Zapert <edward.zapert@flhealth.gov>, "<Kris-Tena.Albers@flhealth.gov>" <Kris-Tena.Albers@flhealth.gov>, "<Donna.Solovan-Gleason@flhealth.gov>" <Donna.Solovan-Gleason@flhealth.gov>, "<Sean.Isaac@flhealth.gov>" <Sean.Isaac@flhealth.gov>

Dear Mayor Hill,

I wanted to follow-up with you on your question of about when a study is included or not included in the body of evidence in science. This includes the literature on community water fluoridation as well.

I consulted with Dr. Susan Griffin at the CDC and Dr. Scott Tomar at the University of Florida, College of Dentistry, in Gainesville, FL. My assumption was that you were asking about studies at the 95% confidence level (5 point rule) whether these studies would be included or not. His reply email is below to me:

May 5, 2015:

I'm not sure I totally understand the question. One interpretation of a p-value is that it is the probability of a type I error; i.e. the probability of rejecting the null hypothesis (and concluding there is a difference between groups) when in reality there is no difference between groups. There's nothing magical about $p=.05$; it's just a convention that goes back to the days when we relied on tables of p-values to help with statistical decision making. So, if a study finds a difference between two groups (say, mean DMFT in fluoridated vs. non-fluoridated communities) and determines that the observed difference in mean DMFT was "statistically significant" at $p=.05$, it can be interpreted as meaning that there is a 5% probability of observing that difference just due to chance, given the study design and sample size. The smaller the p-value, the lower the probability that observed differences were just due to chance.

So, is the question whether a study with a p-value of $>.05$ is included in the body of literature? Certainly! If we only published "statistically significant" findings, we'd have tremendous bias in our scientific literature. For example, say I ran 100 clinical trials for a new toothpaste. In 99 of those studies, we found no significant difference but one study found lower caries increment in the new toothpaste group compared with the control group. I rush to publish the one positive study, but bury the 99 negative studies in my desk drawer. That type of publication bias would lead an unsuspecting consumer to think this new toothpaste is efficacious when in fact the preponderance of evidence suggests it is not. (Industry-sponsored trials are frequently suspected of this type of publication bias, which is why it's important to disclose funding in publications. It's also why we have clinical trial registries). A much more desirable situation is when all trials of a new drug or device are published, both positive and negative. We can use techniques such as meta-analysis to statistically combine findings from comparable trials to give us a better sense of the preponderance of

evidence. As an example, the York review on fluoridation contains several meta-analyses. It is not uncommon that some individual studies showed no statistically significant difference (perhaps because they were under-powered due to small sample size) but meta-analysis reveals an overall effect.

Scott L. Tomar, DMD, MPH, DrPH
Professor & Interim Chair
University of Florida College of Dentistry
Dept. of Community Dentistry & Behavioral Science
Editor, *Journal of Evidence-Based Dental Practice*
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PO Box 103628
Gainesville, FL 32610-3628
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stomar@dental.ufl.edu

In his first sentence, Dr. Tomar was referring to my question of the 5 point rule for inclusion or exclusion. He wasn't sure that he was understanding what I was interpreting what I thought you were asking Dr. Baughman and the grandmother that spoke in opposition to fluoridation.

I hope that Dr. Tomar's explanation is what you were asking about. The overall findings of the studies is what credible science is based on. To not report on studies which don't agree with what we'd like them to have shown would be to bias the body of evidence. Strong peer review processes for publication of literature in widely recognized scientific journals exists to weed through good literature from that which does not live up to the scientific method.

I ask that you consider the credible scientific community of physicians, dentists, researchers, epidemiologists, and experts from every field who overwhelmingly recommend community water fluoridation as safe and effective for everyone to drink. Not a single credible scientific group in the world opposes community water fluoridation. Not one. Please bring back water fluoridation for your residents, especially those who need it the most, the poorest of the poor, and improve the overall and dental health of your children and adults.

Respectfully,

Johnny

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Johnny Johnson, Jr., DMD, MS
c: [727.409.1770](tel:727.409.1770)

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Johnny Johnson, Jr., DMD, MS
c: [727.409.1770](tel:727.409.1770)

Betsy Driggers

From: Johnny Johnson [drjohnnyjohnson@gmail.com]
Sent: Thursday, May 07, 2015 4:56 PM
To: Terill Hill; Mary Brown; Justin Campbell; Rufus Borom; James Norwood; Allen Bush; holmes@palatka-fl.gov
Cc: Betsy Driggers; Garcia, Mary L; Dr. Eric Jump D.O.; <Sean.Isaac@flhealth.gov>; <Donna.Solovan-Gleason@flhealth.gov>; Edward Zapert; <Kris-Tena.Albers@flhealth.gov>; Alexandra Abboud; Joe Anne Hart; Rick Stevenson
Subject: Fwd: A couple of questions
Attachments: 1. FDA Letter on Fluoride (Sept 2011).pdf

Dear Mayor Hill, Vice Mayor Lawson-Brown, Commissioners Campbell, Borom, and Norwood, City Manager Bush, and City Attorney Holmes,

I wanted to take this opportunity to follow-up on the testimony given by Water Superintendent Melvin Register at the Water Fluoridation Workshop on April 23, 2015.

Some specific questions were posed by the City Commissioners, as well as by the City Attorney, Mr. Holmes. Since I have not received a reply from Mr. Register to my email to him below, dated April 24, 2015, I would like to address the points in his testimony where his information differs from the facts. I have to assume Mr. Register was not intentionally giving errant information.

Mr. Registered stated the below facts. Clear references are given which show that his statements are not in fact based in science or the literature:

1. Fluoride is a carcinogen:

Fluoride is not a carcinogen:

"We are writing on behalf of the U.S. Food and Drug Administration (FDA or Agency) to inform you that we have determined that the available data do not support a conclusion that exposure to fluoride in FDA-regulated products causes cancer."(1 pdf attached below)
-Dept. of Health and Human Services, Food and Drug Administration, Sept. 6, 2011

2. Fluoridation interferes with Vitamin D absorption for our bones. This information was gotten by (Mr. Register) from the CDC's website:

I contacted the CDC with this question as I could not locate it on their website. Here is their response:

*"I have never seen that information on the CDC website and have no idea where he obtained his information.
Incidentally, several countries use milk fluoridation targeted to children. That would be a problem with milk if it were true.*

"

-Kip Duchon, National Fluoridation Engineer, U.S. Centers for Disease Control and Prevention, 4-24-15

"

We do not have anything related to CWF and Vitamin D on our website, and as Kip noted, certainly not true.

"

-Linda Orgain, U.S. Centers for Disease Control and Prevention, 4-24-15

3. When asked by City Attorney Holmes about the position of the governing bodies that the water operators belong to on community water fluoridation, Mr. Register stated that the American Water Works Association (AWWA) does not have a position.

This is not accurate. The following is quoted directly from the American Water Works Association's website. They fully support community water fluoridation:

Fluoridation of Public Water Supplies

The American Water Works Association (AWWA) supports the recommendations of the World Health Organization (WHO), American Medical Association (AMA), Canadian Medical Association (CMA), Centers for Disease Control (CDC), American Dental Association (ADA), Canadian Dental Association (CDA), and other professional organizations in the medical community, for the fluoridation of public water supplies as a public health benefit. AWWA supports the application of fluoride in a responsible, effective, and reliable manner that includes monitoring and control of fluoride levels mandated by provincial, state, and/or federal laws and that is subject to community acceptance through applicable local decision-making processes. AWWA is committed to regular reviews of the most current research on fluoride and the positions of the medical and dental communities.

<http://www.awwa.org/about-us/policy-statements/policy-statement/articleid/202/fluoridation-of-public-water-supplies.aspx>

4. Mr. Register was asked about handling the fluoride additive and does it require any special protective equipment. He said that the acid (Hydrofluorosilicic acid [HFA]) is a nasty acid, corrosive, and he must wear protective equipment. Further, HFA must be transferred from the main tank to a day tank every day.

Indeed, recommended personal protective wear is worn when HFA is handled. It is in fact, worn when handling other more hazardous additives as well like chlorine and caustic soda that the water operators use.

- A point of clarification on the transfer of the HFA must be made. From Mr. Register's description, he indicated that the additive must be transferred from the main tank to a holding tank every day. This is true, but it does not require handling the HFA at all. This transfer occurs through piping that connects the main tank to the day tank. A day tank

is a much smaller tank than the main tank, and

is used to place the expected amount of additive

that will

be

needed that

day, based on the gallons of water output that is usually pumped through the plant in a day. A direct feed from the main tank is not recommended in case there were to be an operator or equipment error which could result in more additive getting into the water than is needed.

- The point is that the water operators are providing a fantastic service to your community. They are helping to prevent cavities by 25% or greater

for

your families by adding fluoridation. Mr. Register told me that he is not in favor of fluoridation because he's received phone calls from residents against it, it is not required by the state to do it, and that it interferes with Vitamin D absorption

, and that he doesn't believe it works

- But he also added that he will do whatever the City Council directs him to do.

On behalf of your community, I urge you to consider the safety and effectiveness of community water fluoridation and to return it to your water system as soon as possible. The State Department of Health stands ready to assist you with the equipment and fluoridation additive needed to get your water plant up to standards.

Please do not hesitate to contact me with any questions that you may have.

Sincerely,

Johnny Johnson, Jr., DMD, MS
Pediatric Dentist-retired
Co-Chair Fluoridation Action Team, Oral Health Florida
Florida Dental Association's fluoridation spokesperson for Palatka and Putnam County

----- Forwarded message -----

F

From: Johnny Johnson <We do not have anything related to CWF and Vitamin D on our website, and as Kip noted, certainly not true.@gmail.com>
Date: Fri, Apr 24, 2015 at 2:16 PM
Subject: A couple of questions
To: Melvin Register <mregister@palatka-fl.gov>

Good Afternoon,

I had a couple of questions from our previous meeting at the water plant, as well as the meeting last night, that I wanted to ask you about.

The first one was where you said that fluoridation interferes with Vitamin D, or was it Calcium, in our bodies. You said that you'd gotten that from the CDC's website. I cannot for the life of me locate that information. Could you provide me with a link to the webpage, or copy the information and email it to me please? I would like to read it as I've not seen that before.

Secondly, I was trying to ask you about the chloromethane that you were speaking about last night that was a carcinogen that was formed in the city's water supply in the past. I understood you to say that when it mixed with hydrogen ions, that this compound was formed. Then you said that fluoride, also being a reactive halogen, could do the same thing and form a carcinogen. Did I hear you correctly? I tried to catch up with you after the meeting to ask you, but the crowd was too heavy.

I'd appreciate your taking the time to send me this information. I look forward to reading it and better understanding it.

Sincerely,

Johnny

--

Johnny Johnson, Jr., DMD, MS
c: 727.409.1770



DEPARTMENT OF HEALTH & HUMAN SERVICES

Food and Drug Administration
Silver Spring, MD 20993

SEP - 6 2011

Ms. Cynthia Oshita
Office of Environmental Health Hazard Assessment
Proposition 65 Implementation Program
P.O. Box 4010 - MS-19B
1001 I Street, 19th Floor
Sacramento, California 95812-4010

Re: Selection of Fluoride for Consideration for Listing by the Carcinogen Identification Committee

Dear Ms. Oshita:

This letter concerns the California Office of Environmental Health Hazard Assessment's (OEHHA) selection of fluoride and its salts for consideration for listing by the Carcinogen Identification Committee under California's "Safe Drinking Water and Toxic Enforcement Act of 1986" (also known as Proposition 65). If fluoride were listed as a carcinogen under Proposition 65, it is our understanding that, when sold in the State of California, a product containing fluoride would have to bear a "clear and reasonable" warning stating that it contains a chemical known to the state to cause cancer. The Proposition 65 "safe harbor" warning for products containing fluoride would state, "WARNING: This product contains a chemical known to the State of California to cause cancer" (hereinafter "Proposition 65 cancer warning").

We are writing on behalf of the U.S. Food and Drug Administration (FDA or Agency) to inform you that we have determined that the available data do not support a conclusion that exposure to fluoride in FDA-regulated products causes cancer. Accordingly, a Proposition 65 cancer warning on the labeling of FDA-regulated products containing fluoride, including dental products and bottled water, would misbrand these products in violation of the Federal Food, Drug, and Cosmetic Act (FD&C Act) and, therefore, would be preempted.

1. FDA's Regulation of Products Containing Fluoride
 - a. Dental Products

FDA regulates many products containing fluoride, including over-the-counter (OTC) fluoride dentifrices (gels, pastes, and powders) and treatment gels and rinses for the prevention of tooth decay. Based on a review of both human and animal toxicology data by an independent expert advisory panel, FDA concluded in 1995 that fluoride is a safe and effective OTC anticaries drug when used in products that are formulated and labeled in conformance with the anticaries final monograph set forth in 21 CFR part 355 (60 FR 52474, October 6, 1995). Section 355.10 states the permissible concentrations and dosage forms for each of the anticaries active ingredients covered under the monograph.

b. Bottled Water

FDA regulates bottled water as a food. FDA's bottled water quality standard at 21 CFR 165.110(b)(4)(ii) specifies the level of fluoride that may be contained in bottled water. Fluoride can occur naturally in source waters used for bottled water. It may also be added by a bottled water manufacturer. There are different allowable levels for water to which fluoride has been added and water to which fluoride has not been added, as well as different allowable levels for imported and domestic products. Fluoride may be added within the limitations established in 21 CFR 165.110(b)(4)(ii) because FDA recognized that water with added fluoride may provide a benefit to consumers (i.e., prevention of tooth decay) and because bottled water may be used by some consumers as an alternative to community drinking water (60 FR 57076 at 57079, November 13, 1995). FDA also permits the following health claim for reduced risk of dental caries on bottled water products that meet certain criteria: "Drinking fluoridated water may reduce the risk of [dental caries or tooth decay]."¹

2. The Available Data Do Not Warrant the Conclusion That Fluoride Is a Carcinogen

Under the Safe Drinking Water Act, the U.S. Environmental Protection Agency (EPA) determines maximum contaminant levels (MCLs) and maximum contaminant level goals (MCLGs) for contaminants in drinking water. An MCLG is the level of a contaminant in drinking water below which there is no known or expected risk to health.² EPA established the MCLG (4 mg/L) for fluoride based on non-cancer health effects (40 CFR 141.51(b)). In determining the MCLG for fluoride, EPA concluded that there was "not adequate information to conclude that fluoride presents a cancer risk to humans" (50 FR 47142, November 14, 1985).³

At the request of EPA, in 1993 and 2006, the National Research Council (NRC) of the National Academies of Science conducted comprehensive reviews of the available data on fluoride's health effects. The 1993 NRC Report reviewed the available epidemiologic studies on the relationship between fluoride in drinking water and human cancer, as well as animal carcinogenicity and genotoxicity studies.⁴ The 1993 NRC Report concluded that the epidemiologic studies provided no credible evidence of an association between fluoride in drinking water and human cancer.⁵ It also reviewed the scientific literature on potential carcinogenic effects of fluoride in animals, placing particular emphasis on two conflicting studies. Although one study, conducted under the National Toxicology Program (NTP), showed

¹ See "Health Claim Notification for Fluoridated Water and Reduced Risk of Dental Caries" (<http://www.fda.gov/Food/LabelingNutrition/LabelClaims/FDAModernizationActFDAMAClaims/ucm073602.htm>).

² <http://water.epa.gov/drink/contaminants/index.cfm#1>.

³ As noted above, the EPA regulates maximum levels of fluoride in community water supplies under the Safe Drinking Water Act of 1974. In addition, the U.S. Department of Health and Human Services (HHS) provides recommendations for community water fluoridation to prevent tooth decay. HHS recently proposed a new recommended fluoridation level, 0.7 mg/l, to replace the previous recommended range of 0.7 to 1.2 mg/l, as the concentration that provides the best balance of protection from dental caries while limiting the risk of dental fluorosis (76 FR 2383, January 13, 2011). EPA is also reviewing its MCLG for fluoride to take into account additional non-cancer health effects, including dental fluorosis. There are several reasons for these changes, including the fact that Americans have access to more sources of fluoride than they did when water fluoridation was first introduced in the United States (http://www.cdc.gov/fluoridation/fact_sheets/cwf_qa.htm).

⁴ Subcommittee on Health Effects of Ingested Fluoride, National Research Council, Health Effects of Ingested Fluoride (1993) ("1993 NRC Report").

⁵ *Id.* at 109.

evidence of a dose-related increase in the incidence of osteosarcomas in male rats given high concentrations of fluoride,⁶ these results were not replicated in a second Procter & Gamble study, administering even higher doses of fluoride to male and female mice and rats.⁷ Furthermore, NTP concluded that under the conditions of its study, there was equivocal evidence of carcinogenic activity in male F344/N rats.⁸ The 1993 NRC report concluded that the available evidence did not support an association between fluoride exposure and an increased risk of cancer in humans. FDA has also reviewed these animal studies and has concluded that the osteosarcomas were not statistically significantly increased nor were they outside the historical control range. Thus, the studies do not support a concern about osteosarcoma because of fluoride exposure.

The NRC Committee on Fluoride in Drinking Water (the Committee) 2006 review of the health effects of fluoride focused on whether fluoride is associated with osteosarcoma.⁹ While the 2006 NRC Report found that the available evidence is tentative and mixed regarding an association between fluoride and bone cancer, it concluded that the evidence did not demonstrate that fluoride is a carcinogen. The Committee noted that although several new population studies evaluating cancer in relation to fluoride exposure are available, these studies had methodological limitations that make it difficult to draw conclusions.

OEHHA's March 2009 listing of relevant studies identified during the preliminary toxicological evaluation of fluoride and its salts includes the 2006 NRC Report, epidemiological studies, carcinogenicity studies in mice and rats, genotoxicity studies, and a review by the Agency for Toxic Substances and Disease Registry. The 2006 NRC Report appears to have reviewed the majority of the studies that are included in OEHHA's March 2009 listing, with the exception of a 2006 study by Bassin et al.¹⁰ The 2006 Bassin study presented findings from a subset of data from a larger Harvard School of Dental Medicine study by Douglass and Joshipura, which was ongoing at the time. The Bassin study purported to find an association between estimated childhood fluoride exposure from drinking water and osteosarcoma among young males, but not consistently among females. However, the authors of the Bassin study noted that it was only an "exploratory analysis" and cautioned that they were aware of additional results from other cases that did not replicate the findings from the cases in their study. The 2006 NRC Report also noted that the then-forthcoming Harvard School of Dental Medicine study by Douglass and Joshipura would be an important addition to the available fluoride database.¹¹ The findings of this study were subsequently published in a July 2011 paper by Kim et al.¹² The results of this more recent study do not replicate the findings of the Bassin study.

The Kim study measured bone fluoride levels in patients diagnosed with osteosarcoma and compared them with levels in patients with other types of tumors to determine the association

⁶ *Id.* at 116.

⁷ *Id.* at 11, 122.

⁸ In the NTP study, "equivocal evidence" pertains to a category of uncertain findings and is defined as a marginal increase of neoplasms that may be related to chemical administration.

⁹ Committee on Fluoride in Drinking Water, National Research Council, *Fluoride in Drinking Water: A Scientific Review of EPA's Standards (2006)* ("2006 NRC Report").

¹⁰ Bassin et al., *Age-Specific Fluoride Exposure in Drinking Water and Osteosarcoma (United States)*, *Cancer Causes Control*, 17:421-428, 2006.

¹¹ 2006 NRC Report, *supra* note 9, at 10.

¹² Kim F, Hayes C, Williams P, Whitford G, Joshipura K, Hoover R, Douglass C. *An Assessment of Bone Fluoride and Osteosarcoma*. *J Dent Res* published online 28 July 2011.

between bone fluoride concentration and the incidence of osteosarcoma. Thus, unlike the Bassin study, where fluoride exposure was estimated, the Kim study compared actual levels of fluoride in the bone. The Kim study found there was no significant difference in the bone fluoride level between the group of patients diagnosed with osteosarcoma and the group of patients with other types of tumors (odds ratio = 1.33 with 95% confidence interval: 0.56 – 3.15). The results from this study do not support an association between osteosarcoma and fluoride. One of the potential limitations with this study, especially if risk is related to exposure at a specific time in a patient's life, was the significant age difference between the osteosarcoma group and the control group.

The July 8, 2011 OEHHA Hazard Identification Document (HID) on fluoride carcinogenicity to the Carcinogen Identification Committee cites additional mechanistic hypotheses for the occurrence of osteosarcoma in animals and humans. OEHHA concludes that there are multiple lines of evidence from mechanistic and other relevant data that appear to support the hypothesis that fluoride causes osteosarcoma. While data from these types of studies may suggest the plausibility of a link between fluoride and cancer, they often do not translate into the expected clinical outcome and are by themselves insufficient to determine causality. Conclusive data from animal and human studies on more clinically meaningful endpoints are required to make this determination.

3. A Proposition 65 Cancer Warning on FDA-Regulated Products Containing Fluoride Would Be Preempted Under Federal Law

As described above, FDA has determined that the available scientific data do not support a conclusion that exposure to fluoride from FDA-regulated products causes cancer. Accordingly, a requirement that such products be labeled with a Proposition 65 cancer warning because they contain fluoride would be false and misleading. Therefore, food and drug products that contain fluoride and are regulated by FDA would be misbranded in violation of the FD&C Act if the product labeling included the Proposition 65 cancer warning. See sections 301, 403(a), and 502(a) of the FD&C Act (21 U.S.C. sections 331, 343(a), and 352(a)). A Proposition 65 cancer warning for such products containing fluoride would therefore also be preempted under Federal law.

We would be happy to discuss these issues further.

Sincerely,



Janet Woodcock, M.D.

Director

Center for Drug Evaluation and Research
Food and Drug Administration



for

Michael M. Landa

Acting Director

Center for Food Safety
and Applied Nutrition

Food and Drug Administration

*Agenda
Item*

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING - 3314 Crill Avenue - Planning Board Recommendation to Annex, amend the Future Land Use Map and Element from County US (Urban Service) to City of Palatka COM (Commercial) and Rezone from Putnam County CPO (Commercial, Professional, Office) to City C-1A (Neighborhood Commercial) - Drs. Errol and Andrea Findlater, owners; Palatka Building & Zoning Dept, Applicant

***a. ANNEXATION ORDINANCE No. 15-06 - 2nd Reading, Adopt**

***b. FUTURE LAND USE MAP/ELEMENT AMENDMENT ORDINANCE No. 15-07- Adopt**

***c. REZONING ORDINANCE No. 15-08 - 2nd Reading, Adopt**

SUMMARY:

This is the second reading of an ordinance annexing 3314 Crill Ave. into the city limits and also an ordinance rezoning the property to a city classification. This is a voluntary annexation in which the property owner is requesting City utilities.

This also includes an ordinance to amend the Future Land Use Map from Putnam County US (Urban Service) to City of Palatka COM (Commercial)

RECOMMENDED ACTION:

Adopt ordinances annexing 3314 Crill Ave. into the City, amending the Future Land Use Map and Element from Putnam Co. US to City of Palatka COM, and assigning C-1A (Neighborhood Commercial) zoning to the property. First public hearing on these actions was held on April 23rd.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Annexation Ordinance	Ordinance
<input type="checkbox"/> FLUM Amendment Ordinance	Ordinance
<input type="checkbox"/> Rezoning Ordinance	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Powerpoint Presentation	Backup Material
<input type="checkbox"/> Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 12:28 PM
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 12:28 PM
City Manager	Bush, Allen	Approved	4/29/2015 - 3:13 PM
Finance	Reynolds, Matt	Approved	4/30/2015 - 10:35 AM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:04 PM

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

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 3314 CRILL AVENUE, LOCATED IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by the freehold owner of the property sought to be annexed, to wit: Errol N. & Andrea Findlater, and

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

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

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

Section 1. That the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida, containing approximately 1.0 acres, said lands being described as follows:

DESCRIPTION OF PROPERTY:

PT OF W1/2 OF NE1/4 BK65 P399 (EX OR490 P1436) (Being 3314 Crill Avenue / tax parcel # 11-10-26-0000-0030-0000).

Section 2. The property hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws

until changed by the City of Palatka.

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the City Charter/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 14th day of May, 2015.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE): FROM PUTNAM COUNTY US (URBAN SERVICE) TO CITY OF PALATKA COM (COMMERCIAL) FOR 3314 CRILL AVENUE (SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owner of said property: 3314 Crill Avenue (Thomas and Teresa Cheyne); for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(1)(b), Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 120 acres by small scale amendments annually, and

WHEREAS, Section 163.3187(2), Florida Statutes, as amended, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the Planning Board conducted a public hearing on March 3, 2015 and recommended approval of this amendment to the City Commission, and

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

Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

<u>Property Tax Number</u>	<u>Acreage</u>	<u>Current Land Use</u>	<u>Future Land Use</u>	<u>Amended Future Land Use</u>
11-10-26-0000-0030-0000	1.0	County US Service)	(Urban	COM (Commercial)
DESCRIPTION OF PROPERTY:		PT OF W1/2 OF NE1/4 BK65 P399 (EX OR490 P1436) (Being 3314 Crill Avenue)		

Section 2. Effect on the Comprehensive Plan

The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Severability

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. Effective date

This Ordinance shall become effective thirty-one (31) days after 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 on this 14th day of May, 2015.

CITY OF PALATKA

By: _____

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

ORDINANCE NO. 15 -

**AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA PROVIDING THAT THE
OFFICIAL ZONING MAP OF THE CITY OF
PALATKA, FLORIDA BE AMENDED FROM
PUTNAM COUNTY CPO (COMMERCIAL
PROFESSIONAL OFFICE) TO CITY OF
PALATKA C-1A (NEIGHBORHOOD
COMMERCIAL) FOR 3314 CRILL AVENUE
(SECTION 11, TOWNSHIP 10 SOUTH,
RANGE 26 EAST); PROVIDING FOR
SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owners of said property: Errol N. and Andrea Findlater, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on March 3, 2015, and two public hearings before the City Commission of the City of Palatka April 23rd, 2015 and May 14, 2015; and

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

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

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

DESCRIPTION OF PROPERTIES:

PT OF W1/2 OF NE1/4 BK65 P399 (EX OR490 P1436) (Being 3314 Crill Avenue / tax parcel # 11-10-26-0000-0030-0000).

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

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Case 15-09: 3314 Crill Ave.
Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: February 25, 2015

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To annex, amend FLUM, and rezone the following property as noted below. Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.



Figure 1: Site and Vicinity Map (property outlined in red)

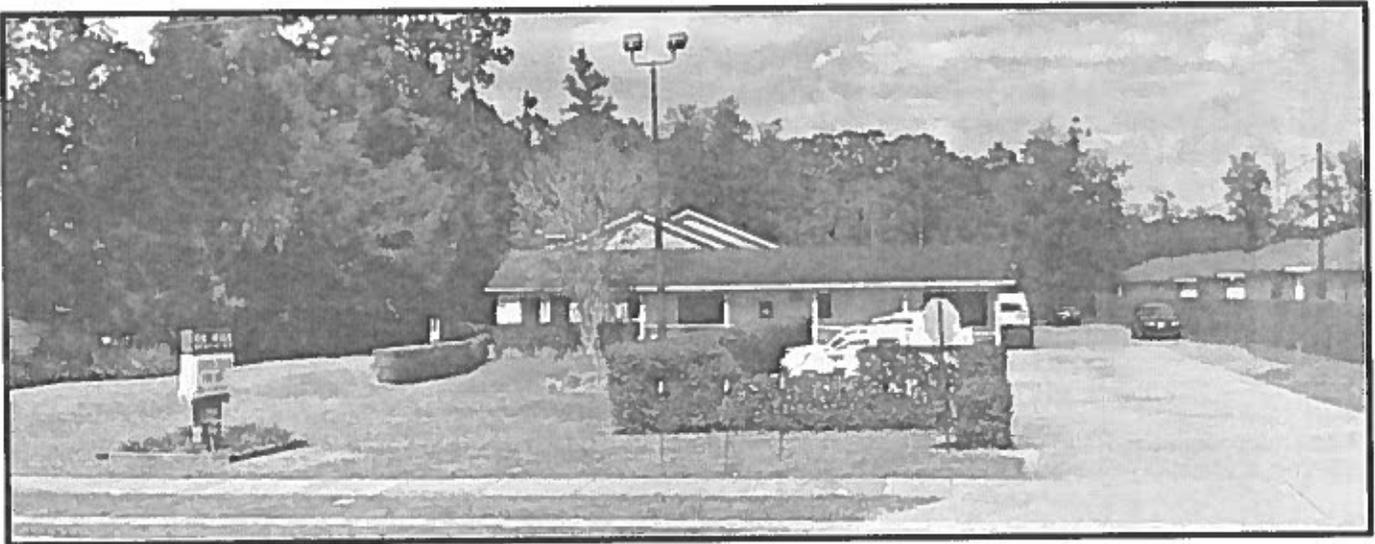


Figure 2: Property – Annie Spells public housing complex to right.

APPLICATION BACKGROUND

The property under consideration currently has a County mixed-use Future Land Use Map (FLUM) designation and multi-family zoning. There is a four-unit office building on the property.

The property and its current and proposed FLUM and zoning classifications are shown below.

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

Future Land Use Map Category		Zoning	
Current Putnam Co.	Proposed City	Current Putnam Co.	Proposed City
US (Urban Service)	COM (Commercial)	CPO (Commercial Professional Office)	C-1A (Neighborhood Commercial)

The applicant is voluntarily annexing into the City to hook up to the City’s water and sewer systems. Staff is presenting these applications as administrative actions, as opposed to an action by each property owner, due to the rationale presented below.

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

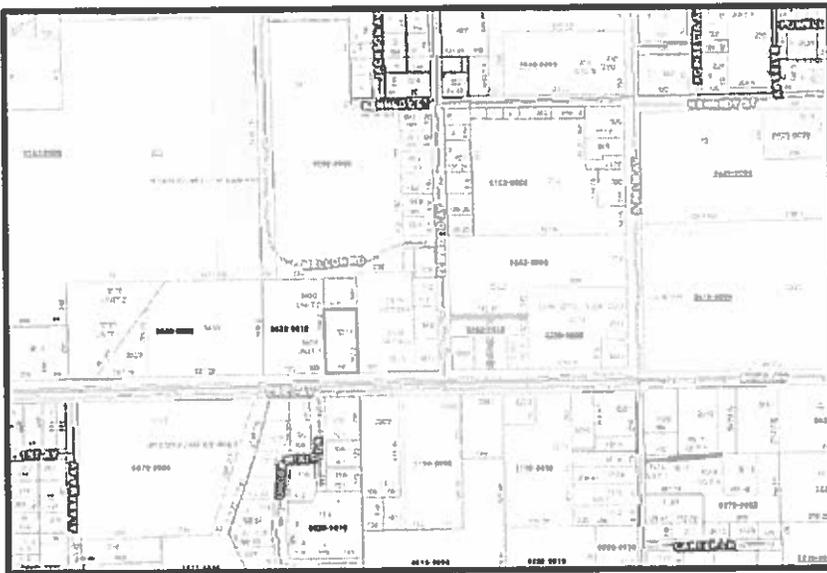
PROJECT ANALYSIS

Annexation Analysis

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

Contiguity. F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As indicated in Figure 1, the property is contiguous to the City limits, which are across Kelley Smith Road (statutes do not consider rights-of-way and interrupting contiguity).

Compactness. The statute also provides a definition for compactness that requires an annexation to be for properties in a single area, and also precludes any action which would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing the property meets the standard of compactness as it does not create an enclave, pocket, or finger area but in fact reduces the greater County enclave along the section of Crill Ave. (see map below).



Future Land Use Map Amendment Analysis

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

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

The proposed amendment is in keeping with the following objective and policies of the Comprehensive Plan, and does not conflict with other plan elements.

Policy A.1.9.3

A. Land Use Districts

1. Commercial

Land designated for commercial use is intended for activities that are predominantly associated with the sale, rental, and distribution of products or the performance of service. Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping centers, or other similar business activities. Public/Institutional uses and recreational uses are allowed within the commercial land use category. Residential uses are allowed within Downtown zoning districts, at an overall density of 20 units per acre and are subject to additional project density, design and locational standards set forth in these zoning districts (Ordinance # 11-22). The intensity of commercial use, as measured by impervious surface, should not exceed 70 percent of the parcel and a floor area ratio of 1.5, except that a floor area ratio of up to 4.0 is allowed in downtown zoning districts. Intensity may be further limited by intensity standards of the Zoning Code. (Ordinance # 12-50). Land Development Regulations shall provide requirements for buffering commercial land uses (i.e., sight access, noise) from adjacent land uses of lesser density or intensity of use. See Policy A.1.3.2.

Staff Comment: the property is now in the County's Urban Service FLUM category, which allows nonresidential uses limited by a Floor Area Ratio of 1.0¹ and a maximum impervious surface² ratio of 85%. The City's COM FLUM allows a higher FAR of 1.5 and a slightly lower impervious surface of 70%, with both being comparable to the County's intensity limits. Section 94-111(b) allows the C-2 zoning category within the COM land use category.

Provide analysis of the availability of facilities and services.

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

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

Staff Comment: The property is within a commercial corridor that is suitable for the proposed commercial FLUM designations. Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on these developed sites.

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

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

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

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*

¹ Floor Area Ratio is a measurement of intensity defined as the size of the property divided by the square footage of a building. For example a FAR of 1.0 allows a building of 43,560 square foot on a lot of the same size.

² Impervious surface is the area that will not absorb rainwater, including paved areas, building areas, and pond/water areas.

- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

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

Rezoning Analysis

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

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

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

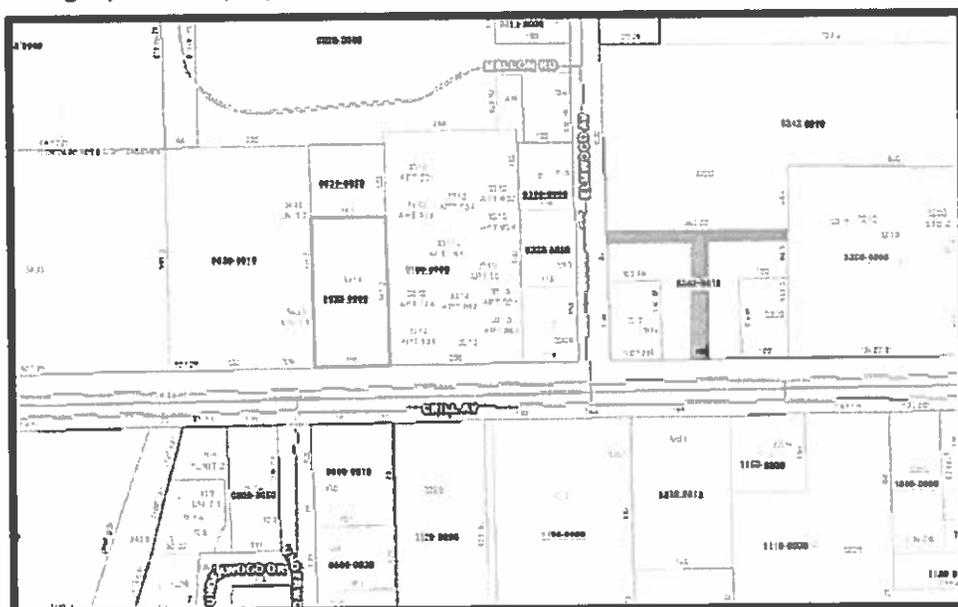
Staff Comment: as previously noted, the application is supported by the Comprehensive Plan.

b. The existing land use pattern.

Staff Comment: The property is located in an established commercial corridor.

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

Staff Comment: Properties in the vicinity to the east have the C-2 zoning designation (Sav A Lot shopping center, Family Dollar at Crill & Palm, etc). Rezoning the property to C-1A provides a similar commercial zoning category that employs a step-down in intensity, appropriate due to the adjacent residential uses.



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

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

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

Staff Comment: See response to c. above.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Comment: Not applicable.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.

Staff Comment: Rezoning the property to a designation similar to the current County zoning will not adversely affect neighborhood living conditions.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Comment: the property proposed for rezoning is already developed and thus traffic congestion or public safety will not be affected.

i. Whether the proposed change will create a drainage problem.

Staff Comment: No drainage problems are anticipated for this already-existing use.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.

Staff Comment: The already-developed property does not have excessive height, density, or intensity to reduce light and air to existing adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Comment: see response to g. above.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Comment: based on the previous responses, the changes will not negatively affect the development of adjacent properties.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Comment: providing a FLUM and zoning designations to property that are similar to the designation of surrounding properties and are similar to the existing County FLUM and zoning is not a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Comment: The City commercial land use and zoning are in keeping with the existing use.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Comment: the property and its use are not out of scale with the neighborhood and City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

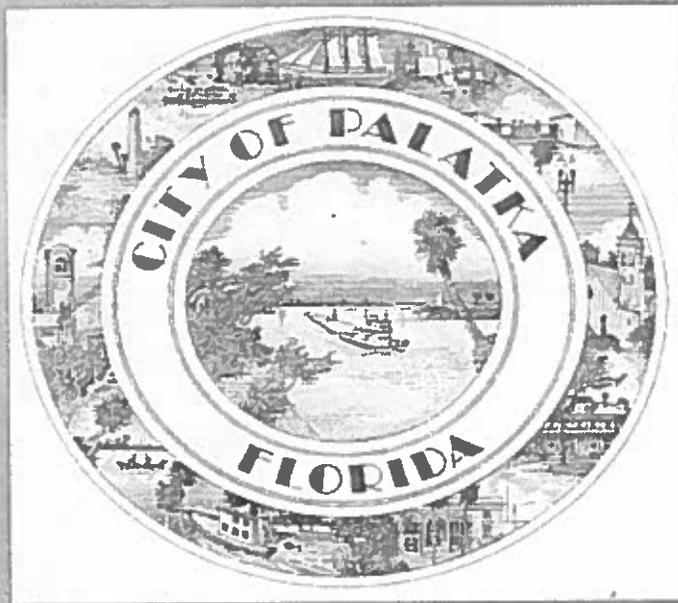
Staff Comment: not applicable.

q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.

Staff Comment: not applicable.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of the annexation, amendment of Future Land Use Map category to COM, and rezoning to CPO for 3314 Crill Ave.



**PLANNING BOARD MEETING
MAR. 3, 2015**



Case 15-09 3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning





Case 15-09 3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning





Case 15-09

3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning

FLUM Category		Zoning	
Current Putnam Co.	Proposed City	Current Putnam Co.	Proposed City
US (Urban Services)	COM (Commercial)	CPO (Commercial Professional Office)	C-1A (Neighborhood Commercial)



Case 15-09 3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning

Proposed FLUMs & zoning compatible
with neighborhood and similar to
previous County designations



Case 15-09 3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning

Annexation Criteria

- Contiguity
- Compactness



Case 15-09 3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning

FLUM Criteria

- Not in conflict with Comp Plan
- Available urban services
- Does not represent urban sprawl

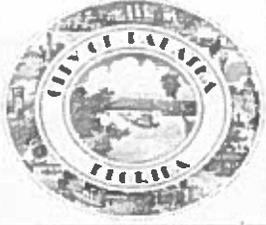


Case 15-09 3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning

Rezoning Criteria

- Appropriate transitional zoning between more intensive commercial & residential
- Not isolated district, residential zoning present
- No special privilege



Case 15-09
3314 CRILL AVE.

Annexation, FLUM Amendment & Rezoning

Recommend Approval of
Annexation, FLUM Amendment,
and Rezoning

you must have

Application for annexation, amendment to the Future Land Use map and rezoning

Application Number: PB - 15-08

Date Received: 1-29-15

Hearing date: 3-3-15

This application must be typed or printed in ink and submitted with any required attachments. Please submit this application with the required attachments and the applicable application fee. \$600.00 (With a waiver allowed by the City Manager with the written findings that the annexation will substantively and positively impact one or more of the following: Utility system efficiency, utility system revenue enhancement, environmental protection, or fiscal relief).

Small Scale Amendment: (up to 20 acres) \$1350.00, Rezoning with a concurrent small-scale Future Land Use Map Amendment: \$1250.00

Large Scale Amendment: (over 20 acres) \$2200.00, Rezoning with a concurrent large-scale Future Land Use Map Amendment: \$2300.00.

City of Palatka Planning & Zoning
201 N 2nd Street
Palatka, FL 32177

FOR INFORMATION REGARDING THIS FORM, CALL (386) 329-0103

TO BE COMPLETED BY APPLICANT

1. Property Address: 3314 Crill Ave		2. Parcel Number: 11-10-26-0000-0030-0000 + 0020		3. Current Property Use: COM	
4. Current Land Use Designation:		5. Requested Land Use Designation: COM		6. Required Attachments: <input type="checkbox"/> Legal Description <input type="checkbox"/> Letter of Authorization* <input type="checkbox"/> Copy of Recorded Deed <input type="checkbox"/> Fees <input type="checkbox"/> Project Narrative** <input type="checkbox"/> Supplementary Information*** <input type="checkbox"/> Site Map for display ad**** <input type="checkbox"/> Site Plan***** <input type="checkbox"/> Survey	
7. Current Zoning Designation:		8. Requested Zoning Designation: C-1A			
9. Acreage to be considered for request:		10. Number, types & square footage of structures on property: 1 (2 units)			
Reason for annexation request: connect to city water.					
Property Owner Name Errol & Andrea Fendlater			Agent Name		
Property Owner Address P.O. Box 1120 Palatka FL 32178			Agent Address		
Phone Number 386-328-4888			Phone Number C. 336-1164		
Email Address: ENIF@AOL.com					

* Letter of Authorization for Agent is required if any person other than the property owner makes

the application and acts on behalf of the owner.

- ** Project Narrative: Explain present and future use of the property in detail.
- *** Supplementary information that may be required with application relative to the following factors where applicable: Soils, Natural Vegetation/Wildlife; Wetlands (type, location and amount of acreage to the nearest one-hundredth acre), and Topography/Flood Prone Areas.
- **** Site map for ad to be to be in black & white, no larger than 2 1/2" x 3" with nearest intersecting streets shown and named.
- ***** Site Plan: Detailed project drawing

10. This application submitted by:

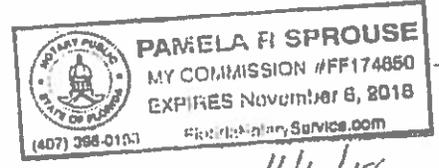
Signature of owner(s):  
 Print owner(s) names(s): ERROL FINDLATER ANDREA FINDLATER

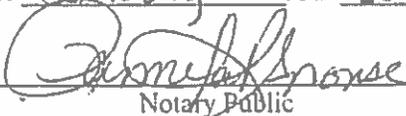
Signature of Agent(s): _____
 Print Agent(s) names: _____

STATE OF Florida
 County of Putnam

Before me this day personally appeared Errol + Andrea Findlater who executed the foregoing application and acknowledged to and before me that they executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 29 day of January A.D. 2015.




 Notary Public

My commission expires: 11/6/18 State of Florida at Large

FOR OFFICIAL USE ONLY				
1. Date Submitted	2. Received By:	3. Confirm Zoning:	4. Confirm FLUM	5. Preliminary review by:
7. Sign(s) Posted Date: By:	8. Surrounding property owners notices sent: Date: By:	9. Legal Ad Ran: Date: Date:	10. Attachments Reviewed: <input type="checkbox"/> Letter of Authorization* <input type="checkbox"/> Legal Description <input type="checkbox"/> Copy of Recorded Deed <input type="checkbox"/> Fees <input type="checkbox"/> Project Narrative** <input type="checkbox"/> Supplementary Information*** <input type="checkbox"/> Site Map for display ad**** <input type="checkbox"/> Site Plan***** <input type="checkbox"/> Survey	
City Commission Hearing Date:				

*Agenda
Item*

7



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Zoning Code Section 94-147, 94-148, and 94-149 to allow clubs, lodges, and fraternal organizations in PBG-1 zoning - 2nd Reading, Adopt

SUMMARY:

This is second reading to adopt an ordinance that will amend the Zoning Code to allow the consideration of clubs, lodges, and fraternal organizations in the PBG-1 (Public Buildings and Grounds) zoning districts by right. This ordinance was requested by the Lions Club, which along with the American Legion owns clubhouse buildings on Osceola St on property donated by the City. This club is striving to sustain itself through renting of its public hall and wishes to enter into an agreement with a church, as is common these days with public school and other buildings. Interestingly enough, in the PBG-1 district, churches are allowed by right, but CLUBS are prohibited. So the Lions and American Legion clubhouses are legal nonconforming uses. Staff believes that clubs and lodges fill a quasi-public role, much as churches do, with their community outreach and membership focus, and the public benefits from the use of such community facilities. The Planning Board recommended approval of this amendment at their February meeting in a 4-2 vote.

RECOMMENDED ACTION:

Adopt on second reading an ordinance allowing clubs, lodges, and fraternal organizations by right in the PBG-1 zoning district. This was passed on first reading on 4/23/15

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 1:12 PM
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 1:12 PM
City Manager	Bush, Allen	Approved	4/29/2015 - 3:14 PM
Finance	Reynolds, Malt	Approved	4/30/2015 - 10:36 AM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:06 PM

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

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, ALLOWING CLUBS,
LODGES, AND FRATERNAL
ORGANIZATIONS BY RIGHT IN THE PBG-
1 ZONING DISTRICT; 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 March 3, 2015, and two public hearings before the City Commission of the City of Palatka on April 23, 2015, and May 14, 2015; 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. 94-153. PBG-1 public buildings and grounds district.

- (a) no changes.
- (b) Permitted principal uses and structures. Permitted principal uses and structures in the PBG-1 district are as follows:
 - (1) Public buildings serving the city, county, state or federal government, museums, schools, hospitals, libraries and community centers.
 - (2) Churches, including rectories or similar uses.
 - (3) Nursing homes. Colleges and ancillary uses including student residences, administrative offices, and sports facilities.
 - (4) Clubs, lodges, and fraternal organizations.

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 14th day of May, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Request to Amend Zoning Code

(Allow Clubs, Lodges, and Fraternal Organizations in PBG-1 Public Buildings & Grounds Zoning)

Applicant: American Legion

STAFF REPORT

DATE: January 27, 2015

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to allow the above referenced uses in the PBG-1 zoning district. Public notice was provided through newspaper advertisement.

APPLICATION BACKGROUND

Staff considers the Lions Club and American Legion, included in this request, as quasi-public uses, as they are utilized for public assembly, and the halls are often rented out to the general public for events such as weddings, meetings, dances, etc. The Lions Club also wishes to rent out their hall to a local church. These uses do not fit so well in the current R-3 zoning, which logically requires conditional use approval due to the need to gauge impacts on nearby residences. The public FLUM and zoning are more appropriate for the (existing) club and (future) church uses, except that the former use is not allowed and the latter use is. This is why the Lions Club is applying for this Zoning Code text amendment to allow clubs, lodges, and fraternal organizations by right in the PBG-1 zoning district, along with the currently-allowed churches.

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: this change adds a logical allowable use to the PBG-1 zoning category. Clubs/lodges function as quasi-public uses and should be allowed by right in this public zoning category.

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: This action is not in conflict with the goals, objectives, and policies of the Comprehensive Plan or other city ordinances.

STAFF RECOMMENDATION

Staff recommends approval of Case 15-04 revising Zoning Code Section 94-153(b) to allow clubs, lodges, and fraternal organizations by right in the PBG-1 zoning district.



**PLANNING BOARD MEETING
FEB. 3, 2015**



Case 15-04

CLUBS/LODGES IN PBG-1

ZONING CODE TEXT REVISION

- CLUBS/LODGES ARE QUASI-PUBLIC USES
- UTILIZED FOR PUBLIC ASSEMBLY
- OFTEN RENTED TO THE GENERAL PUBLIC
- APPROPRIATE FOR INCLUSION IN PBG-1 ZONING AS PERMITTED USE



Case 15-04

CLUBS/LODGES IN PBG-1
ZONING CODE TEXT REVISION

RECOMMEND APPROVAL OF
ALLOWING CLUBS/LODGES AS
PERMITTED USE IN PBG-1
ZONING DISTRICT

Motion made by Mr. DeLoach and Mr. Wallace seconded the motion to rezone those properties as presented by Staff to PBG-1(Public Buildings and Grounds). All present voted resulting in 6 yeas and 1 nay (Mr. Harwell), motion carried.

Motion made by Mr. DeLoach to amend the Comprehensive Plan designation to PB (Public Buildings) to those properties as presented by staff. All present voted resulting in 6 yeas and 1 nay (Mr. Harwell), motion carried.

Case 15-03: Administrative request to amend Zoning Code Sec. 94-149 (C-2, Intensive Commercial), Sec. 94-161 (DR, Downtown Riverfront district) and 94-162 (DB, Downtown Business district) revising downtown overlay design standards.

Mr. Crowe recommended tabling until next month's meeting to allow staff more time to prepare the report.

Motion made by Mr. DeLoach and seconded by Mr. Douglas to table this case until March 3, 2015. All present voted, motion carried unopposed.

Case 15-04: Administrative request to amend Zoning Code Sec. 94-153 (PBG-1, Public Buildings and Grounds district) to allow clubs, lodges and fraternal organizations.

The American Legion is applying for this Zoning Code text amendment to allow clubs, lodges, and fraternal organizations by right in the PBG-1 zoning district, along with the currently-allowed churches. Staff supports this request as the public FLUM and zoning designations are quite appropriate for these types of uses. These uses are generally utilized for public assembly and the halls are often rented out to the general public for events such as weddings, meetings, dances, etc. Staff believes it to be logical to include clubs, lodges and fraternal organizations in PBG-1 and recommended approval.

John Poitevent 269 River Dr., East Palatka, asked what specifically would change, if this item is approved, in terms of properties. He also asked if there were any properties zoned PBG-1 along the riverfront. Mr. Crowe advised that this request is considered to have a limited impact. He said there is a limited number of properties across the City zoned PBG-1 (for mostly public type uses, including the Health Dept. and public buildings) and that this change would allow for additional uses of those buildings and none of the property along the riverfront is zoned PBG-1.

Mr. Harwell asked if it was possible to build a building by a private organization for those uses allowed in the PBG-1 zoning district. Mr. Crowe answered yes, that the zoning does allow for quasi-public uses, such as hospitals, institutions like nursing homes. Discussion took place regarding whether land ownership played a role in the allowance of these uses. Mr. Crowe advised the Board that property ownership did not have any bearing on the zoning and allowable uses. He said that zoning concerns itself with character and function. Mr. Harwell stated that a big concern of his would be that some private organization could come in and build on public property. Mr. Crowe replied that this could only happen with City approval (which could happen now in any zoning district). Property ownership is not germane to zoning or public safety. What the Planning Board has to consider is the use and the characteristics of the use, public safety and the impacts of the use, not whether it is owned by one entity or another. Discussion continued regarding concerns for City owned property becoming developed for

private use. Mr. Crowe reiterated that if there is ever a building built on a piece of City owned property (for public or private use) it would go before the City Commission, that this Board does not deal with ownership issues but use issues. Mr. Holmes stated that this is just another zoning category and the read permitted principal uses and structures from the Zoning Code Section 94-153 for PBG-1 (Public Buildings and Grounds): public buildings serving the city, county, state or federal government, museums, schools, hospitals, libraries and community centers. churches - including rectories or similar uses, nursing homes, colleges and ancillary uses - including student residences, administrative offices, and sports facilities also the following conditional uses can be considered; homes for the aged or orphans, and similar uses as well as community residential homes. Mr. Crowe added the request is just to add clubs and lodges to that list. He read from the Zoning Code the intent of the district. He explained that a quasi-public use does not have to be open to all members of the public, it can have a specific congregation or a specific user group, but however they generally do have an element of public access. Mr. Douglas asked if it would help matters if it were to be allowed under the conditional use section. Mr. Crowe replied that there are a couple of reasons he is recommending an allowable use, mainly that he is interested in reducing red tape wherever he can and the problem in some of the older areas of the City is that when they come in under conditional use the code compels them to meet all parking landscaping and code requirements, which are a lot of hoops to jump through. New construction has its own set of code requirements. Mr. Holmes said that he believed there was some confusion with the word "public" in the title of the zoning category. He asked Mr. Crowe where clubs, lodges and fraternal organizations are currently allowed now, regardless of ownership because what is being talked about is not a zoning district but rather issues pertaining to what groups the city would agree to rent property to. Mr. Holmes stated that Staff is only proposing to add to the uses already allowed in the PBG-1. These are uses that are currently allowed in other districts, and unless the Board finds that there is an inherent conflict with the proposed uses and the uses that are already allowed in this zoning designation, then basically it is just a matter of opening up a segment of uses that can be placed in this category. Mr. Crowe said that these uses are currently allowed in R-3 (Residential multi-family) and commercial districts.

Motion made by Mr. DeLoach. Mr. Sheffield passed the gavel to Ms. Williams and made the second to approve the request as submitted by Staff. Discussion: Mr. Douglas asked Mr. Holmes if adding the uses for clubs, lodges fraternal organizations consistent with the council's interpretation of what is currently allowed in the PBG-1 category. Mr. Holmes replied that he did not see anything inherently inconsistent with any of the other use already allowed in that category. Question called: A Vote resulted in 4 yeas and 2 nays (Mr. Harwell and Mr. Wallace). Motion passed.

Case 15-05: Request for a conditional use to allow for an alcohol serving establishment within 300 feet of a church (in association with a restaurant and ship's store within the riverfront park).

Location: 301 River St.

Applicant: City of Palatka/Jonathan Griffith Special Projects Manager

Mr. Crowe explained that this request is for alcohol sales at the future Riverfront Park ship's store, with package sales and on-premises sales within an intended 150-seat maximum restaurant. The building's design was previously approved by the Historic Preservation Board. The land use and zoning categories allowed the proposed use as a customary accessory use to a marina. The building site is in the interior of

Agenda Item

8



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Zoning Code Section 94-147, 94-148, and 94-149 to allow schools by conditional use permit in certain commercial zoning districts - 2nd Reading, Adopt

SUMMARY:

This is second reading to adopt an ordinance that will amend the Zoning Code to allow the consideration of schools in the C-1A (Neighborhood Commercial), C-1 (General Commercial) and C-2 (Intensive Commercial) zoning districts through the conditional use permit review process. While in the past it was preferred to limit the location of schools to residential areas, to allow for kids to walk to school and for better traffic safety, there are certain commercial locations that may be appropriate for schools. Additionally, as schools become more focused on helping to prepare kids for jobs, there are situations where commercial uses and schools may co-exist or even co-locate. This change would not allow schools by right, but require a rigorous review of each application in regard to traffic, parking, access, compatibility, etc.

RECOMMENDED ACTION:

Adopt on second reading an ordinance allowing schools by conditional use permit in the C-1A, C-1, and C-2 zoning districts. This was passed on first reading on 4/23/15

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Draft Minutes Excerpt	Backup Material
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Powerpoint presentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 1:12 PM
City Clerk	Driggers, Betsy	Approved	4/28/2015 - 1:12 PM
City Manager	Bush, Allen	Approved	4/29/2015 - 3:15 PM
Finance	Reynolds, Matt	Approved	4/30/2015 - 10:36 AM
City Clerk	Driggers, Betsy	Approved	4/30/2015 - 1:06 PM

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

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, ALLOWING SCHOOLS
BY CONDITIONAL USE PERMIT IN THE
C-1A, C-1, AND C-2 ZONING
DISTRICTS; 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 April 7, 2015, and two public hearings before the City Commission of the City of Palatka on April 23, 2015, and May 14, 2015; 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 III. - DISTRICTS

DIVISION 1 - No changes

DIVISION 2. - SCHEDULE OF DISTRICT REGULATIONS

Section 94-147 - C-1A neighborhood commercial district

(a) Through (d) - no changes
(e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of Section 94-147.) Conditional uses in the C-1A district are as follows:

- (1) Essential services (see Section 94-147).
- (2) Multiple-family dwellings.
- (3) Child care facilities.
- (4) Hospitals.
- (5) Schools.

Section 94-148 - C-1 general commercial district

(b) Through (d) - no changes
(e) *Conditional uses.* (Conditional uses are permissible after public notice and hearing and subject to the provisions of Section 94-148.) Conditional uses in the C-1A district are as follows:

- (1) Multiple-family dwellings, hotels, motels, and housing for the aged.
- (2) Residential dwellings and roominghouses located above the first floor of a commercial use.
- (3) Automotive service stations.

- (4) Carwash establishments.
- (5) Bars or taverns for on-premises consumption of alcoholic beverages, and package liquor stores.
- (6) Fast food restaurants.
- (7) Shopping centers.
- (8) Essential services. (See Section 94-2, definitions.)
- (9) Child care facilities.
- (10) 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.
- (11) 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 use").

(12) Schools.

Section 94-149 - C-2 intensive commercial district

(c) Through (d) - no changes

(f) Conditional uses. (Conditional uses are permissible after public notice and hearing and subject to the provisions of Section 94-2.) 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.

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- | (17) Mobile medical units, meeting supplementary district regulations.
- | (18) Schools.

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 14th day of May, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

PLANNING BOARD DRAFT MINUTES

April 7, 2015



Members Present – Chairman Daniel Sheffield, Anthony Harwell, Joseph Petrucci, Earl Wallace, and Tammy Williams.

Members Absent – George DeLoach, Charlie Douglas, and Vice-Chairman Joe Pickens.

Staff Present – City Attorney Don Holmes, Planning Director Thad Crowe, Recording Secretary Pam Sprouse.

Chairman Sheffield called the meeting to order at 4:01 PM. He asked members if they had any corrections to the minutes. **Motion** made by Mr. Petrucci and seconded by Mr. Harwell to approve the minutes from the February 25, 2015 meeting. Motion carried unanimously.

Chairman Sheffield read the appeal procedure and requested that any ex-parte communications be expressed prior to each case.

Case 15-14: Administrative request to amend Zoning Code Sec. 94-147; 94-148 and 94-149 to allow schools by conditional use permit in the following commercial zoning districts; C-1A (neighborhood commercial district), C-1 (general commercial district) and C-2 (intensive commercial district).

(Public Hearing)

Mr. Crowe explained that ten nonresidential zoning districts do not allow schools at all. Schools are only allowed by right in the PBG-1 zoning district, and by conditional use permit in all residential zoning districts (except for mobile home zoning). This is standard practice in many local zoning codes in Florida. While he was not familiar with the rationale behind this standard in Palatka, he said that in other jurisdictions the intent was expressed that schools should be in residential areas to allow for pedestrian access and more traffic safety. This change would only allow for the consideration of schools through the conditional use process. This review would be on a case-by-case basis, so approval would not be guaranteed. He said that currently vocational schools are allowed by right in commercial districts and day cares are allowed by conditional use in commercial zoning districts. These are similar uses. He said that the request does not conflict with the goals, objectives and policies of the comprehensive plan and Staff believes that the City should at least provide the opportunity for such a consideration, and with that he recommended approval.

Mr. Sheffield asked if Staff knew of any issues with this kind of allowance in other jurisdictions. Mr. Crowe advised that he is not aware of any, that this is a community standards issue and he has seen jurisdictions loosen up restrictive zoning and depart from the barriers and downright

prohibitions. He said that it seems the old paradigm was to keep schools in residential neighborhoods and now the new paradigm is to take a look at them and see where they fit the best, regardless of the existing land use.

Mr. Petrucci asked if Staff's intent was to allow for all commercial districts. Mr. Crowe replied yes, but only by conditional use review. He noted that approximately 85% of the commercial zoning districts within the City, discounting the Downtown districts, are zoned C-2 (intensive commercial). Discussion continued.

(Regular meeting)

Mr. Petrucci asked why the code amendment approach versus having an applicant apply for a rezoning to the Public Grounds designation, and cited concerns of new commercial uses being deterred by existing schools. Mr. Crowe responded that to rezone could be spot zoning and that zoning and land use categories should be kept in more broad strokes with a more coherent structure to our zoning map. Mr. Holmes agreed and added that in addition to the "allowed by right consideration," the conditional use vehicle the opportunity to be more restrictive. He added that a new commercial use might look at being next to a school as a readymade customer base. Mr. Petrucci expressed concerns that intensive commercial activities might harm schools in commercial districts. Mr. Crowe answered that whether a use is allowed or not, they must meet the code including parking, traffic patterns that will allow customers to safely enter and exit the establishment, and landscaping/buffering. Mr. Harwell expressed his concern for stifling commercial growth in the area by assigning prime retail land to non-retail uses.

Motion made by Mr. Wallace and seconded by Ms. Williams to approve the request as recommended by Staff. All present voted, with 4 yeas and 1 nay (Mr. Petrucci). Motion carried.

Case: 15-15: A request for a conditional use permit to locate a school in a C-1 (general commercial) zoning district – 310 S. Palm Ave.

Mr. Crowe showed powerpoint slides of the site, noting the tree preserve area on the rear half, the one-way pair driveway around the building, with parent drop off to the north and buses along the Palm Ave. side (east). He then reviewed the applicable criteria, starting with conformance with the Comprehensive Plan. He said that the request complies with the Comprehensive Plan language for the Commercial Future Land Use Map category that references public/intuitional uses. He noted use compatibility with the Palm Avenue corridor, a mixed-use area with mostly institutional uses such as a church, funeral home, nursing home, and limited retail including credit union and sub shop. He stated that the Board has the ability to require full buffering or strike a balance by crediting existing and established trees. As there are so many trees preserved in the rear half of the site, Staff recommends only requiring three additional shade trees on the property, specifically in the front within the right-of-way buffer.

Request to Amend Zoning Code

(Allow Schools by Conditional Use Permit in Commercial Zoning Districts)

Applicant: Building and Zoning Dept.

STAFF REPORT

DATE: March 31, 2015

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director**APPLICATION REQUEST**

A request to amend the Zoning Code to allow schools by conditional use permit in commercial zoning districts. Public notice was provided through newspaper advertisement.

APPLICATION BACKGROUND

As the table below shows, schools are only allowed by right only in one zoning district (PBG-1), allowed by conditional use permit in five of the six residential zoning districts, and prohibited in commercial and other nonresidential zoning districts. The Code is silent on the rationale behind this preferred land use arrangement, but Staff believes that the intent behind these regulations was to steer schools to residential areas, where children can more easily walk to school, rather than busy commercial areas with traffic safety concerns. Staff would note that a related use - vocational schools - are now allowed by right in C-1 and C-2; and in M-1 (light industrial) and AP-2 (airport) zoning; and by conditional use in the downtown zoning districts. Additionally child care facilities are allowed by conditional use permit in commercial zoning districts. It should be noted that a related application from a charter school is under consideration on this agenda – this approval of course would be conditioned on the City Commission approving this code change.

Zoning District	Allowance of Schools
R-1AA (single-family residential)	Conditional Use
R-1A (single-family residential)	Conditional Use
R-1 (single-family residential)	Conditional Use
R-2 (two-family residential)	Conditional Use
R-3 (multi-family residential)	Conditional Use
R-4 (mobile home)	Prohibited
C-1A (neighborhood commercial)	Prohibited
C-1 (general commercial)	Prohibited
C-2 (intensive commercial)	Prohibited
M-1 (industrial)	Prohibited
DR (downtown riverfront)	Prohibited
DB (downtown business)	Prohibited
ROS (recreation & open space)	Prohibited
PBG-1 (public buildings & grounds)	Allowed by Right
PBG-2 (other public facilities)	Prohibited
CON (conservation)	Prohibited

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.

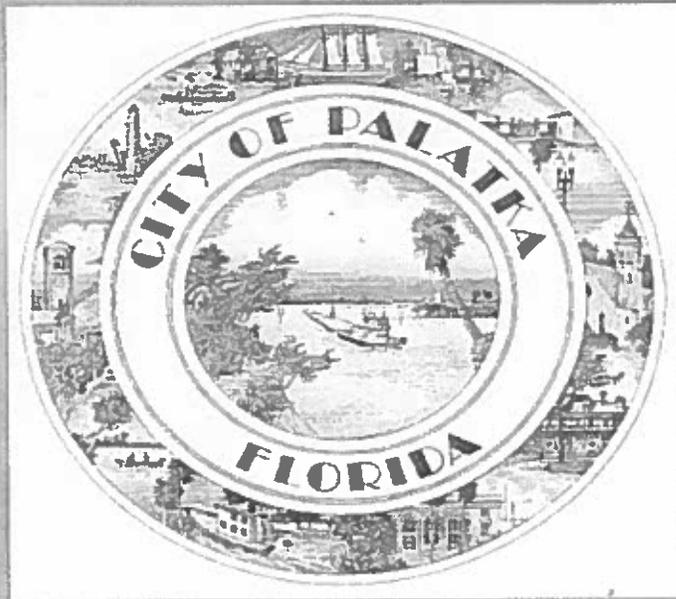
Staff comments: Staff has over the last year had several requests for charter and church schools to locate in commercial zoning districts, and had to refuse such requests as the use is plainly prohibited and not even allowed to make application. This change would only allow only the consideration of requests for schools in commercial zoning districts, through the conditional use process. Such requests would be handled on a case-by-case basis, with decisions guided by criteria pertaining to traffic, parking, public safety, compatibility, etc. Staff does not see a problem with at least allowing consideration of such requests, which can still be denied if the criteria are not met. Staff would also note the justification that similar uses such as vocational schools are allowed by right in commercial zoning districts, and child care facilities are allowed by conditional use permit in commercial districts.

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: This action is not in conflict with the goals, objectives, and policies of the Comprehensive Plan or other city ordinances.

STAFF RECOMMENDATION

Staff recommends approval of Case 15-14 revising Zoning Code Section 94-147, 94-148, and 94-149 to allow schools by conditional use permit in the three commercial zoning districts (C-1A, C-1, and C-2).



**PLANNING BOARD MEETING
APRIL 7, 2015**



Case 15-14

ZONING CODE TEXT AMENDMENT Schools by Cond. Use in Commercial Zoning

Zoning District	Allowance of Schools
R-1AA (single-family residential)	Conditional Use
R-1A (single-family residential)	Conditional Use
R-1 (single-family residential)	Conditional Use
R-2 (two-family residential)	Conditional Use
R-3 (multi-family residential)	Conditional Use
R-4 (mobile home)	Prohibited
C-1A (neighborhood commercial)	Prohibited
C-1 (general commercial)	Prohibited
C-2 (intensive commercial)	Prohibited
M-1 (industrial)	Prohibited
DR (downtown riverfront)	Prohibited
DB (downtown business)	Prohibited
ROS (recreation & open space)	Prohibited
PBG-1 (public buildings & grounds)	Allowed by Right
PBG-2 (other public facilities)	Prohibited
CON (conservation)	Prohibited



Case 15-14

ZONING CODE TEXT AMENDMENT
Schools by Cond. Use in Commercial Zoning

INTENT FOR DISALLOWING
SCHOOLS IN COMMERCIAL
DISTRICTS NOT KNOWN, BUT
PROBABLY TIED TO CONCERNS
WITH TRAFFIC & PEDESTRIAN
SAFETY



Case 15-14

ZONING CODE TEXT AMENDMENT Schools by Cond. Use in Commercial Zoning

Need & Justification

- Increasing requests
- Does not provide approval, just right to apply – reviewed on case-by-case basis
- Similar use of vocational schools now allowed by right in commercial districts
- Similar use of day care now allowed by CU in commercial districts



Case 15-14

ZONING CODE TEXT AMENDMENT
Schools by Cond. Use in Commercial Zoning

Does not conflict with GOPs of
Comprehensive Plan



Case 15-14

ZONING CODE TEXT AMENDMENT Schools by Cond. Use in Commercial Zoning

Recommend approval to allow schools by Conditional Use Permit in C-1A, C-1, and C-2 commercial zoning districts

*Agenda
Item*

9



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE - Planning Board Recommendation to Amend Zoning Code Chapter 94 to allow for reduced parking space size - 1st Reading

SUMMARY:

Based on numerous requests from private and public entities for relief from the larger required (ten by twenty feet) parking places, Staff and the Planning Board request that ALL parking be allowed a smaller nine-by-eighteen foot size. This is the standard parking place size in most zoning codes. Benefits include lower development costs and increased green space.

RECOMMENDED ACTION:

Pass on first reading an ordinance reducing parking space width from ten-by-twenty feet to nine-by-eighteen feet.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Powerpoint Presentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	4/28/2015 - 5:00 PM
City Clerk	Driggers, Betsy	Approved	4/29/2015 - 4:08 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:47 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:51 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:39 PM

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, AMENDING CHAPTER
94, SECTION 261 OF THE CODE OF
ORDINANCES TO REDUCE THE REQUIRED
MINIMUM PARKING SPACE DIMENSIONS
FROM TWENTY BY TEN FEET TO
EIGHTEEN BY NINE-AND-ONE-HALF
FEET; 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 March 3, 2015, and two public hearings before the City Commission of the City of Palatka on April 23, 2015, and May 14, 2015; 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. 94-261. - Definitions and rules of construction

(a) through (e): no changes

(f) Dimensions of parking spaces; aisle width. Each parking space shall be a minimum of ~~ten feet by 20 feet in size, except for non-public parking areas including display, fleet, and restricted parking, which shall be a minimum of nine feet by eighteen feet in size.~~

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 28th day of May, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

Case 15-11
Request to Amend Zoning Code
(Reduce parking space width)
Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: February 24, 2015

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to reduce parking space width from ten-by-twenty feet to nine-by-eighteen feet.

APPLICATION BACKGROUND

Zoning Code Sec. 94-261(f) requires a minimum size of parking spaces of 10 feet (width) by 20 feet (length). This is larger than the industry standard of 9 feet by 18 feet allowed in most other jurisdictions, and results in unnecessary paving, which then results in a cost burden to businesses and the reduction of green space. Staff recommended the smaller size at the October, 2011 Board meeting, a proposal that was denied by both the Board and the City Commission. Since that time the Zoning Board of Appeals has allowed parking space reduction in one case for 50% of required parking (Family Dollar at Crill & Palm Avenues). The Zoning Board of Appeals denied a request from the downtown Hampton Inn for the smaller spaces, which was appealed successfully to the City Commission. Recently the Planning Board recommended and the City Commission adopted an ordinance allowing the nine-by-eighteen spaces for non-public parking (restricted parking including gated & fleet parking). The Board indicated by consensus at a recent meeting that it was willing to consider the request on an across-the-board basis again.

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 apparent:

- vehicles are trending toward smaller sizes;
- reducing paved areas reduces project costs and increases green space;
- the proposed space size is in line with typical parking space sizes of other jurisdictions;
- the City in the past several years has formally approved requests for the nine-by-eighteen foot spaces;
- and

- many parking areas in the City already have the nine-foot wide spaces, as they predate the code requirement or the spaces were striped incorrectly.

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, more particularly with the objective below.

FUTURE LAND USE ELEMENT

Objective A.1.8 *9J-5.006(3)(b)9; F.S. 187.201(16)(b)3*

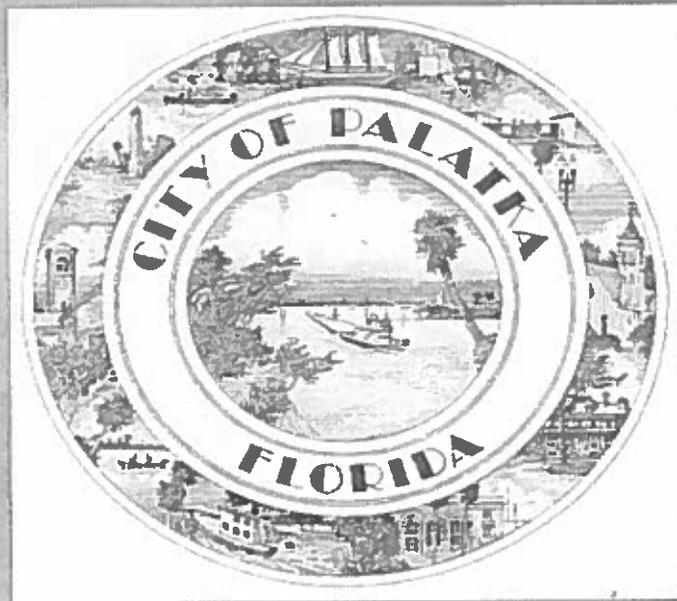
Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- *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 14-37 revising Zoning Code Section 94-261(f) as follows.

(f) Dimensions of parking spaces; aisle width. Each parking space shall be a minimum of ~~ten feet by 20 feet in size, except for non-public parking areas including display, fleet, and restricted parking, which shall be a minimum of nine feet by eighteen feet in size.~~



**PLANNING BOARD MEETING
MAR. 3, 2015**



Case 15-11

ZONING CODE TEXT AMENDMENT

Parking Space Width

Request to reduce parking space width

- Current: 10 by 20 feet
- Proposed: 9 by 18 feet



Case 15-11

ZONING CODE TEXT AMENDMENT

Parking Space Width

Background

- 2011 – Board recommended denial, Commission denied similar request
- Variances allowed for Family Dollar (Crill & Palm) & downtown Hampton Inn
- Board and Commission recently indicated interest in reducing width



Case 15-11

ZONING CODE TEXT AMENDMENT

Parking Space Width

Need & Justification

- Vehicles trending smaller
- Reducing paved areas reduces project costs & increases green space
- Industry standard
- City has allowed smaller spaces – formally & informally



Case 15-11

ZONING CODE TEXT AMENDMENT

Parking Space Width

Need & Justification

- Vehicles trending smaller
- Reducing paved areas reduces project costs & increases green space
- Industry standard
- City has allowed smaller spaces – formally & informally



Case 15-11

ZONING CODE TEXT AMENDMENT

Parking Space Width

Comprehensive Plan

- In keeping with FLUE policies promoting flexible & efficient site design, increasing open space.



Case 15-11
ZONING CODE TEXT AMENDMENT
Parking Space Width

Recommend approval of reducing
parking space width from 10 by 20 feet
to 9 by 18 feet

Agenda Item

10



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Alcoholic Beverage Code Section 10-6 to allow alcohol consumption in the River Center and in Riverfront Park buildings, with proper approvals and permissions - 1st Reading

SUMMARY:

This is first reading of an ordinance that will amend the Alcoholic Beverage Code to allow consumption or possession of alcohol in the River Center and in any buildings on the grounds of the Riverfront Park (which anticipates a possible restaurant there). Specific approvals would still be required through the Special Event or Facility Rental application processes, and all other elements of the alcoholic beverages and other codes would still be applicable. The Code now exempts from the prohibition buildings on the golf course and Ravines Gardens State Park, and also the Bronson-Mulholland House, Price-Martin Center, Larimer Center, Tilghman House, Chamber building, and airport buildings.

RECOMMENDED ACTION:

Pass on first reading an ordinance allowing alcohol consumption, with proper approvals, in the St. Johns River Center and in buildings on the grounds of the Riverfront Park. Second reading is scheduled for May 14.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	5/6/2015 - 3:23 PM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 3:32 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:47 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:50 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:39 PM

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, ADDING THE ST.
JOHNS RIVER CENTER AND BUILDINGS
ON THE GROUNDS OF THE RIVERFRONT
PARK TO THE LIST OF BUILDINGS
EXEMPTED FROM AN ALCOHOL
CONSUMPTION AND SERVING BAN;
PROVIDING FOR SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, all the necessary procedural steps have been accomplished, including two public hearings before the City Commission of the City of Palatka on May 14, 2015, and May 28, 2015; 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 Alcoholic Beverage Code Section shall be amended as follows.

Sec. 10-6. - Consumption or possession in certain public and private places.

- (a) It shall be unlawful for any person to consume or have in their possession any alcoholic beverage in any public park or recreation area, or on any public school property, or within any public building in the city; provided, however, this prohibition shall not apply to the buildings located on the premises of the municipal golf course, Ravine Gardens State Park, Riverfront Park, St. Johns River Center, Bronson-Mulholland House, Price-Martin Community Center, Larimer Arts Center, Tilghman House, Chamber of Commerce building, and Palatka Municipal Airport, when the alcoholic beverages are possessed or are being consumed thereon with the consent of the person, group or organization lawfully in charge of the excepted premises and in compliance with any applicable provisions of the Beverage Law.

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 28th day of May, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

*Agenda
Item*

11



CITY COMMISSION AGENDA ITEM

SUBJECT:

DISCUSSION & UPDATE of plans for a Restaurant in connection with Water Taxi Operation and Ship's Store at the Palatka Riverfront Park

1. Update of negotiations with PBM and Nippers; options regarding changing the size of the restaurant operation;
2. Discussion/presentation of parking supply and demand for the proposed development

SUMMARY:

Following the April 23rd City Commission meeting, the City Manager, Project Manager and City Manager met with Scott Lagasse of Palatka Boathouse Marina, LLC and Rudy Theale of Nippers, LLC. The purpose of the meeting was to discuss the possibility of reducing the size of the restaurant operation. A memo from the City Attorney outlining options related to the size of the restaurant shall be circulated prior to the meeting.

RECOMMENDED ACTION:

Staff requests the Commission select an option and/or give direction in reference to the size of the restaurant to facilitate negotiations and the grant application process with DEO.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Timeline	Backup Material
<input type="checkbox"/> Fred Fox Presentation 3-16-15	Backup Material
<input type="checkbox"/> Building Site Plan	Backup Material
<input type="checkbox"/> Building Rendering	Backup Material
<input type="checkbox"/> Floor Plan	Backup Material
<input type="checkbox"/> Riverfront Site Plan	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	5/5/2015 - 9:24 AM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 10:53 AM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:46 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:47 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:38 PM

May 13, 2015

Memo

To: City Manager, Mayor, and City Commissioners – City of Palatka

From: City Attorney

Re: Riverfront Restaurant Negotiations

In accord with a directive from the City Commission, discussions and negotiations were conducted with Scott Lagasse of “PBM” and Rudy Fields and other representatives of Nippers Beach Grille. In addition, a conference was held with Patrick Howard of the Florida Department of Economic Opportunity. Those in attendance at the conference with Mr. Howard included Fred Fox (whose firm assisted the City in the Grant Application which is currently pending and which would fund a portion of the riverfront development at issue), Jonathan Griffith, Mayor Hill, and the Director of Operations for Nipper’s Beach Grille.

In an effort to summarize the results of the discussions mentioned above, the following will be set forth as brief findings. Any or all of the findings can be discussed or explained in greater detail should any of the Commissioners or Mayor so desire.

1. Nipper’s Beach Grille (Nippers) remains committed to occupying and operating a Restaurant as part of the proposed Riverfront Development pursuant to a lease agreement. The terms of the lease have not been solidified but would involve payment of a lease rate that meets or exceeds “market rate” as determined by a Certified Appraiser.
2. Nippers is a named “participating party” under the Grant Application earlier submitted by the City. PBM is also a participating party under this application.
3. The Grant Application at issue is in the final stages of approval by the State of Florida. Essentially, it appears that funding of the Grant is now a matter of the City’s completing and submitting forms, including executed contracts signed by PBM and Nippers.
4. Under the Grant, the City would receive approximately \$1,050,000.00 to be used in the development described in the Grant application. Among the obligations undertaken by the City as a condition of Grant acceptance would be an agreement to pay to the State an amount each month representing a portion of the revenue generated by the improvements to which the grant funds are applied (“the project”). The “portion” to be paid is a percentage of the net revenue generated by the operation of the project, after deductions are made for certain allowable maintenance and other expenses. The percentage is based upon the amount of the Grant funds utilized in relation to the overall cost of the improvements to which the funds are applied. The City’s payment is perpetual – meaning that there is no scheduled end to the City’s obligation to pay. On the other hand, if the Restaurant operation is not successful and during any period of time, no net funds are generated by the operation of the project to which the Grant funds are applied, the City is NOT obligated to pay the State. Should the City at some point determine to sell “the project”, the City would be obligated to pay the State a percentage of the net sales revenue generated - again equal to the percentage of the Grant funds utilized as compared to the total cost of the project.

5. If the City requires that the size of the Riverfront Restaurant be reduced to the approximately sixty (60) seat capacity recently discussed, the following will occur:
 - a. Nippers will NOT be willing to establish or operate a Restaurant typical of their brand within the development. Rudy Fields (Nippers founder) would be willing to open and operate a “raw bar” type facility. However, he would require a license to serve alcoholic beverages (a C.O.P. license rather than the “Restaurant license contemplated for the larger restaurant); would not limit the amount of his revenue to be generated by the sale of alcohol; and would require the City to acquire the liquor license for him at City expense.
 - b. The State would allow the Grant already in progress to proceed if the size of the Restaurant is reduced (so long as the operator does NOT change). However, the amount of money available under the Grant would be drastically reduced because the Grant amount is based upon “job creation”. The current Grant amount was calculated based upon the assumption that 30 jobs would be created, 27 of these in the Restaurant. The approximate Grant funding formula is “\$34,999.00 for each job created”. Estimates of the number of jobs to be “lost” as the result of reducing the size of the Restaurant vary but seem to average at about 21 jobs LOST. This equates to a loss of approximately \$734,979.00 in Grant funding. If, for whatever reason, Nippers does not agree to operate the reduced size restaurant and the City seeks a different operator with which to contract, the Grant application will be REJECTED by the State. While a change in the size of the Restaurant is not a material change in the Grant application that will affect Grant award (only the amount of funds available), a change in a participating party is considered a material change and will result in the rejection of the Grant. Nippers is a participating party.
 - c. If the size of the Restaurant is reduced, its operation will theoretically generate less revenue. Since the Restaurant operation is technically pursuant to an agreement between PBM and the Restauranteur, a loss of revenue generated by the Restaurant will result in decreased revenue available to PBM and will affect its business plan for the overall operation of the development, including the operation of the Water Taxicab. This will likely result in PBM’s request that the City provide some consideration/funding to offset the lost revenue occasioned by the reduced size of the restaurant in order that PBM can operate the development on a profitable basis.
6. If Nippers does not operate a Restaurant/Raw Bar as part of the development and the City withdraws the current Grant Application, or it is rejected, the following will occur.
 - a. The City will receive no Grant funding under the current Grant application. The City could apply for a “new” Economic Development Grant. HOWEVER, the City would suffer negative impacts as a result of the withdrawal/rejection of the Current Grant and the submission of a “new” Grant application, even if the new Grant application was funded.
 - b. The negative impacts are related to the Grant cycle in which Grant applications are submitted and funded. The current Grant application was submitted and funded under a “ten year grant cycle” that has just ended. Any new Grant application would be submitted under the “new” ten year grant cycle.
 - c. It is likely that submitting a Grant application in the “new” grant cycle and receiving funding for it in the same amount as has been approved under the current Grant, would

result in the loss of at least \$750,000 and perhaps as much as 1,500,000.00 in additional Grant funds that would have otherwise been available during the “new” ten year Grant cycle (concept of loss of future funds verified by Patrick Howard – amount of Grant funds lost estimated by Fred Fox).

- d. .
 - i. The loss of otherwise available Grant funds during the new cycle is the result of the State’s deduction of “qualifying points” for each \$20,000 in Grant funds already awarded during a grant cycle. The City would receive NO deduction under the current Grant cycle for funds awarded under the previous grant cycle. However, funds awarded under the current Grant cycle would negatively impact the City’s ability to qualify for future grants during THIS grant cycle.
- 7. If the size of the Restaurant remains as contemplated in the plan already submitted (approximately 150 seats), a question has been raised regarding the availability of adequate parking to service the Restaurant and the other facilities in the immediate area. Rudy Fields has indicated that he has reviewed the “parking issue” and that he is confident that there is sufficient parking to accommodate all uses on a normal use basis – excluding use that occurs during some high volume parking events such as during certain fishing tournaments, etc. It should be noted that Fields contemplates using “valet parking” for a significant portion of his guests as he does at his other locations. This allows him to utilize “off-site parking” for his guests. Jonathan Griffith will present to the Commission at its up-coming meeting a diagram depicting available parking within a reasonable radius of the site at issue, along with a “count” of the available parking spaces.

Because of the nature of the impact associated with reducing the size of the Restaurant, it would seem most appropriate for the City Commission to make a decision regarding how these negotiations should proceed. If it is the City’s decision to move forward with the Restaurant as “sized” within the Grant application currently pending, City staff will proceed to formulate contracts necessary to accomplish this goal. On the other hand, if it is the City Commission’s decision to reduce the size of the Restaurant to a capacity of 60 to 70 seats, then the City should also decide whether it is willing to accept a “raw-bar” type concept of the type which Nippers is willing to operate with all of the attendant circumstances that this will entail, i.e. reliance upon alcohol rather than food sales as the primary revenue generator. If the City wishes to reduce the size of the Restaurant but is not willing to accept the “raw-bar” concept proposed by Nippers, then a different Restaurant operator must be selected and this will necessitate withdrawal of the current Grant application (or its rejection by the State).

Please contact me with any questions which you may wish me to address.

Respectfully Submitted,

Don Holmes

Timeline



Date	Event
2002-2005	Water Taxi Funds appropriated
2005-2012	City issued three (3) RFP's for 100 block and highrise property redevelopment and were unsuccessful
Winter 2010	Riverfront Masterplan adopted
3/26/2013	RFP advertisement for a qualified operator to lease the City of Palatka Riverfront Concessions and to provide a complete Water and Dock Operations Services - Palatka Daily News
5/6/2013	Two responses received from Palatka Boathouse Marina, LLC and R&R Marines Services, LLC
5/14/2013	Water and Dock Operations Services - Selection Committee Meeting
5/23/2013	City approves Palatka Boathouse Marina as the top ranked respondent - City Commission Meeting
June 2013-July 2014	Contract negotiations, operator due diligence and business Performa refinement
7/26/2014	First Public Hearing Advertisement - Palatka Daily News
8/7/2014	City Commission Meeting - First Public Hearing
9/23/2014	Citizen Advisory Task Force Meeting to hear grant proposal
10/16/2014	Second Public Hearing advertisement - Palatka Daily News
10/23/2014	Second Public Hearing - City Commission Meeting
10/23/2014	City Commission Meeting - Authorization to submit grant application
January 2015	City submits DEO grant application

**CITY OF PALATKA
FFY 2013 CDBG
ECONOMIC DEVELOPMENT APPLICATION
PROJECT DESCRIPTION**

Project Area Boundaries:

Southern portion of the Palatka Riverfront Park

Project Description:

The City will be entering into a contract with PBM, LLC for management of the proposed operations in the Palatka Riverfront Park. PBM's proposed responsibilities include the operation of a two vessel water taxi service, the operation of a marine fueling facility and the responsibility for maintaining the water taxi terminal/ship's store/restaurant/public restroom facility. PBM LLC proposes to create three (3) full time equivalent new jobs relating to the operation of the water taxi service, ship's store and marine fueling facilities.

PBM, LLC is sub-leasing the 150 seat restaurant to Nippers Palatka LLC, an experienced restaurateur with four (4) existing restaurant facilities in Northeast Florida. Nippers Palatka LLC is committing to create at least twenty-seven (27) new full time equivalent jobs at the restaurant facility.

Based upon the creation of the thirty (30) full time equivalent positions described above, the City has received a waiver and submitted an application to DEO requesting \$1,049,970.00. in CDBG grant funding

Grant Funded Activities

Activities:

Building Construction – Construct the restaurant portion of the taxi terminal/restaurant/ship's store/public restroom building

Activity	Description	CDBG Cost
Building Construction	Construct the Restaurant Portion of the Building	\$ 691,970.00

Marine Fueling Facility – The development of a marine fueling facility at the Palatka Riverfront Park to sell marine fuel to both recreational and commercial vessels

Activity	Description	CDBG Cost
Marine Fueling Facility	Construct Marine Fueling Facility	\$ 275,000.00

Administration		<u>\$ 83,000.00</u>
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Total		\$ 1,049,970.00
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The source and use of funds for the project is as follows:

Activity	CDBG	DOT Funds	Developer Funding	Total
Primary Project				
Construction of the Building Facility	691,970.00	270,000.00	0.00	961,970.00
Marine Fueling Facility	275,000.00	0.00	0.00	275,000.00
PBM, LLC Initial Inventory	0.00	0.00	28,000.00	28,000.00
Restaurant Completion	0.00	0.00	100,000.00	100,000.00
Administration	83,000.00	0.00	0.00	83,000.00
Total	1,049,970.00	270,000.00	128,000.00	1,447,970.00

SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FACT SHEET

- CDBG Program is funded through US Department of Housing & Urban Development (HUD).
- Funds are disbursed to larger Cities and Counties known as Entitlement Communities directly by HUD. Smaller Cities and Counties, including Palatka, compete for a pot of funds HUD gives to the State of Florida.
- City of Palatka competes for these funds through a competitive application process carried out by the Florida Department of Economic Opportunity (DEO).
- The CDBG PROGRAM has four funding categories:

Housing Rehabilitation (HR);
Commercial Revitalization (CR);
Neighborhood Revitalization (NR); and
Economic Development (ED).

SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FACT SHEET (continued)

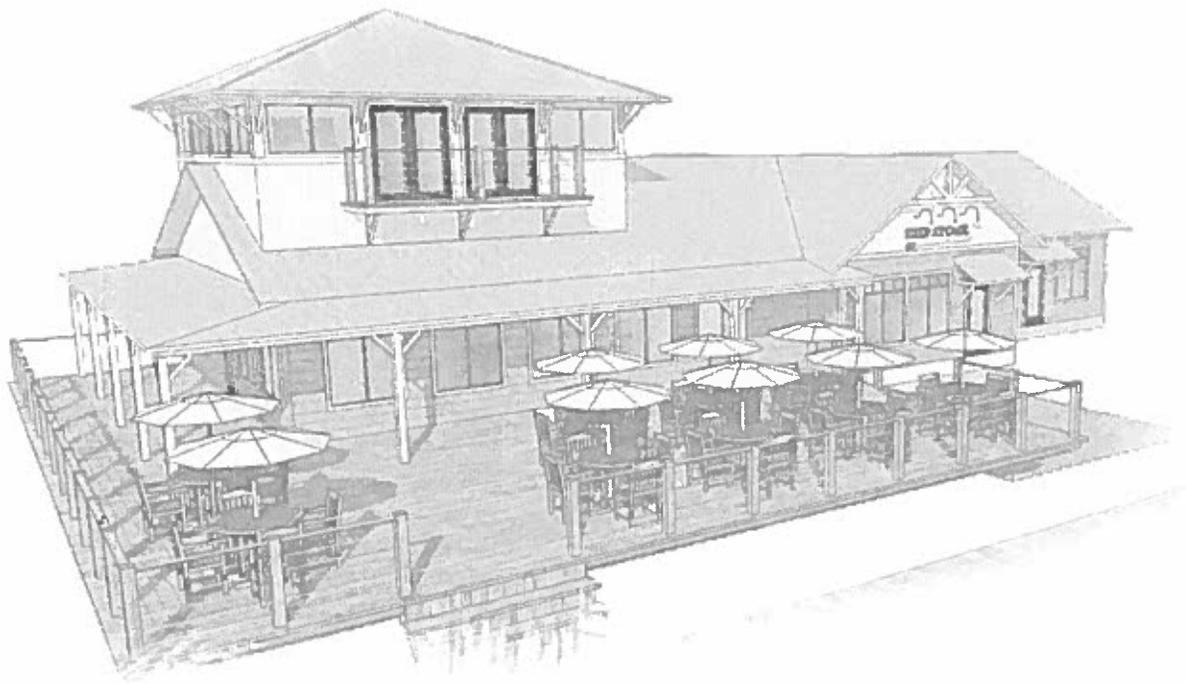
- DEO is in the process of finalizing a new CDBG program rule which will become effective for the FFY 2014 application cycle. Applications for the FFY 2014 application cycle will be due in early June 2015.
- Under the new rule, the maximum amount the City of Palatka can apply for in the HR, CR, and NR categories is \$750,000.00
- Under the new rule, the maximum amount the City can apply for in the ED category is \$1,500,000.00. However, the Participating Party (private business job creator) must commit to creating one full time equivalent new job for each \$34,999.00 in CDBG grant funds being requested by the City.

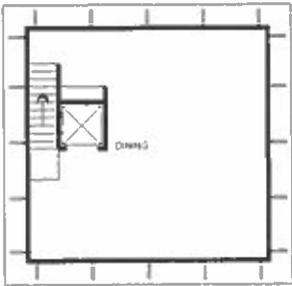
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FACT SHEET (continued)

- The Community Wide Needs Score (CWNS) which is established by DEO based upon the latest census information drives the HR, CR and NR program categories. The CWNS resets approximately three to four years after each census is completed. Once a CWNS resets it stays in place until the information from the next census is used. This is normally a 10 year period. To spread the available funds throughout the eligible communities within the state, as communities enter into CDBG funded contracts with DEO the communities CWNS is reduced by 1 point for each \$20,000 or portion thereof in grant funding the community receives until the CWNS reset again or reaches zero. The CWNS is resetting for the upcoming FFY 2014 application cycle. The City's new CWNS is 153.57 out of a maximum 250.00 points. This is in the upper 10% of CWNS. Only 17 of the 246 eligible CDBG Small Cities communities have a higher CWNS than Palatka. Thus, the recently submitted ED grant application for the riverfront marina and restaurant project, if submitted for the FFY 2014 application cycle would have resulted in the City's CWNS being reduced 53 points.

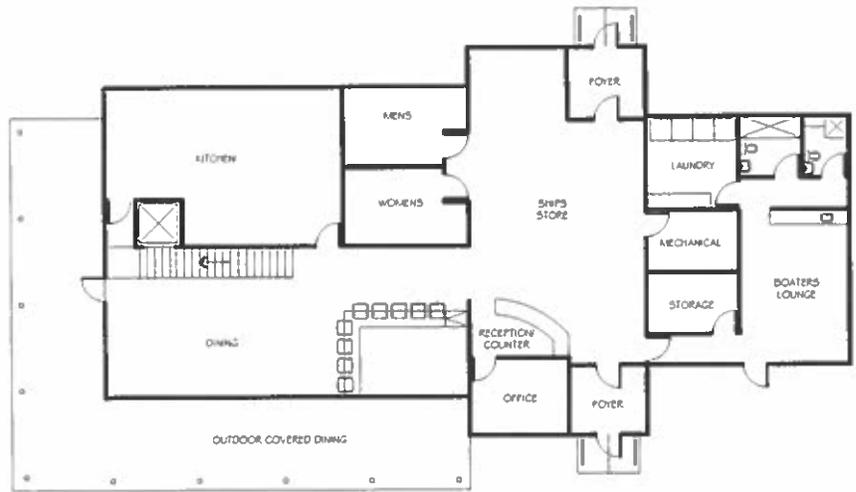
**SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM FACT SHEET (continued)**

- The City also received a grant for \$750,000.00 in the CR category in the FFY 2013 application cycle. These funds will be used to incorporate short Laurel Street into the adjacent parking lot and to revamp the walk along the riverfront.
- The Riverfront Park marina and restaurant application in the ED category is currently in DEO. If the application is successful funding will also come through the FFY 2013 application cycle. Thus if the ED grant is funded with FFY 2013 application cycle funding it would not impact the City's new CWNS.

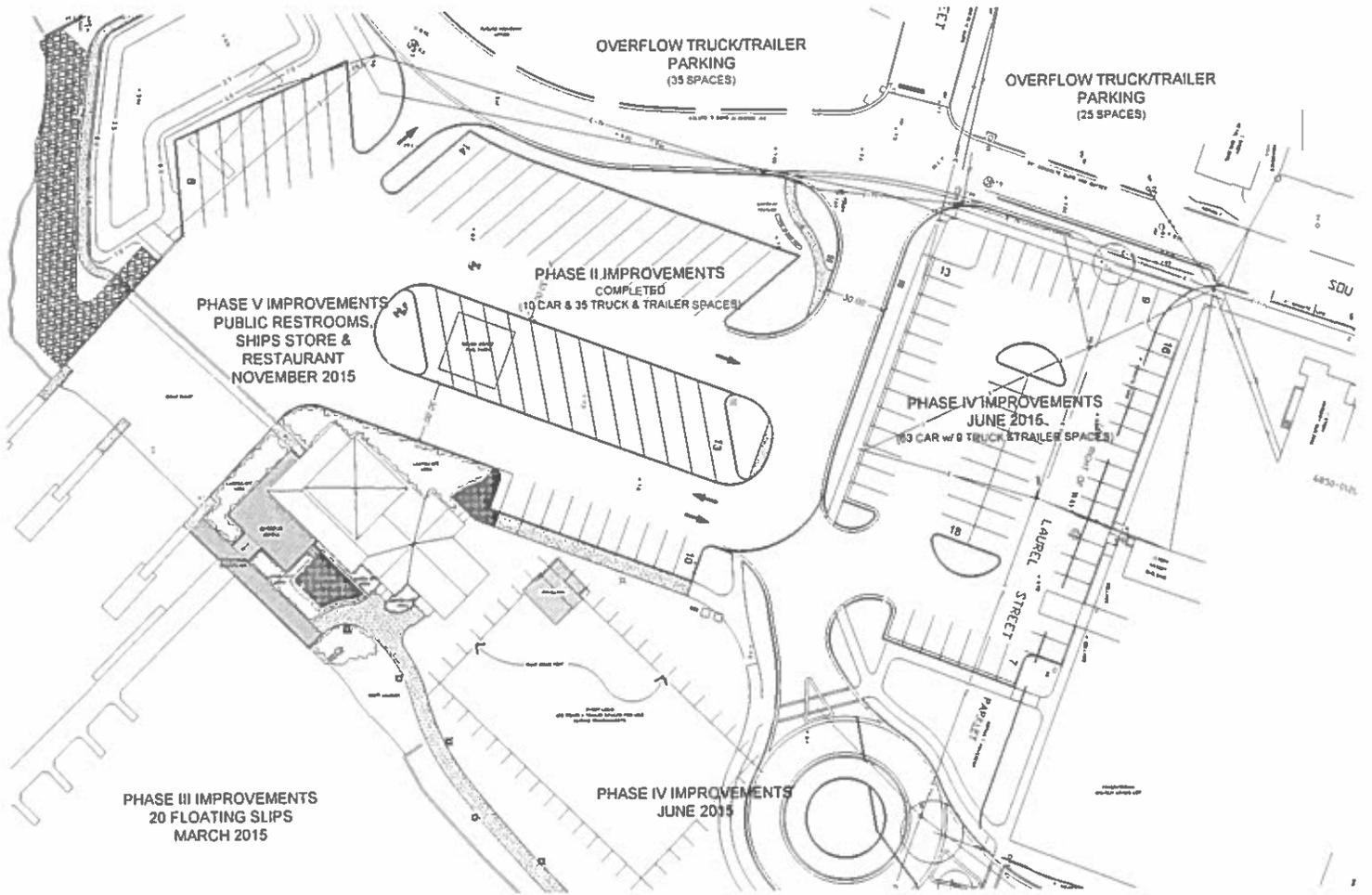




SECOND FLOOR



FIRST FLOOR



*Agenda
Item*

12



CITY COMMISSION AGENDA ITEM

SUBJECT:
DISCUSSION - Performance Audit Services

SUMMARY:
At the April 23rd meeting Mayor Hill said he would bring back information regarding a Performance Audit to the next meeting. Attached is a proposal from a firm that conducts Performance Audits.

RECOMMENDED ACTION:
For discussion.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposal	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 3:45 PM
City Clerk	Driggers, Betsy	Approved	5/6/2015 - 3:47 PM
City Manager	Bush, Allen	Approved	5/7/2015 - 9:49 AM
Finance	Reynolds, Matt	Approved	5/7/2015 - 4:51 PM
City Clerk	Driggers, Betsy	Approved	5/7/2015 - 5:39 PM

HCT

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

**City of Palatka
Request for Proposals
Professional Auditing Services
May 5, 2015**

2015

Proposal to Provide Performance Audit Services
City of Palatka, Florida (City wide Planning Process)

May 4, 2015

Mayor Terrill Hill
City of Palatka, Florida
201 North 2nd Street
Palatka, Florida 32177

Dear Mayor Hill:

HCT Certified Public Accountants and Consultants LLP (HCT) appreciates the opportunity to present a proposal for Performance Audit Services. We are pleased to present our proposal to provide these services to the County and have included the information requested in your RFP.

Performance auditing is a discipline that can be tailored to the individual needs of the client within the scope of services and depth of analysis and reporting desired. By working closely with the City finance and procurement Staff to customize our process and procedures to meet your exact need, we can design an approach that meet the expectations of all stakeholders involved while staying within your budget parameters. We believe that the approach outlined herein accomplishes those tasks. However, we are willing to work with the City to refine the approach to better meet your needs.

We have brought together a team of national governmental experts and local Florida resources to serve the City of Palatka. HCT Certified Public Accountants and Consultants LLP is a State of Florida firm with consulting and performance auditing experience at the Federal, State and Local Government levels. Our firm is committed to work with the City and will offer a seamless, coordinated quality of service.

Based upon the requirements and desired outcome of this project, we feel that HCT has the unique capabilities to make this project an unqualified success. HCT is an experienced, stable and well-respected consulting and accounting firm with a strong State and Local Government commitment. We have delivered high value to our clients for decades, and we feel that we are well-suited to help the City. HCT and our Team are strong in a number of attributes that we feel are important to the success of this project:

Sincerely,



Roderick Harvey CPA, CVA
Managing Member

Understanding of the Scope and Objectives, Technical Approach and Work Plan Presented

HCT Certified Public Accountants and Consultants LLP proposes to provide the performance auditing services using our Performance Audit Methodology as described herein. All performance audit staff and all subject matter experts are fully compliant with the Yellow Book requirements. Our performance audit process methodology is described as follows:

HCT's Performance Audit Process requires additional upfront analysis and executive level support from both the management of the auditee (or third party audit requestor) and from HCT's audit executives and subject matter experts due to the nature of Performance Auditing. As contrasted to financial and compliance audits, where a well-defined scope is understood and supporting audit guidance is supplied well in advance of an audit, each individual performance audit is designed to meet the needs of the audit user within the framework of the nature and profile of the specific program or process that is the subject of the audit. In other words, the typical objective for a financial and compliance audit is to opine on financial position and results of operations in compliance with program requirements. The objective for a performance audit may be to determine whether programs are operated in an economic and efficient manner or whether the program is achieving its desired outcomes. This requires a great deal of executive involvement in the definition, scoping and planning phases of the audit on the part of the auditor and the party requesting the audit (which may not be the auditee). Audit risk in the performance audit context includes whether the scope and objectives have been defined in a manner that lends itself to objective, independent assessment.

Our process is:

1. Determine Scope and Objectives

In conjunction with The City, we will perform a needs assessment to assist in the determination of the scope and objectives to be audited. Due to the variable nature of the potential scope and objectives of performance audits, we, and the audit requestor, need to have an understanding of the nature and profile of the program or process to be audited and the goals of the audit requestor or governing entity directing the need for the audit. If the requestor's need is to determine whether the appropriate class of recipients of a particular program are being served, a pure economy and efficiency audit approach will not meet the audit need, even though there may be economy and efficiency objectives eventually included in the overall scope. A clear definition of the Audit Scope and Audit Objectives will be the product and deliverable for this step.

2. Assess Risk and Significance

Audit risk, similar to the risk in financial audits, is the risk that the auditor will not develop appropriate tests or gather sufficient competent evidential matter to support findings, conclusions or recommendations, or that there will be intentional misrepresentation or fraud related to the audit scope or objectives. We will assess risk around the audit scope and objectives to assist in the design of appropriate audit procedures.

In a manner similar to the role materiality plays in a financial audit, significance plays an important part in planning a performance audit. Significance is evaluated and used in the planning process and in the audit conclusion process as well. Significance is the relative importance of a matter or objective in light of the overall program or audit scope. Significance can have a financial or compliance component or be completely non-financial, but highly important based on the magnitude of the matter in relation to the program and its objectives. Significance has a qualitative and quantitative aspect and must be determined within the program context and within the Needs Assessment of The City.

Based on the Risk Assessment and Determination of Significance, we will determine the universe of potential and actual controls and their relationship to the audit objectives.

3. Identify Criteria and Measurement

In a financial audit, the criteria to be measured may include asset values, transaction approval processes or certain compliance requirements that do not vary significantly from one audit to another. In a performance audit, the audit must identify the criteria that will support the assertions to be tested as well as determine what the appropriate measurement may be for the significant criterion. Relevant criteria form the context for evaluating the evidence gathered in the audit process and provide the basis for reporting findings that fail to meet the expected criteria. Criteria identified as significant to audit objectives must be measurable in order to determine whether the program has met its objectives. In certain instances, data to measure criteria against may be poorly defined or not readily available. In each instance, we will prepare a Program Requirements Definition and Compliance Matrix to assist in the evaluation of which criteria will be subject to audit, what measurement will be used to determine adherence to the criteria, and what compliance requirements apply. This will allow audit steps to be focused in areas more significant to the objectives of the audit.

4. Define Engagement Methodology

In conjunction with the identification of program criteria and how such criteria are to be measured, we will define the engagement methodology. The engagement methodology is the determination of the planned nature and extent of testing to determine whether the criteria audited meet the program requirements in accordance with the measurement basis. In this step a determination may be made as to whether outside experts or specialists are required to assist in either the design or execution of particular testing or in the development of measurement criteria where none is available by other means.

Steps One Through Four Collectively Form The Basis For The Audit Plan

5. Perform Audit Procedures and Develop Findings

In whatever type of audit is performed, sufficient, appropriate evidential matter must be obtained to provide a reasonable basis for findings and conclusions. Appropriateness is the measure of the quality of the evidence while sufficiency is the determination of the quantity of evidence. Each audit is designed, based on the audit plan, to gather and document the required quantitative and qualitative evidence necessary to support the findings and conclusions related to the criteria tested.

Adequate planning, proper supervision and efficient execution are the keys to an effective audit process. Our project management process, applied throughout these segments will assure the audit requestor that the audit is planned, performed and reported on to meet or exceed expectations.

Findings will be developed and written using the standard reporting criteria included in *Government Auditing Standards*. In performance audits, the Criteria portion of potential findings is developed as a part of the planning process. Condition, Effect and Cause are identified and delineated through the testing and finding development process. In some instances, certain elements of finding development cannot be identified.

For example, Cause can have many interrelated facets that prevent specific identification of all of the causal elements that came together to form the condition observed. We will report the root causes of the condition to the extent possible and report as to whether additional factors may be present that were not able to be fully identified.

6. Report Findings

For each engagement we will prepare a performance audit report which may include an opinion related to the scope and objectives identified and will include management recommendations for changes in policies and procedures to assist the auditee or audit requestor with program or process improvement for future periods. A draft and final audit report will be prepared and notation will be made of auditee response where appropriate.

7. Issue Resolution and Follow Up

Based on the needs of the audit requestor, we can be available for additional post-issuance processes to advise the auditee on resolution of audit findings (Action Plan) or to provide potential monitoring or additional follow-up or procedures to test whether audit findings have been resolved (Findings Resolution Report). These are optional steps that may be performed based on the needs of the audit requestor or the auditee.

Provide a work plan, timeline of events, and a description of the events that the proposer will perform to deliver the services and how those plans are to be executed.

Event	Timeline	Deliverable
Conduct meeting with City audit department and project manager. Begin initial scoping of work	Within 20 days of notice to proceed	Entrance conference outline and related documents
Complete and submit performance audit plan and tailored audit program	7 days from initial meeting	Audit Plan and Audit program document(s)
Entrance Conference	As soon as possible	Meeting outline
Conduct fieldwork and completion of status reports	Started within 30 days (or less) from notice to proceed. Status report meetings held weekly.	Progress report document
Completion and submission of findings	At completion of major project segments as identified in plan	Statements of Findings document
Complete audit work papers and submit to City audit department	At completion of project segments	Completed Performance Audit Work papers
Finalize fieldwork	45 days from Award	End of fieldwork memo
Draft Report to City audit department and project manager	60 days from Award	Draft report of findings to be reviewed and provided to the auditee
Informal exit conference with City audit department, project manager and auditee	At direction of City audit department	Meeting Notes
Formal exit conference with City audit department, project manager and auditee	Within 10 days of informal exit conference	Meeting Notes
Final Report to City audit department	Following incorporation of auditee comments (20 day period)	Final Report of findings
Presentation to City Commission	On request	Presentation regarding Final Report of findings

Develop Entrance Meeting and Performance Audit Plan

Upon receiving an Award, we will meet with the City finance department personnel and the project manager to discuss the initial scope of the engagement. After agreement is reached regarding the project scope, we will complete a scoping package and prepare a detailed audit program. The Entrance Conference and scoping meeting will include obtaining information including:

- Specific guidance related to the scope of the project and identify any unique staffing requirements or subject matter expertise needed
- Define the contact information and status update frequency needs for the City audit department and project manager
- Obtain access to relevant data, policy and procedure manuals, flow charts and process maps for each function to be included in the performance audit
- Discuss timing and process for the engagement

After the project requirements are defined, we will prepare the performance audit plan and complete any revisions to the audit program. The audit plan will include a general profile of the auditee and will likely include:

- Financial summary including budget and revenue sources, if any

-
- Organization structure
 - Regulatory environment
 - Any prior reports or statistical or demographic reports regarding operations
 - Other information identified by the City or performance audit team

Formal Entrance Conference

We will conduct an entrance conference with appropriate auditee staff and management along with the City audit department and the project manager. At a minimum, the entrance conference will describe the process and time line to be followed, along with a review of the performance audit program and work plan.

Completion of procedures

Within 30 days of the notice to proceed, fieldwork will be initiated. Prior to the beginning of fieldwork, the audit scope and any revisions to the audit program documents will be completed and submitted for approval. The program will focus on multiple areas of review and will be staffed in alignment with the activities and complexity of the engagement and the expertise of the individuals assigned. Due to the nature of the auditee functions, multiple engagement teams may be used to assure timely completion and reporting.

Preparing and Submitting Audit Report or Summaries

Upon completion of the performance audit fieldwork, we will prepare a draft audit report for the work performed. The draft report will include an Executive Summary, Background, Objective, Scope, Methodology, Results and Findings. The report will also include appendices with any necessary tables and schedules to support the findings in the report as needed. Information to be included in these sections will include, at a minimum:

Executive Summary

A summary of the auditee, the scope, process and program used in carrying out the performance audit and a high-level summary of findings and recommendations.

Background

A summary of the auditee and the scope of its operations subject to analysis.

Objective, Scope and Methodology

The report will include a restatement of the objectives of the engagement as agreed to by the City audit department and project manager, the criteria for evaluation, an explanation of how the objectives were planned to be met by the performance audit and any changes which were required during the course of the engagement. The report will also include a summary of the scope and methodology used, the time period analyzed, the primary information reviewed, and any individuals interviewed in conjunction with the engagement.

Results and Findings

The majority of the report will be devoted to summarizing the results and findings from the testing and analysis performed. This portion will be tailored to the unique circumstances of each auditee but is anticipated to include:

- Summary information on the operations of the entity
- Authority and reporting relationships
- Analysis of each area subject to audit using the five-part reporting sequence set out in *Government Auditing Standards* as follows:
 - Criteria – What was the expected or required state supporting the objective
 - Condition – What was found during the engagement

- Effect – What is the result of the condition meeting or failing to meet the criteria
- Cause – If it can be determined, what was the root cause of the condition failing to meet the expected criteria (expressed in terms of policy and procedure failure, human error, or circumstances beyond the control of the entity to the extent that it can be ascertained)
- Recommendation – What, in our professional judgment, can be done to correct or improve processes or service delivery

The exact format of the report will be modified or tailored to any requested format prescribed by the City audit department and project manager.

Meetings and Communication

In addition to preparing a formal report to the Board of City Commissioners, we will participate in various meetings while conducting the performance audit. Our project management approach is described in further detail within this proposal. We will maintain active, ongoing dialogue with the City audit department and Project Manager during the completion of the engagement. In addition to informal discussions throughout, formal meetings will be conducted prior to the commencement of fieldwork, status meetings will be completed throughout the engagement process (weekly) and a wrap up meeting will be held at the completion of fieldwork. We will participate in both an entrance conference and an exit conference with appropriate auditee client personnel along with the City audit department and project manager. As requested we will conduct a workshop for the BOCC regarding the process and results.

Proposed Detailed Work Plan

- Secure Background Documentation and Data
 - Statutory Provisions
 - Governance Structure
 - Program Policies and Procedures
 - Comprehensive Plan
 - Other Related Planning Documents
 - Intergovernmental Agreements (or working arrangements) with Related Entities
- Synthesize Key Performance Measures and Criteria from Background Data and Documentation
- Develop Risk Assessment for significant items to determine emphasis in fieldwork
- Develop criteria and expected condition statements to use as the basis to measure performance
- Develop testing strategy
- Identify key stakeholder interviews required
- Conduct tests and interviews
- Develop Preliminary Findings
- Refine and validate findings
- Develop draft report

In addition to these steps, our GIS subject matter expert will perform a separate analysis of the GIS systems in place to develop any significant findings or recommendations related to that issue.

Provide your understanding of key best management practices and industry standards for the areas being audited.

Planning is no longer adopting a comprehensive plan and overseeing occasional zoning variances. Planning best practices include coordination with many significant interest groups throughout the City, coordinating with other jurisdictions within the City and with neighboring counties to achieve a better quality of life for every citizen. Coordination with city interests in urban forestry and stemming urban sprawl as well as integration of wildlife management, hazard mitigation and pollution remediation, economic development efforts, and non-traditional uses of existing infrastructure such as transportation corridors, such as some of the linear recreational parks that have been developed in abandoned rail corridors.

Describe any innovative approaches to provide the services or with the implementation of the project.

Every planning process is misunderstood by the constituencies that it serves. Citizens rarely understand the process, the overlapping jurisdictions, or how or where to get questions answered. City of Palatka communicates periodically through staffers in the City of Palatka Water Commission's billing process. We propose to develop a questionnaire gauged to ascertain the level of understanding about the City wide planning process among the citizenry to help the City refine its communication process related to planning.

Provide a comprehensive list of all positions, position description, and the number of full-time employees in those positions.

Position	Position Description	# of Full-Time Employees at Office	# of Full Time Employees on Project
Partner	Responsible for coordinating all segments of the engagement, primary point of contact and responsible for all audit deliverables. Ascertain that professional standards have been complied with throughout the engagement; and directing and controlling the efforts of all personnel assigned to the engagement.	1	1
Audit Manager	Manages the timely and effective completion of assigned audits, including delegation of audit modules to project team members and overseeing the delivery of output. Reviews the thoroughness of work papers and updates team and management on progress.	1	1
Senior Auditor	Create and review the controls needed for data accumulation and reporting systems	2	2
Staff Auditor	Performs a broad range of accounting, auditing, tax, and consulting activities for their clients, which may be corporations, governments, nonprofit organizations, or individuals.	1	1
Shareholder	Oversees Engagement Team and is authorized to make representations for the engagement team and MSL.	1	1
Principal	Responsible for planning and overseeing audit procedures performed for the engagement.	2	1
Manager	Oversees the preparation of the financial statements and coordinates services provided for the engagement.	2	1
Supervisors	Oversees the engagement's team of staff and senior accountants and works with clients' management to develop strong relationships, resolve issues arising from the audit, and ensure that the engagement is performed in a manner that is consistent with the clients' goals.	3	0
Senior Staff	Responsible for achieving the audit objectives and developing strong relationships, proactively resolving issues arising from the audit process and ensuring that the engagement is performed in a manner that is consistent with the clients' goals.	4	1
Staff	Works closely with the engagement team on the audit and ensure the engagement is performed in a manner that is consistent with the clients' goals.	5	1

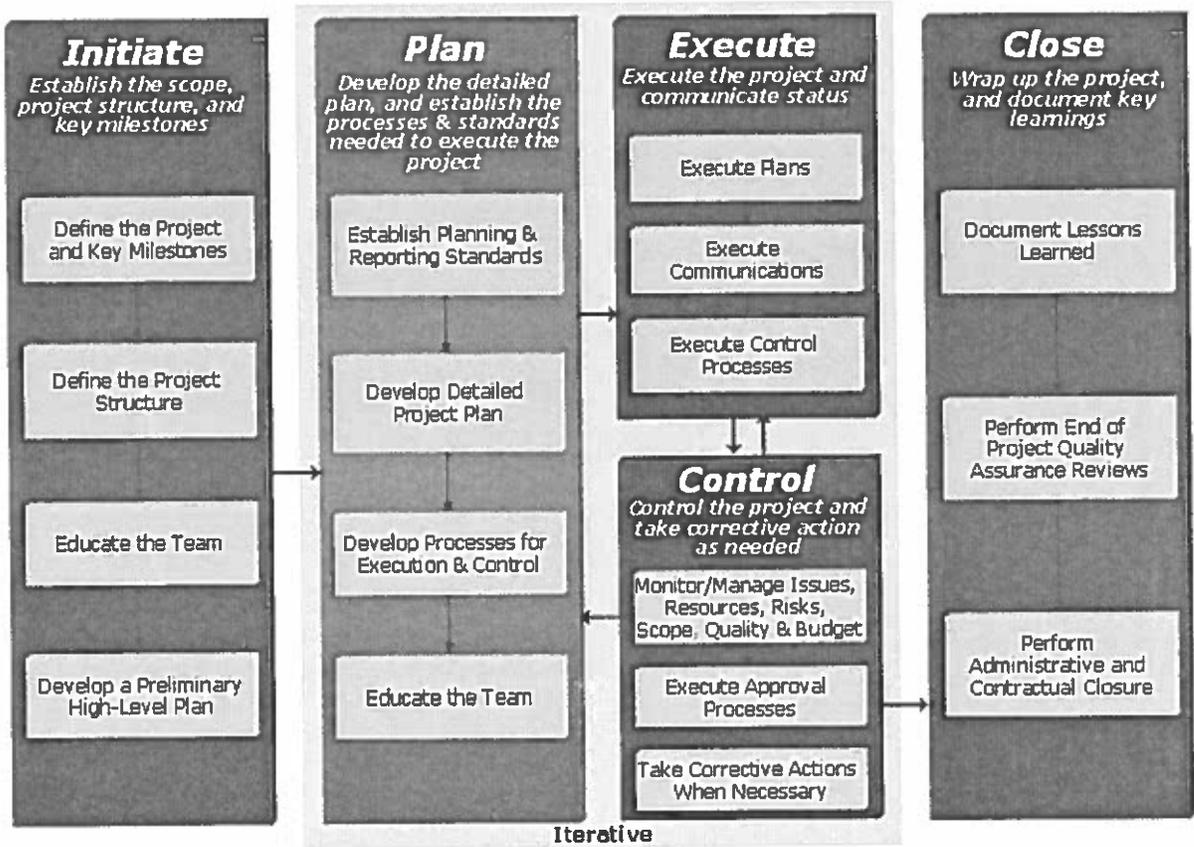
Provide a narrative outlining how the Proposer manages an assigned project in order to meet schedule and budget requirements.

HCT leverage the framework's tools and techniques combined with HCT's best practice engagement management methodologies to deliver top-notch, high quality client service. Our methodology provides a proven foundation for delivering large, complex projects where there are a number of simultaneous activities occurring across workstreams, project teams, geographies or organizational units.

Project management is a set of processes and standards used to manage work efforts with dependencies across groups, teams or activities, while keeping all parties aligned to deliver a common goal.

Throughout the engagement lifecycle, all parties must stay aligned to the purpose (what needs to be done), the organization (who is responsible for each activity), the methodology (how the work will be executed) and the timing (when the work will be done).

- **Aligned on Purpose (What are we doing?)** HCT works with you to define and regularly communicate the purpose of the initiative. Keeping the team focused and aligned on the scope of what needs to be delivered and what requires daily attention is critical to an initiative's success. Our engagement teams will deliver status reports communicating their activities and progress made, which will be combined into an engagement summary report. Teams will update plan progress in alignment with the project schedule and expected delivery time tables.
- **Aligned on Organization (Who is doing it?)** HCT works with you to define and regularly confirm and communicate the structure, organization and responsibilities of the initiative. Ownership, accountability and communication are essential in eliminating confusion and delay in resolving issues, particularly when the team is comprised of a number of resources from many different organizations or organizational units. Our resource management plan will allocate HCT professionals and contractors by region, project phase and key activity.
- **Aligned on Methodology (How are we doing it?)** HCT works with you to define and communicate the overall methodology and standard terminology used for the initiative. Using a common set of terms, phases and activities for delivery across the initiative makes it easier for teams to communicate with each other, identify dependencies and determine appropriate delivery dates. This is a critical aspect of effective engagement management, and these early efforts provide the "how to" for the remainder of the project. Project management tools and templates, combined with specific engagement deliverables, will provide standardization across the engagement teams. The communication of lessons learned, common processes, needs assessments and other shared data points will ensure consistency and quality of delivery. Communicating and delivering a common set of expectations or updates to the engagement teams will remain smooth and consistent based on HCT's best practice project management framework and standard delivery protocols.
- **Aligned on Timing (When are we doing it?)** HCT works with you to establish and manage a high-level integrated master plan with key delivery dates. Our team and your management must easily understand whether or not the initiative is delivering on time and budget, identify potential problems early in the process and make the necessary adjustments to deliver successfully. The ability to manage schedule will be critical to this project as there will be simultaneous, parallel activities occurring. Waterfall master planning techniques allow lower-level engagement teams to update percentage completion by phase and key activity for the segments they are assigned to, which will roll up to the integrated master plan. This will give a summary view of progress across the engagement and allow management to efficiently make adjustments to the project schedule and resource management plans.



Project Management Methodology Summary Descriptions

A summary description of each phase of our engagement management methodology follows. Throughout the engagement lifecycle, we will manage and monitor risks to the entity and the project. We will document the relevant risks, develop the appropriate risk response strategies, and monitor risks throughout the project. By performing an ongoing assessment of risk, we are able to mitigate the potential impact should a significant problem or issue occur.

Initiate	
<p>There are several distinct goals in the project initiation phase. Program Management Office (PMO) professionals gain an understanding of the client’s people, culture, processes and technologies at high-level, reviewing policies, procedures and other documentation to ramp-up. The PMO performs a risk assessment to identify potential challenges that may arise during the project. During project initiation, the team also defines the project scope, key milestones and engagement roles and responsibilities, and a Project Charter is established to govern the project</p>	
<p>Define and confirm the scope, as well as the overall structure of the project, including roles, responsibilities and communication flow. Establish an initial high-level project plan, and begin defining the detailed activities within the project.</p>	<ul style="list-style-type: none"> ▪ Define the Project and Key Milestones <ul style="list-style-type: none"> a. Define project scope b. Define risks c. Define major milestones and due dates d. Define dependencies e. Define budget f. Develop the project overview g. Develop the project charter, if applicable ▪ Define the Project Structure <ul style="list-style-type: none"> a. Identify and clarify roles and responsibilities b. Identify staffing c. Develop high-level project staffing structure d. Develop high-level communication plan ▪ Educate the Team on the Project ▪ Develop the Preliminary Plan

Plan	
<p>The PMO develops the integrated master plan, including the overall project schedule and resource management plans. To provide stability and project consistency, the engagement management team develops the initial set of engagement and project management deliverable templates that will be used by the engagement leaders to standardize our delivery approach. These are critical activities that have a direct impact on engagement quality, project efficiency and change management. Communication protocols, including project status reporting, are further defined and communicated to the teams and others impacted by the project. The team leaders input into deliverable formats, tools and templates to execute the project are incorporated into the process to provide a robust, standard approach to delivery. The goal here is simple, efficient project execution combined with best practice industry knowledge and experience.</p>	
<p>Establish tools, processes, standards and templates needed to support the project. Develop an initial integrated master plan and plans for each activity within the project</p>	<ul style="list-style-type: none"> ▪ Establish Planning and Reporting Standards <ol style="list-style-type: none"> a. Set expectations/standards for project managers b. Define and develop reporting templates (e.g. status, performance, etc.); utilize existing templates (in knowledge management repository) c. Develop/identify plans and tools for tracking (e.g. issues, requirements, budget, project documentation, etc.) ▪ Develop Plan <ol style="list-style-type: none"> a. Develop detailed project plan b. Refine/update the project charter c. Refine project structure, communication flow and program overview documentation (as needed) ▪ Develop Processes for Execution and Control <ol style="list-style-type: none"> a. Manage and update the master plan b. Manage and update the detailed plans by project c. Manage and update issues d. Manage and escalate risks e. Manage scope f. Manage resources g. Control quality and approve deliverables h. Track budget to actual

Execute

The remaining project phases focus on execution and delivery, and the PMO provides the overall management of the effort. The PMO manages the project schedule and adjusts as necessary. Communications to management and downstream to the project team are consistent and timely, and they are designed to quickly and efficiently communicate adjustments as required. The PMO manages issues resolution, risks monitoring, scope adjustments/alignment, resource constraints/issues, and key deliverable status to keep the engagement on track and on budget. Project Managers who oversee the engagement teams provide the PMO bottom-up feedback via project status reports, and they communicate key accomplishments, project status, percentage completion of key activities and other engagement issues/challenges to the project management leadership. All of this information is used to make adjustments and steer the ship with the end goal in mind.

Execute the project, and keep all activities within the project aligned. Manage the plans, issues, risks, quality, scope and budget. Communicate regularly to all necessary parties. Control project assets to ensure that changes are controlled and promulgated appropriately.

- **Document and Communicate Lessons Learned**
- **Execute Plan**
 - a. Manage and update the project plan
 - b. Manage budget to actuals
 - c. Manage project schedule and resources
- **Execute Communications**
 - a. Conduct project status meetings
 - b. Distribute project information to all necessary parties
- **Execute Control Processes**
 - a. Issue management
 - b. Risk management
 - c. Scope management
 - d. Change/configuration management
 - e. Quality assurance
 - f. Budget management
 - g. Resource management

Control	
<p>It is essential in managing complex, large-scale engagements to consider the impact of changes that arise during project execution. The PMO takes the primary role in monitoring and managing the myriad of adjustments, taking into consideration issue and process remediation status, overall deliverable quality, risk management, scope changes (and management), and budget to actual reporting. The overarching goal is to manage and control what you know, anticipate what you can, and mitigate the potential risks and challenges that oftentimes arise.</p>	
<p>Execute the necessary controls to ensure the project is running effectively. These controls include monitoring and managing issues, risks, resources, quality, scope and budget.</p>	<ul style="list-style-type: none"> ▪ Monitor and Manage <ul style="list-style-type: none"> a. Issues and process remediation b. Risks c. Quality of deliverables d. Resource planning and management e. Change/Configuration Control f. Scope changes g. Budget ▪ Execute the Approval Processes <ul style="list-style-type: none"> a. Scope changes b. Issue resolution c. Deliverable acceptance ▪ Take Corrective Action Where Necessary <ul style="list-style-type: none"> a. Risk response and mitigation b. Quality or delivery issues c. Scope issues d. Budget issues e. Resource issues

Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on a project.

We would like to emphasize our commitment to maintaining professional staff continuity in servicing this engagement. Many of our clients rely on having the same resources available to them because it reflects a commitment to their organization and a deeper understanding of what their organization is trying to achieve. Our staff builds a relationship based upon integrity, trust, and mutual respect, which is a primary reason that we maintain long-term professional relationships.

In assigning staff to engagements, we place high importance on maintaining continuity of staff from one year to the next. This is important from both a client service as well as an engagement efficiency perspective. As our staff gains familiarity with a client, they are able to complete the engagement more efficiently and are able to identify recommendations for improvement within our client's operations. We have been able to provide staff continuity for many of the years that we have done the audit. There has been little turnover in the key positions (executive, manager and senior).

As with any accounting firm, it does at times become necessary to replace a member of the engagement team. When this occurs they are replaced with someone of comparable skills and experience. If this were to occur we would notify the appropriate management personnel at the City and be able to provide the replacement resume upon request. While we strive to maintain continuity, the turnover that is inherent in today's environment provides for staff rotation and the additional benefit of a fresh approach. We have been very successful over the years in appropriately staffing our jobs and this has resulted in high client retention rates and tremendous growth for the firm. We do not have a firm staff rotation policy.

Describe the Proposer's Quality Assurance/Quality Control Program that is used to minimize mistakes.

Quality Control Programs

HCT places strong emphasis on maintaining the highest level of professional excellence. To ensure quality control we have developed an internal quality control process led by our Assurance Professional Practice (APP) Group.

Internal Quality Control Review

HCT has a fully developed set of policy, procedure and review activities supporting our audit practice. Quality control for all assurance efforts is established by the Assurance Professional Practice Group (APP). APP is responsible for managing and communicating independence and ethics directives of the firm. APP is responsible for knowing and understanding important Firm protocol, including:

- Independence;
- Integrity and Objectivity;
- Technical and General Standards, including AICPA and accounting principals;
- Information about our responsibilities to clients, including listings regarding commissions, confidential information and contingent fees; and
- Information about our other responsibilities and practices, including general information and listings related to commissions and discreditable acts.

The group is also responsible for handling inquiries from engagement teams on matters related to those policy areas.

External Quality Control Review

HCT is subject to a Peer Review of our entire practice every three years.

AICPA's Governmental Audit Quality Center

HCT is a member of the AICPA's Governmental Audit Quality Center (the Center), which is a firm-based, voluntary membership Center designed to help CPAs meet the challenges of performing quality single audits in this unique and complex area. The Center's primary purpose is to promote the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services. The Center also offers resources to enhance the quality of a firm's governmental audits. The mission of the Governmental Audit Quality Center is to:

- Raise awareness about the importance of governmental audits;
- Serve as a comprehensive resource provider on governmental audits for member firms;
- Create a community of firms that demonstrates a commitment to governmental audit quality;
- Provide Center members with an online forum tool for sharing best practices as well as discussions on audit, accounting, and regulatory issues; and
- List member firms to enable purchasers of governmental audit services to identify firms that are members.

Describe the types of software used and file formats produced by the Proposer. The proposer selected will be required to provide all work products produced in both printed and electronic formats to the City.

At a minimum, electronic files must be able to be read and/or modified in at least one of the following programs: Adobe Acrobat, Adobe Illustrator, Adobe Photoshop, Adobe PageMaker, MS Office Suite and/or MS PowerPoint.

Audit Technology Tools

HCT utilizes several key technology systems to improve audit efficiency and effectiveness. Our use of technology in the audit process benefits you in the following ways:

- **Efficiency.** Your audit files are designed with you in mind including planning forms, audit programs and procedures, and other unique aspects of the City. This promotes efficiency and allows for easy documentation, exchange and review of information.
- **Communication.** When you have a question, all client information is at our fingertips to access at anytime no matter where we are located, even from prior year audits. Questions on workpapers or other issues can be accumulated and sent via e-mail in order to reduce the number of interruptions to your daily routine during audit fieldwork.
- **Technical Information.** In addition to our extensive industry experience, the ARM system allows us to provide up-to-date technical information quickly. Accounting standards and support can be provided to management at any time during the audit process.

Our auditing philosophy, commitment, attitude and technology effectively distinguish us with our clients and in the marketplace.

Proposer's Qualifications and Experience In Similar Projects

Areas of Specialization

Areas of Specialization

HCT is unique in that we have dedicated teams focused on key industry issues, including:



- Construction
- Financial Services
- Government
- Healthcare
- Higher Education
- Manufacturing and Distribution
- Not-for-Profit
- Private Equity Groups
- Retail

Building Value with Values®

HCT is dedicated to building value for our clients. We achieve this through a unique management philosophy and a value-driven culture based upon integrity, trust, and mutual respect. For over 15 years, this culture has allowed HCT to provide uncompromised advice and accountability to our clients with a level of responsiveness and attention that clients may not get from other firms.

HCT's mission is to create extraordinary value for our clients and for our people by building an organization with a distinctive culture attuned to the needs of our clients, our people and our communities. We choose to build an inspirational, challenging and values-driven place to live and work, which creates lasting value and growth for our clients, people, communities and our firm.



To our clients, we will be their most highly valued partner with the highest reputation for excellence, innovation and integrity.

For our people, we will provide an environment that enables them to make a difference, achieve their full potential, have fun and be part of building something they care about.

To our communities and business alliances, we will be a highly desirable partner in achieving shared social and economic goals.

Our firm will be financially successful and the **industry leader** in our chosen areas of focus.

We believe that for a partnership to truly succeed, all members of the partnership need to win – the clients who engage us, the professionals who complete the work, and the firm itself. In working with HCT, our clients find an organization that is both willing and able to work interactively in order to identify problems, develop and implement solutions, and capitalize on opportunities.

Government Services Overview

HCT has been serving the needs of government organizations for more than 15 years. We work with many different types of government organizations, including, municipalities, counties, school and library districts, special service districts, state agencies, and quasi-governmental entities.

Today's government leaders are charged with delivering superior service in the midst of declining revenues and funding, greater public demand, and increasingly complex regulations. At HCT, we strive to help governments to better serve their communities by providing solutions that improve performance, optimize revenue, and manage risk. HCT's innovative solutions help address the financial and operational issues most critical to governments in challenging economic times. Our extensive scope of competencies – business process, technology, finance, accounting, fraud investigation, risk consulting, economic development, and performance- allows us to deliver effective, cost-efficient services.

Improve Performance	Optimize Revenue	Manage Risk
<ul style="list-style-type: none"> ■ Plan for Success: Strategic Advisory Services ■ Practice Operational Efficiency: Program Effectiveness Services ■ Utilize Advanced Technology: Business System Implementation Services ■ Grow a Talented Workforce: Organizational Effectiveness Services 	<ul style="list-style-type: none"> ■ Maximize Fiscal Resources: Financial Management Services ■ Cultivate Economic Growth: Economic Development Services 	<ul style="list-style-type: none"> ■ Mitigate Financial Risk: Financial Risk Management ■ Ensure Regulatory Compliance: Regulatory Compliance Risk Management ■ Monitor Stimulus Funding: Accountability Risk Management ■ Protect Data and Technology: Information Technology Risk Management

Goal	Strategy	Services
Improve Performance	Plan for Success: Strategic Advisory Services	<ul style="list-style-type: none"> ▪ Strategic Planning ▪ Performance Review ▪ Shared Services ▪ Technology Planning
	Practice Operational Efficiency: Program Effectiveness Services	<ul style="list-style-type: none"> ▪ Process Optimization ▪ Cross-sector Collaboration ▪ Program Management ▪ Organizational Change Management
	Utilize Advanced Technology: Business System Implementation Services	<ul style="list-style-type: none"> ▪ Enterprise Systems ▪ Enterprise Content Management ▪ Constituent Support Systems ▪ Web-site Development ▪ Performance Management
	Grow a Talented Workforce: Organizational Effectiveness Services	<ul style="list-style-type: none"> ▪ Human Resources Strategy ▪ Staffing Assessment and Recruiting ▪ Compensation and Rewards
Optimize Revenue	Maximize Fiscal Resources: Financial Management Services	<ul style="list-style-type: none"> ▪ Debt Issuance and Management ▪ Financial Management ▪ Rate/Revenue Studies ▪ Budgeting and Forecasting
	Cultivate Economic Growth: Economic Development Services	<ul style="list-style-type: none"> ▪ Tax Increment Financing ▪ Fiscal Impact Studies ▪ Smart Growth Initiatives
Manage Risk	Mitigate Financial Risk: Financial Risk Management	<ul style="list-style-type: none"> ▪ Financial and Single Audit Reporting ▪ Forensic Accounting and Fraud Investigation ▪ Arbitrage Rebate Verification
	Ensure Regulatory Compliance: Regulatory Compliance Risk Management	<ul style="list-style-type: none"> ▪ Corporate Governance ▪ Enterprise Risk Management ▪ Internal Audit ▪ Federal and State Programmatic Compliance

Goal	Strategy	Services
	Monitor Stimulus Funding: Accountability Risk Management	<ul style="list-style-type: none"> • Fund Monitoring and Reporting • Communication • Program Management • Fraud Prevention/Recovery • Benchmarking
	Protect Data and Technology: Information Technology Risk Management	<ul style="list-style-type: none"> • Data Privacy • Web Services Security • Vulnerability and Threat Management • Business Continuity Management

HCT Firm Overview

HCT is a qualified Disadvantaged/Minority Business Enterprise and operates five total offices throughout the State of Florida, including Tampa, Hollywood, Orlando, Daytona Beach and West Palm Beach. The firm has 25 full-time professional employees with 18 professionals assigned to the governmental audit department.

HCT 's professional staff is highly experienced in providing auditing services to governmental and non-profit organizations throughout Florida and working in teaming arrangements with other firms. They have industry practice guides and training programs developed specifically for servicing governmental and non-for-profit entities. They also have extensive experience in performing financial statement, utility tax, franchise fee and concessionary audits and forensic audits.

Many of our engagements for City governments have been performed as consulting services under AICPA Standards for Consulting Engagements rather than as performance audit services under Government Auditing Standards based on our clients' requests. Most of these engagements have included implementation of business process changes as well as the analysis of processes and recommendations for improvement. When implementation services are expected as a future phase of the engagement, we and the client often prefer to classify the engagement as consulting. Most of our Government Auditing Standards performance audit engagements have been performed for federal agencies and projects as we describe below.

Performance Audit Experience

HCT provides performance audit services under Government Auditing Standards in the form of agreed-upon compliance procedures for the North American Electric Reliability Corporation (NERC) on the eight regional entities that regulate electric industry participants and providers of the bulk electric system in the United States and Canada under requirements set out by the Federal Energy Regulatory Commission and the Canadian national and provincial regulators. Roderick Harvey, CPA, CVA, who will be the partner in charge of services for City of Palatka is the partner in charge of services for NERC.

HCT is currently engaged to provide performance audits on Material Loss Reviews in the financial sector for the National Credit Union Administration and the Federal Deposit Insurance Corporation. Roderick Harvey, CPA, CVA, who will be the partner in charge of services for City of Palatka is the Government Auditing Standards subject matter expert for these engagements working with our financial institutions risk and audit specialists to deliver these services.

Related City Consulting Services

Civil Government

HCT has provided consulting services to various City offices and departments of civil government that relate to the types of services requested for the City wide Planning Process and for the City Administrator's Offices Assessment portions of the engagement.

Engagement Team

HCT has built its reputation on close executive involvement and maintaining a strong client relationship. The ultimate success of our client relationships is largely attributable to one key component – our people. The proposed engagement team is well qualified to provide quality, timely, and personalized services to you.

HCT has dedicated teams focused on key industry issues. We have structured the engagement team to include Executive level **Subject Matter Experts** that are leaders in their areas of expertise. Industry knowledge of the engagement team allows for better communication and understanding of issues raised.

Provide information related to your record of performance on similar contracts and on contracts with City of Palatka or other public sector entities. Do you have the ability to meet deliverables, schedule, and budget with a quality product? Would references rehire your company?

We have not provided similar services to City of Palatka in the past. However, we have effectively managed hundreds of contracts with governmental units throughout the United States with similar needs to City of Palatka. We have the ability to meet your schedules and budget on time with a quality product that is second to none.

We would appreciate the opportunity to have City of Palatka check with any of our current or past clients to answer the question as to whether they would rehire HCT.

HCT Certified Public Accountants and Consultants, LLC Price and Fee Structure for the City of Palatka, Florida					
Maximum Number of Professional Hours by Staff Classification / Audit Cost Calculations					
Level of Professional	Hourly Rate	Qualifications	Responsibilities	Estimated Maximum No. of Hours	Percentage of Involvement
Managing Partner	\$ 250	CPA, CVA	RPT	16	9%
Director	225	CPA	PLURPT	4	2%
Manager	200	CPA	FWRPT	80	43%
Senior Auditor	150	CPA	FW	40	21%
Audit Staff	125	CPA	FW	40	21%
Administrative	40		RPT	8	4%
				188	100%

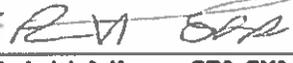
Total Hours for Audit - Rounded: 190 ^a Proposed Audit Fee FYE 2013 (Actual cost) \$ 32,220	^a HCT agrees to perform additional services at same rates as noted above in accordance with the RFP.
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Proposed Not to Exceed Annual Fees for Financial Statement Audit		
Fiscal Year Ended, 12 month look bak period ending September 30, 2014	Proposed Actual Cost ^{2,3}	Not to Exceed Fixed Fee Per Year- Performance Audit
	\$ 32,220	\$ 28,998
24 month look bak period ending September 30, 2014	46,719	\$ 42,047
36 month look bak period ending September 30, 2014	81,758	\$ 73,582

^{2,3} Fiscal Years ending September 30, 2015 through 2017 are calculated based on an annual increase of approximately 2%

Cost Proposal Comments / Considerations

- 1 HCT expects minimal out-of-cost expenses separate from the proposed fees for professional services.
- 2 Anticipated and not to exceed expenses to be billed to the City are equal to zero dollars (\$ - 0 -).
- 3 Monthly progress billings are acceptable anticipated terms of payment for the Firm. Invoices shall show total professional hours for the engagement, with rates and extensions. As stated, HCT will not incur travel expenses.

Submitted by: 
HCT
 Roderick A. Harvey, CPA, CVA
 Managing Partner
 May 6, 2015

HCT Resume

Roderick Harvey, CPA, CVA Subcontracting Engagement Partner (HCT)

Professional History

- CPA, in Florida since, 1997, Certificate #AC 30015
- Certified Valuation Analyst (CVA), License #030111
- Harvey, Covington & Thomas, LLC., Partner since 2000
- KPMG Peat Marwick, LLP, Senior Accountant 1996-2000
- United States Navy, Enlisted Petty Officer 3rd Class 1988-1991

Clients Served

Mr. Harvey is the Managing Partner serving on many governmental, non- profit, educational and for-profit audits. A partial list of audit clients served is as follows:

Governmental Clients

- Agency for Health Care Administration
- Children's Service Council Family Strengthening Program
- Children's Service Council Maximizing Out of School Time
- Children's Service Council Reach Our Kids Now
- Children's Service Council School Nurse Program
- City of Coral Springs CRA
- City of Lauderdale Lakes
- City of Lauderhill Golf Course Clubhouse Grant
- City of Lauderhill Housing Authority
- City of Lauderhill Storm water Management Basin
- City of Lauderhill Swim Central Challenge Grant Projects
- City of Lauderhill Water & Sewer Revenue Bonds
- City of Miami Gardens
- City of Miami Omni Community & Southeast Overtown Park West RDA
- City of Opa-Locka, Florida
- South Florida Equal Justice Center
- Indian Trail Improvement District
- Miami Dade Affordable Housing Foundation, Inc.
- Miami Dade Sports Commission, Inc
- Monroe County Housing Finance Authority
- Monroe County School Readiness Coalition
- Sanford Housing Authority
- Village of EL Portal

Non-Profit Clients

- 100 Black Men
- Almarie Outreach
- Antioch Missionary Baptist Church
- Ayuda, Inc.
- Bethel Baptist Institutional Church
- Biscayne Nature Center
- Church of Brotherly Love Kings Table Corp
- Delray Beach Community Baptist Church
- Faith Center
- Florida Black Business Investment Board

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- Florida Black Business Support Corporation
 - Florida Export Finance Corporation
 - Fountain of Pembroke
 - Haitian American Association Against Cancer, Inc.
 - Indian Trail Improvement District
 - Holy Redeemer C.O.G.I.C
 - Jesus People Ministries Centre at Miami Gardens
 - Mt. Everest Missionary Baptist Church
 - Mt. Herman AME Baptist Church
 - Metro Broward Economic Development Corporation
 - Minority E-Commerce Association
 - Movers
 - My Family Place and Chez Papillion's
 - Nat Moore Foundation
 - New Horizons Community Medical Center
 - North Dade Community Development Federal Credit Union
 - OIC of Broward County, Inc.
 - Old Dillard Foundation
 - State of Florida Governor's Front Porch Initiative (25 Front Porch Communities)
 - Strategic Community Services Inc
 - Teen Upward Bound, Inc.
 - The Children's Trust – Miami-Dade/Exclusive Monitoring Auditors

Educational

- Chancellor Charter School - Elementary School
- Chancellor Charter School - Middle School
- Cool Kids Learn, Inc.
- East Gainesville Development Corporation
- Excel Academy Charter School
- Future Leader Academy for Arts & Science
- Life Skills Center of Leon County (Tallahassee)
- Love to Learn Arts & Science
- Love to Learn Educational Center
- Oasis Enrichment Academy, Inc.
- O'Farrill Learning Center
- Parkway Academy Charter School
- Spiral Tech Elementary Charter School
- Spirit City Academy Charter School
- Vankara Academy Charter School, Inc.

For-Profit Organizations

- Adpro Specialties
- Bayside Market Place
- I.B. Glazing
- Icon Capital Mortgage Funding, Inc.
- Mortgage Experts of South Florida
- Party City – (30 Chain Retail Stores)
- Party City 401K Employee Benefit Plan
- Pioneer Mortgage of the City of Sanford
- Speedy Concrete Cutting, Inc. 401K Employee Benefit Plan
- Weed-A-Way
- X-Press Printing

Homeowners Associations

- Missionwood Condo Association
- Shaker Village Condo Association

Professional Affiliations

- Member, FICPA
- Member, AICPA
- Former, Audit Committee City of Miami
- Treasurer, Business Assistance Center Funding Corporation (BAC)
- Treasurer, Minority E-Commerce Association
- Loaned Executive for United Way
- East Austin Enterprise Fund
- National Association of Black Accountants
- National Black MBA Association
- Naval Reserves (1991-1995)

Education

Master, Professional Accounting
University of Texas at Austin

Bachelor of Arts, Accounting
Florida State University

Associate of Arts, Business Administration
Broward Community College

Peer Review Report/Certificate – HCT



INFANTE & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS • MEMBERSHIP FIRM

Members of
 American Institute of CPAs
 • Chapter 177, Alachua County
 • Employee District Plan Administrative Center
 • Division 10101, 1128, Gandy Center
 • Florida Corporate Practice Section
 • The Division
 Florida Institute of CPAs

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System Review Report

October 28, 2013

To the Partners of
 Harvey, Covington & Thomas of South Florida, LLC
 and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Harvey, Covington & Thomas of South Florida, LLC (the firm) in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Harvey, Covington & Thomas of South Florida, LLC in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Harvey, Covington & Thomas of South Florida, LLC has received a peer review rating of *pass*.

Infante & Company