

**TERRILL L. HILL**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



# CITY of *Palatka* FLORIDA

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

**TERRY K. SUGGS**  
CITY MANAGER

**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

## AGENDA CITY OF PALATKA July 23, 2015

### CALL TO ORDER:

- a. Invocation – Minister Sheila McCoy, Pastor, God's Manna Ministry
- b. Pledge of Allegiance
- c. Roll Call

### APPROVAL OF MINUTES – 6/24/15 Workshop; 6/25/14 & 7/9/15 Regular Meetings

1. **PUBLIC RECOGNITION/PRESENTATIONS**
  - a. Employee Recognition – Darnell Brown, Cemeteries Foreman – 25 yrs of service
2. **PUBLIC COMMENTS** – (limited to 3 minutes – no action will be taken on topics of discussion)
3. **CONSENT AGENDA**
  - \*a. **Adopt Resolution No. 2015-11-48** authorizing execution of an FDOT Maintenance Contract renewing an agreement for maintenance of right of way along SR 15 (US 17), SR 20 and SR100 for a three-year term effective 7/29/15 through 7/28/18
  - \*b. **Adopt Resolution No. 2015-11-49** declaring PD Vehicles and equipment to be surplus property and directing the City Manager to dispose of said property in accordance with administrative procedures.
  - \*c. **Adopt Resolution No. 2015-11-50** accepting the Golf Course Restaurant and Restroom USDA Grant Improvements as completed and providing certification of completion to USDA
  - \*d. **Adopt Resolution No. 2015-11-51** authorizing the Mayor and City Clerk to execute and attest a Division of Historical Resources Small Matching Grant Agreement for the renovation of the Palatka Garden Club Historic Log Cabin Clubhouse Building
  - \*e. **Adopt Resolution No. 2015-11-52** authorizing the submission of an application for the FDEP Florida Recreation Development Assistance Program (FRDAP) in the amount of \$50,000.00 for federal fiscal year 2016-2017 (Hank Bryan Park)
  - \*f. **CRA Business – Adopt Resolution No. 2015-11-53** adopting the Proposed South Historic Neighborhood Residential Rehabilitation Grant Program

### PUBLIC HEARINGS

- \* 4. **2015 TRIM CALENDAR: RESOLUTION** to set the Tentative Millage Rate for the 2014/2015 Budget Year – 9.1749 mills proposed - Adopt
- \* 5. **ORDINANCE** adopting a Fire Service Assessment – 1<sup>st</sup> Reading
- \* 6. **ORDINANCE** - Planning Board Recommendation to rezone Public Buildings & Grounds bounded by Osceola, Morris, Kirby Streets & Crill Avenue from R-3 (Residential Multi-Family) to PBG-1 (Public Buildings & Grounds) - City of Palatka; Bert Hodge Post 45 American Legion, Inc.; Lions Club of Palatka, Inc.; and Catholic Diocese of St. Augustine - owners/applicants – 1<sup>st</sup> Reading

201 N. 2ND STREET • PALATKA, FLORIDA 32177

[www.palatka-fl.gov](http://www.palatka-fl.gov)

PHONE: (386) 329-0100

FAX: (386) 329-0106

**AGENDA - CITY OF PALATKA**  
**July 23, 2015**  
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- 7. CITY MANAGER & ADMINISTRATIVE REPORTS**
- 8. COMMISSIONER COMMENTS**
- 9. ADJOURN**

\*Attachment \*\*Separate Cover

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

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

**Upcoming Events:**

July 23 – 2<sup>nd</sup> Budget Workshop 3:00 p.m.  
July 23 – Main Street Workshop 5:00 p.m.  
August 13 – 15 – Annual FLC Conference, Orlando, FL  
Sept. 5 & 6 – Downtown Palatka Shrimp Blast  
Sept. 7 – City offices closed to observe Labor Day holiday  
Sept. 17 – Palatka Hosts NEFLC Meeting  
Oct. 2 – Employees' Safety Luncheon (tentative)  
Oct. 31 – Halloween Trick-or-Treat 6 to 8 pm

**Board Openings:**

Putnam Co. Better Place Plan Oversight Committee Rep  
Planning Board – 1 Vacancy (at large)  
Board of Zoning Appeals – 3 vacancies (at-large)  
General Empl. Pension Board – 1 Commission Appointee

*Agenda  
Item*

*3a*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2015-11-48** authorizing the execution of FDOT Maintenance Contract (Renewal of #BDU19) for maintenance of right of way along SR 15 (US 17), SR 20, and SR 100, for a term of three (3) years, effective July 29, 2015 through July 29, 2018

**SUMMARY:**

This contract will renew and replace FDOT Right-of-Way Maintenance Contract #BDU19, which has been in effect for the past three (3) years, for maintenance of right of way along SR 15 (US 17), SR 20, and SR 100. The current contract expires on June 29, 2015.

Previously this contract (#BDU19) had a term of one (1) year with the option to renew for two periods of one year each at the same terms. Because this is a three-year contract, it will not be necessary to renew again until July, 2018. The payment amount is the same as contained in the 2012-15 contract agreement.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the execution of FDOT Maintenance Contract (replaces #BDU19), for a three-year term beginning July 29, 2015 and ending on July 28, 2018.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Maintenance Contract W/Exhibit A	Exhibit

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	7/14/2015 - 3:09 PM
City Clerk	Driggers, Betsy	Approved	7/14/2015 - 3:09 PM
City Manager	Suggs, Terry	Approved	7/15/2015 - 9:08 AM
Finance	Reynolds, Matt	Approved	7/16/2015 - 9:50 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 2:12 PM

**RESOLUTION NO. 2015-11-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO AN AGREEMENT FOR MAINTENANCE OF PORTIONS OF RIGHT OF WAY ALONG SR15 (US HWY 17), SR20 AND SR100 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Florida Department of Transportation desires to execute an agreement with the City of Palatka to perform certain maintenance of state roads in order to improve the aesthetic appearance of the City; and

**WHEREAS**, the City of Palatka desires to execute an agreement with the Florida Department of Transportation to maintain portions of the right-of-way along SR 15 (US Hwy 17), SR 20 and SR100; and

**WHEREAS**, the term of this Maintenance Agreement begins July 29, 2015 and ends July 28, 2018.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, a Maintenance Agreement (to replace Agreement #BDU19, which expires July 28, 2015) between the City of Palatka and the Florida Department of Transportation for portions of the right-of-way along SR 15 (US Hwy 17), SR 20 and SR 100.

**PASSED AND ADOPTED** this 23rd day of July, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

## MAINTENANCE AGREEMENT

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

### -RECITALS-

1. The Department is presently maintaining those portions of the state highway system identified in Exhibit "A" hereto ("Property"); and
2. The Agency desires to assume maintenance of the Property in order to improve the aesthetic appearance of the Agency; and
3. The Property is within or adjacent to the corporate limits of the Agency; and
4. The Agency, by City of Palatka Resolution No. 2015-11-\_\_\_\_\_ dated 7/23/15, attached hereto as Exhibit "B", authorized its officers to enter this Agreement.

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

#### 1. RECITALS & EXHIBITS

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

#### 2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement ("Effective Date").

#### 3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, commencing on the Effective Date, unless otherwise terminated by the Department in writing.

#### 4. E-VERIFY

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

#### 5. COMPLIANCE

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

#### 6. MAINTENANCE

A. The Agency shall maintain the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant

to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Improvement has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall maintain all turf and landscaped areas within the Department Property, including, without limitation, performing the following:

B. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

C. The Agency shall maintain all turf and landscaped areas within the Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

D. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

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

F. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for

the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

#### **7. MAINTENANCE OF TRAFFIC**

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.

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

#### **8. ADDITIONAL LANDSCAPING**

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

#### **9. PERMISSIVE USE**

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

#### **10. REMOVAL**

The Department may require modification, relocation or removal of the landscaping, plants, trees and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

#### **11. PAYMENTS TO AGENCY**

The Department shall compensate the Agency for the performance of this Agreement in the amount of \$ 12,913.51 per quarter for a total sum of \$ 51,654.04 per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement. The Department may suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

## **12. PAYMENTS TO DEPARTMENT**

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

## **13. INDEMNIFICATION**

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

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

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

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

## **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attn: David Byrd  
3600 DOT Road  
St. Augustine, FL. 32177

Agency: City of Palatka  
201 N 2<sup>nd</sup> Street  
Palatka, FL. 32177

## **16. GOVERNING LAW**

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

## **17. INITIAL DETERMINATION OF DISPUTES**

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

## **18. VENUE AND JURISDICTION**

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

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

## **19. JURY TRIAL**

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

## **20. ASSIGNMENT**

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

## **21. THIRD PARTY BENEFICIARIES**

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

## **22. VOLUNTARY EXECUTION OF AGREEMENT**

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

## **23. ENTIRE AGREEMENT**

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

## **24. SUFFICIENCY OF CONSIDERATION**

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

## **25. WAIVER**

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

## **26. INTERPRETATION**

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

## **27. CAPTIONS**

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

## **28. SEVERANCE**

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

## **29. COMPUTATION OF TIME**

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

## **30. MODIFICATION OF AGREEMENT**

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

## **31. CONTRACTUAL SERVICES**

In the event this Agreement is for a "contractual service" as defined by §287.012, Florida Statutes, as the same may be amended from time to time, then all applicable provisions of Chapter 287, Florida Statutes shall apply.

## **32. VENDOR OMBUDSMAN**

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman 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 by calling the State Comptroller's Hotline at 1-800-848-3792.

## **33. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.1365(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**34. PUBLIC RECORDS**

A. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Specifically, the Agency shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Agency; and
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Agency upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

B. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Agency and shall promptly provide the Department a copy of the Agency's response to each such request.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages.

**Florida Department of Transportation**

**Attest:**

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

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

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

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

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

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

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

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

**Legal Review:**

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

Office of the General Counsel  
Florida Department of Transportation

**Agency**

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

Printed Name: Terrill L. Hill

Title: Mayor

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

**Attest:**

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

Printed Name: Betsy J. Driggers

Title: City Clerk

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

**Legal Review:**

By: \_\_\_\_\_  
Donald E. Holmes, Legal Counsel for Agency

**EXHIBIT "A"**  
**CITY OF PALATKA**  
**MAINTENANCE LOCATIONS**

**STATE ROAD NUMBER**

**LIMITS**

15 (US 17)

From: Farmers Market

To: Carter Road

20

From: SR 19

To: Reid Street

100

From: SR 19

To: 15 (US 17)

*Agenda  
Item*

*3b*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2015-11-49** declaring PD vehicles and equipment to be surplus property and directing the City Manager to dispose of said surplus property in accordance with City administrative procedures

**SUMMARY:**

This is a request to declare the following vehicles and other property as surplus items for disposal by sale at auction:

- (1) 2007 Dodge Charger (Blue), Vin #2B3KA43RX7H751072; (PD);
- (2) 2007 Dodge Charger (Blue), Vin #2B3KA43R87H751071; (PD);
- (3) 2007 Dodge Charger (Blue), Vin #2B3KA43R37H751074 (PD);
- (4) 2003 Honda Quad (Yellow), NO VIN (PD);
- (5) Eleven (11) M26 Tasers (Black) as listed in Exhibit A of the Resolution

**RECOMMENDED ACTION:**

**Adopt the resolution declaring the listed City vehicles and other property to be surplus property and directing the City Manager to dispose of said surplus property in accordance with City administrative procedures**

**ATTACHMENTS:**

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

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	7/7/2015 - 11:02 AM
City Clerk	Driggers, Betsy	Approved	7/14/2015 - 9:06 AM
City Manager	Suggs, Terry	Approved	7/14/2015 - 10:26 AM
Finance	Reynolds, Matt	Approved	7/16/2015 - 9:41 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 2:13 PM

**RESOLUTION NO. 2015-11-49**

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

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

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

- (1) 2007 Dodge Charger (Blue), Vin #2B3KA43RX7H751072; (PD);
- (2) 2007 Dodge Charger (Blue), Vin #2B3KA43R87H751071; (PD);
- (3) 2007 Dodge Charger (Blue), Vin #2B3KA43R37H751074 (PD);
- (4) 2003 Honda Quad (Yellow), NO VIN (PD);
- (5) Eleven (11) M26 Tasers (Black) as listed in Exhibit A, attached hereto and made a part of this Resolution by reference

**WHEREAS**, this property has become obsolete over time; and

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

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

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

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

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of July, 2015, by the City Commission of the City of Palatka, Florida.

**PALATKA CITY COMMISSION**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND  
LEGALITY:**

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

**EXHIBIT "A"**

**Palatka Police Department Surplus Property**

**Tasers:**

<b>Item</b>	<b>Color</b>	<b>Serial No.</b>	<b>City Inventory No.</b>
M26 Taser	Black	P3-002328	8647
M26 Taser	Black	P3-003751	8041
M26 Taser	Black	P3-003269	8033
M26 Taser	Black	P3-022803	None
M26 Taser	Black	P3-003778	8035
M26 Taser	Black	P3-003760	7997
M26 Taser	Black	P3-040055	None
M26 Taser	Black	P3-039952	None
M26 Taser	Black	P3-039933	None
M26 Taser	Black	P3-003746	8042
M26 Taser	Black	P4-021536	None

*Agenda  
Item*

*3c*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2015-11-50 accepting the Golf Course Restaurant and Restroom USDA Grant improvements as completed and providing certification of completion to USDA**

**SUMMARY:**

The City recently completed improvements to the Palatka Golf Course Restaurant and restrooms under the City's United States Department of Agriculture (USDA) Rural Business Enterprise Grant Program.

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

**RECOMMENDED ACTION:**

**Adopt the resolution accepting the Golf Course Restaurant and Restroom USDA Grant work as completed and providing certification to USDA**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Closeout Resolution	Resolution
<input type="checkbox"/> Taylor Certification	Backup Material
<input type="checkbox"/> CO	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	7/15/2015 - 8:30 AM
City Clerk	Driggers, Betsy	Approved	7/15/2015 - 8:50 AM
City Manager	Suggs, Terry	Approved	7/15/2015 - 9:12 AM
Finance	Reynolds, Matt	Approved	7/16/2015 - 9:50 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 2:12 PM

**RESOLUTION No. 2015 –**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
ACCEPTING THE PALATKA GOLF COURSE RESTAURANT AND  
RESTROOM GRANT PROJECT IMPROVEMENTS AS  
COMPLETED AND PROVIDING CERTIFICATION OF  
COMPLETION TO THE UNITED STATES DEPARTMENT OF  
AGRICULTURE**

**WHEREAS**, the City of Palatka entered into a Rural Business Enterprise Grant Agreement with the United States Department of Agriculture (USDA) for restaurant and ADA restroom renovations (the PROJECT); and

**WHEREAS**, the Robert E. Taylor, AIA has certified the PROJECT, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

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

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

**PASSED AND ADOPTED** by the Palatka City Commission this 23<sup>rd</sup> day of July, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

Robert E. Taylor  
AIA Architect PA

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

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

30 June 2015

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

**SUBJECT:** Palatka Golf Club Repairs  
USDA Rural Business Enterprise Grant  
1715 Moseley Avenue  
Palatka, Florida 32177  
Architect's Project No. 1313

Ms. Manning:

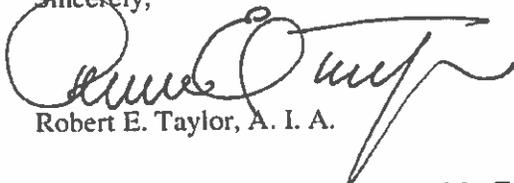
As the Architect of Record for Subject Project, we hereby certify, to the best of our knowledge, information and belief that all work performed in connection with the USDA Rural Business Enterprise Grant was performed in compliance with all local, state, and federal laws, including the 2010 Florida Building Code.

There were changes as identified in Change Order Numbers 1, 2 and 3. This information is shown on the Record Drawings.

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

If you have any questions, please call.

Sincerely,



Robert E. Taylor, A. I. A.

cc: Ms. Rebecca Manning    Mr. Ernie Erxleben    Mr. Terrill Hill    Mr. Jonathan Griffith  
Ms. Betsy Driggers    Mr. Donald Holmes    Mr. Terry Turner    Mr. Dan Blumenstock

Phone  
386 325-7341

Fax  
386-325-0608

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

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



Building Permits  
CITY OF PALATKA  
201 N 2ND ST.  
PALATKA, FL 32177

C E R T I F I C A T E   O F   C O M P L E T I O N

Issue date: ..... 05/28/15  
Permit Number ..... 201500032  
Property Address ... 1715 Moseley AVE, Palatka, FL 32177-5921  
Property Zoning .... R1AA  
Owner ..... CITY OF PALATKA C/O CITY HALL  
Permit Holder ..... BLUMENSTOCK, DAN  
ARMSTRONG CONTR SERVICES/BLUEM

Job Description ..... non- load bearing partitions, HVAC Units,  
upgrade kitchen, ADA up grades, flooring & painting

Construction Type ... 60:60

Occupancy Type ..... S:S

Approved .....   
Building Official

VOID UNLESS SIGNED BY THE BUILDING OFFICIAL

*Agenda  
Item*

*3d*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2015-11-51** authorizing the Mayor and City Clerk to execute and attest a Division of Historical Resources Small Matching Grant Agreement for the renovation of the Palatka Garden Club Historic Log Cabin Clubhouse Building.

**SUMMARY:**

The Historic Log Cabin which is currently used as the Palatka Garden Club's Clubhouse was built in 1934 and is part of a rare and honored collection of New Deal Era Works Progress Administration (WPA) projects erected across the nation. The building was the original administration building for the Ravine Gardens, which was once owned by the City. For decades the building has been leased by the State to the Palatka Garden Club. Lease terms squarely put the maintenance responsibility upon the Club, whose members have tried to "patch things together," but since there has been no major restoration to speak of, renovation needs now outweigh the capacity of the Club.

The rustic log cabin has a remarkable level of historic integrity, with very few modifications to the local pecky cypress exterior log timbers, interior heart pine wood floors, and unique birdhouse exterior elements. The intent is to re-roof the building with its original cypress shake material. The Garden Club and City submitted an application for a state historic preservation matching grant, which provides up to \$50,000 in planning and restoration funds. The grant has been awarded. It is likely this will be a multi-phased effort since \$50,000 will not cover all of the needed improvements. No match is required as the City is in a state-designated Rural Area of Critical Concern (RACC).

As presented, the City is the grantee and would take on responsibility for managing the grant and implementing the improvements. Staff is seeking to have the Ravine Gardens listed as a subgrantee and take on the project. The building is owned by the State and considered part of the Ravine Gardens. It would be more appropriate for the Ravines to handle the project, but as a partner the City may be needed

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the Mayor and City Clerk to execute and attest a Division of Historical Resources Small Matching Grant Agreement for the renovation of the Palatka Garden Club Historic Log Cabin Clubhouse Building.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> DHR Small Matching Grant Agreement Resolution Garden Club Building	Backup Material
<input type="checkbox"/> DHR Grant Agreement	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	7/15/2015 - 10:51 AM
City Clerk	Driggers, Betsy	Approved	7/15/2015 - 12:42 PM

**RESOLUTION NO. 2015 –**

**A RESOLUTION OF THE CITY OF PALATKA,  
FLORIDA, AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE AND ATTEST A  
DIVISION OF HISTORICAL RESOURCES  
SMALL MATCHING GRANT AGREEMENT FOR  
THE RENOVATION OF THE PALATKA  
GARDEN CLUB HISTORIC LOG CABIN  
CLUBHOUSE BUILDING.**

**WHEREAS**, the Log Cabin at the Ravines State Gardens is part of a rare and honored collection of New Deal Era Works Progress Administration projects, built in 1934; and

**WHEREAS**, the Log Cabin was historically the administrative building for the historic Ravine Gardens, now a State park; and **WHEREAS**, the Log Cabin was a duplicate of the cypress structure that stirred interest at the 1933 Chicago World's Fair, as part of the "Homes of Tomorrow" exhibition, a building that presented a mountain lodge atmosphere with fences, arbors, and bridges around it carved to suggest animal heads, reptiles, and fantasy creatures; and

**WHEREAS**, the Log Cabin has unique features such as interior pecky cypress paneling, heart pine floors, massive stone fireplace, and the building is virtually unchanged except for the replacement of the original cypress shakes roof; and

**WHEREAS**, the Log Cabin was built with donated local cypress wood from the Wilson Cypress Company; and

**WHEREAS**, the Log Cabin has for decades been leased to the Palatka Garden Club, which was delegated the responsibility of maintaining this building, but does not have the means to accomplish a complete renovation of the building; and

**WHEREAS**, the City Commission finds that the restoration of the Log Cabin is in the best interest of the City of Palatka and its citizens through the celebration of City, state, and national heritage and history.

**WHEREAS**, the City adopted Resolution 2014-10-75 on May 22<sup>nd</sup> 2014 authorizing an application for \$50,000 in Division of Historical Resources Small Matching Grant Funds for the restoration of the Ravines State Gardens Log Cabin through public and other funding sources, particularly the state of Florida Small Matching Grants program.

**WHEREAS**, the City was awarded a \$50,000 Small Matching Grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA,  
FLORIDA:**

1. That the City Manager and Grants Administrator are hereby authorized to work with the Division of Historical Resources to have the Ravine Gardens listed as a subgrantee.

2. That the Mayor and City Clerk are hereby authorized to execute the grant agreement and related documents.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 23<sup>rd</sup> day of July, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

**AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
CITY OF PALATKA  
S1618**

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Palatka hereinafter referred to as the "Grantee."

The Grantee has been awarded a Historic Preservation Small-Matching Grant (CSFA 45.031) by the Division, grant number S1618 for the project "Garden Club of Palatka Building Restoration and Emergency Repairs," in the amount of \$50,000. The Division enters into this Agreement pursuant to Line Item Number 3088, contained in the 2015 – 2016 General Appropriations Act, SB 2500-A, *Laws of Florida*. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Garden Club of Palatka Building Restoration and Emergency Repairs," the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**:

The restoration project will include a structural survey and construction documents, repair of damaged roof areas, and repair/replacement of split log siding and porch beam. All tasks associated with the project, as outlined in the Project Description (See Attachment A), will be completed by June 30, 2016.

- b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

**Payment 1:**

- The first payment will be a fixed price advance in the amount of 25% of the grant award.

**Payment 2, Deliverable/ Task 1:**

- Payment 2 will be cost reimbursement. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 30 percent of the project completed.

**Payment 3, Deliverable/ Task 2:**

- Payment 3 will be cost reimbursement. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting

satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, showing at least 60 percent of the project completed.

Payment 4, Deliverable/ Task 3:

- Payment 4 will be cost reimbursement. The Grantee will have completed 100 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent, showing 100 percent of the project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will also be submission and acceptance of a Final Project Progress Report form that certifies that all project funds have been expended and the project has been closed out.

- c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2016. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).

2. **Length of Agreement.** This Agreement shall begin on **July 1, 2015**, and shall end **June 30, 2016**, unless terminated in accordance with the provisions of Section 32 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Historical Resources:**

Grant Gelhardt  
Florida Department of State  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399  
Phone: 850.245.6341  
Email: grant.gelhardt@dos.myflorida.com

**For the Grantee:**

Contact: Jonathan Griffith

Address: 201 North Second Street, Palatka, Florida 32177

Phone: 386.329.0103, Extension 325

Email: [jcgriffith@palatka-fl.gov](mailto:jcgriffith@palatka-fl.gov)

4. **Grant Payments.** All grant payments are requested by submitting an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent, and Expenditure Log. The total grant award shall not exceed \$50,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
  - a) The first payment will be 25% advance of the grant award.
  - b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1.
  - c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2.
  - d) The fourth payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 3.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check payment status.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division with the executed Agreement.**
7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by filing a Contract Amendment Request form with the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

The Contract Amendment Request form is available on the Division's website at <http://www.dos.myflorida.com/historical/grants/forms>.

**8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

- a) The full amount of the first payment (fixed price advance in the amount of 25% of the grant award) will be returned to the State of Florida if Deliverable 1 is not satisfactorily completed.
- b) Second payment will be withheld if Deliverable 1 is not satisfactorily completed.
- c) Third payment will be withheld if Deliverable 2 is not satisfactorily completed.
- d) Fourth payment will be withheld if Deliverable 3 is not satisfactorily completed.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the Grant Period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the grant award amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

**9. Additional Special Conditions.**

- a) All project work must be in compliance with the **Secretary of the Interior's Standards and Guidelines** available online at [www.nps.gov/tps/standards.htm](http://www.nps.gov/tps/standards.htm).
- b) The Grantee shall provide photographic documentation of the restoration activity. Guidelines regarding the photographic documentation is available online at [www.flheritage.com/grants/categories/smallmatching.cfm](http://www.flheritage.com/grants/categories/smallmatching.cfm).
- c) Architectural Services
  1. All projects shall require contracting for architectural/engineering services.
  2. The Grantee may request a waiver of this requirement from the Division if they believe that the architectural/engineering services are not needed for the project. The Division shall make a recommendation to the Grantee after review of the proposed project.
- d) Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

1. Upon completion of **schematic design**;
2. Upon completion of **design development and outline specifications**; and

3. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
  - e) For the construction phase of a project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
  - f) For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
    1. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
    2. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of Project ground disturbing activities on significant archaeological resources.
    3. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
    4. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Department's Compliance Review Section (contact information available online at [www.flheritage.com](http://www.flheritage.com)). The mitigation plan shall be implemented under the direction of an archaeologist meeting the Secretary of the Interiors' Professional Qualification Standards for Archeology.
    5. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

**10. Credit Line(s) to Acknowledge Grant Funding.** Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida."

- b) Any variation in the above specifications must receive prior approval in writing by the Department. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

**11. Encumbrance of Funds.** The Grantee shall execute a binding contract for at least a part of the Scope of Work by **September 30, 2015**. All grant funds must be encumbered under the terms of a binding contractual agreement by **November 30, 2015**, except as allowed below.

- a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.
- b) **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

**12. Grant Reporting Requirements.** The Grantee must submit the following reports to the Division. The project Progress Report shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. The project Progress Report form is available on the Division's website at <http://dos.myflorida.com/historical/grants/forms>.

- a) **First Project Progress Report** is due by October 31, 2015, for the period ending September 30, 2015.
- b) **Second Project Progress Report** is due by January 31, 2016, for the period ending December 31, 2015.
- c) **Third Project Progress Report** is due by April 30, 2016, for the period ending March 31, 2016
- d) **Final Report.** The Grantee must submit a Final Report to the Division by July 30, 2016, for the period ending June 30, 2016.

**13. Matching Funds.** The grantee is required to provide a 100% match. Of the required match, a minimum 25% of the match must be a cash match. The remaining match may include in-kind services, volunteer labor, donated materials, and additional cash. Applicants for projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, may request a waiver for the match amount. Additionally, Certified Local Government (CLG) projects, Main Street Start-Up Projects and Special Statewide Solicitation Projects do not require a match.

- 14. Grant Completion Deadline.** The grant completion deadline is **June 30, 2016**. The Grant Completion Deadline is the date when all grant and matching funds have been paid out and expended in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed thirty (30) days, unless the Grantee can demonstrate extenuating circumstances as described in Section 15 of this Agreement.
- 15. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed thirty (30) days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
- 16. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). In addition, the following are not allowed as grant or matching expenditures:
- a) Expenditures for work not included in the Scope of Work;
  - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Agreement;
  - c) Expenses incurred or obligated prior to or after the grant period;
  - d) Expenditures for work not consistent with the applicable preservation standards (see the Guidelines, which are available from the Division at <http://www.dos.myflorida.com/historical/grants/>);
  - e) Expenditures for furniture and equipment, unless specifically authorized as a part of a grant project;
  - f) Expenses associated with lobbying or attempting to influence federal, state, or local legislation, the judicial branch, or any state agency;
  - g) Private entertainment, food, beverages, plaques, awards, or gifts;
  - h) Indirect costs;
  - i) Project Administrative Expenditures, whether grant expenditures or match contributions, which in aggregate exceed 10% of the grant award amount;
  - j) Costs for projects having as their primary purpose the fulfillment of federal or state historic preservation regulatory requirements, specifically, costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended through 2006, or under Section 267.031, F.S.;
  - k) Projects which are restricted to private or exclusive participation, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, handicap, or marital status;

- l) Grantee operational support (i.e., organization salaries, travel, supplies) (Note: project-specific travel costs shall be allowed if requested in the application, included in the Project Budget and clearly demonstrated by the applicant to be essential to completion of the proposed project);
- m) Vehicular circulation and parking (Exception: provision of code-required handicapped parking pad);
- n) Sidewalks, landscape features, planting, irrigation systems and site lighting (Exception: sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site lighting required for security, if included in the Scope of Work);
- o) Capital improvements to non-historic properties (except as approved for Museum Exhibit projects);
- p) Capital improvements to the interior of religious properties (Exception: repairs to primary elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs);
- q) Code-required accessibility improvements for religious properties;
- r) Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance); and
- s) Purchase of equipment (other than equipment incorporated as capital improvements into a historic building during restoration or rehabilitation, and equipment required for a museum exhibit). If special equipment is required for completion of the Project and said equipment is included in the Scope of Work for the Project as an eligible grant expense, it shall be rented for the grant term. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the grant period at the market rate for such rental in the region.

**17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

**18. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grant Gelhardt, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**19. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement.

**20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

**21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

Obligation to Provide Public Access to Grant Records. The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

**22. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

**23. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Historical Resources grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

**24. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

**25. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**26. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**27. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint ventures, or partners of the Division.

**28. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee

is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**29. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

**30. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**31. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

**32. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will

agree upon the termination conditions, including the effective date, and in the cause of partial terminations, the portion to be terminated.

**Termination by Grantee.** The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

- 33. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 34. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 35. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 36. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

- 37. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.
- 38. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the *Immigration and Nationality Act*. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 39. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 40. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.
- 41. Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
- 42. Entire Agreement.** The entire Agreement of the parties consists of the following documents:
- a) This Agreement
  - b) Project Description (Attachment A)
  - c) Estimated Project Budget (Attachment B)
  - d) Single Audit Act Requirements and Exhibit I (Attachment C)

**In acknowledgment of Grant Number S1618 provided from funds appropriated in the FY 2016 General Appropriation Act in the amount of \$50,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:  
By: \_\_\_\_\_  
Robert F. Bendus, Division Director

Grantee:  
By: \_\_\_\_\_  
Authorizing Official for the Grantee\*

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer or equivalent, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## ATTACHMENT A

### **Project Description**

Structural survey and construction documents completed by a licensed Architect and/or engineer, structural stabilization of entire structure as required per structural survey and construction documents, and repair damaged existing roof areas as required. If sufficient funds are available after structural repairs and siding repairs, replace current asphalt shingle roof with historically accurate cedar shake roof and copper flashing rather than repairing.

Photographs submitted with application indicate substantial deterioration of split log siding, rafter tails, floor perimeter beam and base of supporting column of porch. Due to structural issues and occupancy type, Professional Architectural / Engineering services are required for this project.

**ATTACHMENT B**

**Estimated Project Budget**

<b>Budget Item Number</b>	<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total</b>
1	Architectural and Engineering Services	\$10,000	\$0	\$0	\$5,000
2	Structural Stabilization	\$25,000	\$0	\$0	\$30,000
3	Siding Repair	\$5,000	\$0	\$0	\$5,000
4	Roof Repair	\$10,000	\$0	\$0	\$10,000
	<b>TOTAL</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>

## ATTACHMENT C

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR, Part 200, Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

##### 2 CFR §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the

auditee may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web address listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office  
[www.ecfr.gov](http://www.ecfr.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(I), *Florida Statutes* and has received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

### Section 215.97 *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
[www.fldfs.com/](http://www.fldfs.com/)

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
[www.leg.state.fl.us/](http://www.leg.state.fl.us/)

### **PART III: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR §200.512, and required by PART I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250
  - B. The Federal Audit Clearinghouse electronically at [harvester.census.gov/sac/](http://harvester.census.gov/sac/) as designated in 2 CFR §200.512
  - C. Other Federal agencies and pass-through entities in accordance with 2 CFR §200.513

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance 2 CFR §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR §200.501, the recipient shall submit the required written notification pursuant to 2 CFR §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:
  - A. The Department of State at the following address:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR, Part 200, Subpart F—Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR, Part 200, Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **PART IV: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

**EXHIBIT 1**

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Grant, CSFA Number 45.031  
Award Amount: \$50,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.031.

# Agenda Item

3e



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2015-11-52** authorizing the submission of an application for the FDEP Florida Recreation Development Assistance Program (FRDAP) in the amount of \$50,000.00 for federal fiscal year 2016-2017 (Hank Bryan Park)

**SUMMARY:**

See attached proposed budget and application for a Florida Recreation Development Assistance Grant for Hank Bryant Park for the 2016-2017 FRDAP cycle. This application includes the renovation of three (3) basketball courts and the development of parking, lighting, landscaping, signage and a fitness/walking path. There is no match required for this grant.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the submission of an application for the Florida Recreation Development Assistance Program (FRDAP) to the Florida Department of Environmental Protection in the amount of \$50,000.00 for federal fiscal year 2016-2017 for improvements to Hank Bryant Park**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Hank Bryan FRDAP Application Resolution	Resolution
<input type="checkbox"/> Hank Bryan Park Budget	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	7/16/2015 - 8:58 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 4:41 PM

**RESOLUTION NO. 2015**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE SUBMISSION OF AN APPLICATION  
FOR THE FLORIDA RECREATION DEVELOPMENT  
ASSISTANCE PROGRAM (FRDAP) IN THE AMOUNT OF  
\$50,000 TO THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA  
FISCAL YEAR 2016-2017 FOR THE HANK BRYAN PARK  
PROJECT**

**WHEREAS**, the City of Palatka desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

**WHEREAS**, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Palatka, Florida corporate limits and among those visiting the area, and

**WHEREAS**, the City recognizes this need for additional recreational opportunities; and

**WHEREAS**, meeting the increasing demand for, recreation opportunities can best be met with the development of Hank Bryan Park as detailed in the application for funding in which the City is submitting an application in the August 2015 application cycle requesting \$50,000.00 in grant funds.

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

1. That the City of Palatka City Commission hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and
2. That the Mayor and City Clerk are authorized to execute and attest all documents required in connection with the filing of said application, to be submitted during the August 2015 cycle.
3. That the City of Palatka Capital Improvement Plan is hereby amended to include the Project.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 23rd day of July, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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

**CITY OF PALATKA**

**Hank Bryan Park**

**2015 Application Cycle**

<b>Renovation</b>	<b>Points</b>	<b>Cost</b>
Basketball Court – resurface three (3) existing courts		\$ 22,000.00

<b>Construction</b>	<b>Points</b>	<b>Cost</b>
Fitness path – add fitness equipment and construct ADA loop		\$ 15,000.00
Support – add additional fencing, signage and lighting		\$ 4,000.00
Landscaping – install canopy trees and buffer landscaping		\$ 4,000.00
Parking- clear land and develop paved handicap and grass overflow parking area		\$ 5,000.00

<b>Total</b>		<b>\$50,000.00</b>
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Notes:

*Agenda  
Item*

*3<sub>f</sub>*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**CRA Business: Adopt Resolution No. 2015-11-53** adopting the Proposed South Historic Neighborhood Residential Rehabilitation Grant Program

**SUMMARY:**

Attached is a proposed program designed to address blighted vacant residential properties in the South Tax Increment District. The South Historic Neighborhood Association has heard the proposed program and is recommending it for approval. The CRA Board approved the program at their May 14, 2015 meeting. The South district is faced with a number of vacant properties where the cost to renovate and purchase exceeds the repaired market-value. This program is intended to provide a financial incentive for the restoration/rehabilitation of vacant homes resulting in single-family owner occupied residences.

**RECOMMENDED ACTION:**

**Adopt a resolution adopting the Proposed Residential Rehabilitation Grant Program**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Residential Rehab Grant Resolution	Resolution
<input type="checkbox"/> Revised Residential Program	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	7/15/2015 - 8:16 AM
City Clerk	Driggers, Betsy	Approved	7/15/2015 - 8:35 AM
City Manager	Suggs, Terry	Approved	7/15/2015 - 8:39 AM
Finance	Reynolds, Matt	Approved	7/16/2015 - 9:51 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 2:12 PM

**RESOLUTION No. 2015**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
ADOPTING THE RESIDENTIAL REHABILITATION GRANT  
PROGRAM FOR THE COMMUNITY REDEVELOPMENT  
AGENCY'S SOUTH TAX INCREMENT DISTRICT**

**WHEREAS,** The City of Palatka desires to redevelop Downtown Palatka; and

**WHEREAS,** the City of Palatka established a Community Redevelopment Area (CRA) by Resolution #4-7, adopted on September 8, 1983 and the redevelopment areas South, Central and North Tax Increment Districts all lie within its bounds; and

**WHEREAS,** The City of Palatka CRA Plan as amended on December 10, 2009 calls for a alternative economic development programs; and

**WHEREAS,** The City of Palatka CRA Plan identifies the establishing and revising of programs that can act as additional layers of support that have an impact on the downtown investment, the deterioration of structures and employment as a mid and long range goal; and

**WHEREAS,** on May 14, 2015 the CRA, approved the Residential Rehab. Grant Program, and recommended the City Commission adopt a resolution approving the program.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palatka, Florida the Vacant Space Incentive Program is hereby approved and adopted.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 23<sup>rd</sup> day of July, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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



### **Residential Rehabilitation Grant Program**

The City of Palatka and the Community Redevelopment Agency (hereinafter referred to as “the City”) hereby solicit applications for the Residential Rehabilitation Grant Program for projects located within the South Tax Increment District. The Residential Rehabilitation Grant Program is intended to encourage the rehabilitation/repair of vacant residential properties for single-family owner occupied homes. To be eligible for consideration projects must be located in the South Tax Increment District, advance the goals outlined in the CRA plan and meet other minimum eligibility criteria. Applications are accepted year round and if deemed complete and eligible, will be considered at the next regularly scheduled CRA meeting. The City reserves the right to ~~waive any irregularities submitted, reject any and/or all submittals, accept any submittals deemed to be in the best interest of the City~~ request additional information, ~~amend the program documents without notice,~~ display and advertise properties receiving incentives and use this program for projects already initiated by the City.

The criteria that the City shall use in evaluating proposals include, but are not limited to;

- quality of the proposed improvements;
- financial capability of the applicant to undertake and complete the work (i.e. approved line of credit or certified financial statement)
- the degree to which the project improves the property value
- level of detail and accurateness of project budget and/or contractor estimates
- project financial and practical feasibility and documentation of financial incentive need;
- furtherance of the goals and objectives in the CRA plan;
- impact on historic resources;
- conformance with Comprehensive Plan; and
- availability of funds

To obtain additional information please view the City of Palatka website at [www.palatka-fl.gov](http://www.palatka-fl.gov) or contact Jonathan Griffith, Project Manager/Grants Administrator at 386 329 0103 or [jcgriffith@palatka-fl.gov](mailto:jcgriffith@palatka-fl.gov).

## Residential Rehabilitation Grant Program

### I. Program Description

The Residential Rehabilitation Grant Program is intended to encourage the rehabilitation/repair of vacant residential properties for single-family owner occupied homes. Grants may be awarded up to fifty thousand dollars (\$50,000) per property. The owner will have up to one (1) year from the date of execution of the grant agreement to complete the work. The grant program is only applicable to a new work and is not retroactive. Previous work on the property may not be considered as match or for grant funding. A house must be unoccupied at the time of application. If a property owner wishes to restore/rehabilitate their unoccupied property, which is not their primary residence, with the intent to sell, program funding will be applied as a loan which will be returned in full to the South Tax Increment District Fund at closing.

The following covenants will define the use of Tax Increment Funds in a reimbursement method. Reimbursements will be provided up to forty percent (40%) of the total project cost to a maximum of fifty thousand dollars (\$50,000). Approved projects will receive reimbursement at fifty percent (50%) completion of project and at one hundred percent (100%) completion of project. Funds will be disbursed by a check payable to the applicant or contractor after the following:

- Submission of all receipts and required documentation to the Project Manager, including:
  - Contractor invoicing and evidence of payment of funds
  - Release of lien letters from contractors, suppliers.
  - Applicant must honor contractual obligations to contractor; hold harmless agreements must be executed
- Certification of completion by the City of Palatka Chief Building Official and closed permit reports.
- Verification that any additional criteria added by contract has been completed as proposed in a satisfactory and professional manner.
- Certification of completion of grant project by the Project Manager and submission to the Palatka City Finance Director.

The grant recipient will be required to reside on the property for one (1) year and list it as their primary residence. If an owner fails to complete the project or sells the house prior to three (3) years after the date of the Certificate of Occupancy; 100% of the grant funds will be returned to the South Tax Increment District Fund. A lien will be filed on the property with the Putnam County Clerk of Courts. The City Manager and City Attorney will monitor this action to provide for compliance.

Upon approval of a grant, the applicant and any affected contractor will be required to sign a Grant Agreement and a Release and Hold Harmless Agreement with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.

### II. Eligibility

To be eligible for consideration projects must be located in the South Tax Increment District, advance the goals outlined in the CRA plan and meet other minimum eligibility criteria. For a project to be eligible it must:

- not currently qualify for a Certificate of Occupancy as determined by the Palatka Building Department;

## Residential Rehabilitation Grant Program

- be located within the South Tax Increment district;
- submit a complete application;
- be unoccupied for a period of six (6) months at the time of application; and
- be taxable property.

### III. Application Process

- a. Applicants interested in participating in the program must submit a completed and signed application along with supporting documentation to:

City of Palatka Community Redevelopment Agency  
Attention: Project Manager / Grants Administrator  
201 North Second Street  
Palatka, FL 32177

- b. Applications must include:

- contact information (i.e. primary contact, phone, email, mailing address);
- proof of ownership, option to purchase or agent authorization;
- project description including, scope of work, construction estimate, schedule by trade and design plans;
- proof of financial ability to fund the applicant's portion of the project;
- current taxable value per Putnam County Property Appraiser and estimated taxable value at project completion;
- acknowledgement applicant has read and understands grant requirements; and
- additional information as requested by staff.

- c. Applications must be received at least four (4) weeks prior to a regularly scheduled CRA Board meeting to be placed on the agenda for consideration.

Applications will be reviewed for completeness and eligibility and submitted to the South Tax Increment District Advisory Committee for public input. The City Manager, Planning Director and Palatka Building Official will then review applications and a final recommendation will be made to City Manager and then the CRA Board. Applications deemed to be incomplete or ineligible will not be considered.

Appeals must be filed with the City of Palatka City Clerk at 201 North Second Street, Palatka, FL 32177 and will be considered at the next regularly scheduled meeting.

### IV. Selection Criteria

Projects shall be evaluated on a case by case basis. The criteria that the City shall use in evaluating proposals include, but are not limited to;

- quality of the proposed improvements (i.e. material, design and construction method);
- financial capability of the applicant to undertake and complete the work (i.e. approved line of credit or certified financial statement)
- the degree to which the project improves the property value
- level of detail and accurateness of project budget and/or contractor estimates

**Residential Rehabilitation Grant Program**

- project financial and practical feasibility, scope of work, and documentation of financial incentive need;
- furtherance of the goals and objectives in the CRA plan;
- impact on historic resources;
- conformance with Comprehensive Plan; and
- availability of funds

I hereby acknowledge that I have read, understand and agree to the terms of this document.

---

Signature

Date

---

Printed Name

Title

*Agenda  
Item*

**4**



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**2015 TRIM CALENDAR: RESOLUTION** setting the Tentative Millage Rate for the 2015/16 Budget Year – 9.1749 mills proposed - Adopt

**SUMMARY:**

The FY 2015/16 Budget Year TRIM calendar dictates that each taxing authority shall have a proposed millage rate set and reported by August 4, 2015. The proposed millage rate is reported to the State Department of Revenue on the attached DR-420 as part of the TRIM process. Please note that, once the proposed millage rate is set by the Commission, the final adopted millage rate can be lower, but it cannot be higher than the proposed millage rate. The final rate will be set in September, upon adoption of the City's budget. Proposed Budget Hearing dates are September 10 (1st hearing) and September 24 (2nd/final hearing/adoption)

Staff is recommending a tentative millage rate of 9.1749 mills, which represents no increase or decrease over the FY 2014/15 rate. If the Fire Assessment is passed and put into place, the City Commission may set the final millage rate lower than the tentative millage rate. The rollback rate for the 2015-16 Fiscal Year is 8.9723 mills.

**RECOMMENDED ACTION:**

**Adopt the proposed resolution to set the proposed millage rate for the FY 2015/16 Budget per TRIM Calendar requirements. Staff has proposed a tentative millage rate of 9.1749 mills, which represents no increase or decrease over last year's rate.**

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution setting tentative millage rate	Backup Material
<input type="checkbox"/> DR-420, DR-420TIF's and DR-420MM-P	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	7/14/2015 - 11:04 AM
City Clerk	Driggers, Betsy	Approved	7/14/2015 - 11:16 AM
City Manager	Suggs, Terry	Approved	7/15/2015 - 9:12 AM
Finance	Reynolds, Matt	Approved	7/16/2015 - 9:43 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 2:12 PM

**RESOLUTION No. 2015-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE OF 9.1749 MILLS FOR THE LEVYING OF AD VALOREM TAXES FOR THE FISCAL YEAR 2015/2016 AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Property Appraiser of Putnam County, Florida has certified the gross taxable value for operating purposes not exempt from taxation within the corporate limits of the City of Palatka as \$380,825,796 through DR 420, attached hereto as Exhibit "A"; and

**WHEREAS**, the rollback millage rate is 8.9723 mills; and

**WHEREAS**, a tentative millage rate in the amount of 9.1749 mills is the same as the prior year operating millage rate; and

**WHEREAS**, the City Commission of the City of Palatka has determined therefore that it is in the best interest of the public welfare to adopt a tentative millage rate in the amount of 9.1749 mills.

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

1. The Fiscal Year 2015-16 tentative operating millage rate is 9.1749 mills which is 2.26% more than the rolled back rate of 8.9723.
2. The voted debt service millage is 0 mills.
3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND RESOLVED** by the City Commission of the City of Palatka, Florida this 23<sup>rd</sup> day of July, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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



# CERTIFICATION OF TAXABLE VALUE

Reset Form

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DR-420  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

Year: 2015	County: PUTNAM
Principal Authority: CITY OF PALATKA	Taxing Authority: CITY OF PALATKA

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value of real property for operating purposes	\$	332,823,647	(1)
2.	Current year taxable value of personal property for operating purposes	\$	49,234,535	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	851,671	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	382,909,853	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	2,084,057	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	380,825,796	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	372,922,891	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Number 3 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)

<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
<b>SIGN HERE</b>	Signature of Property Appraiser:	Date:	
	Electronically Certified by Property Appraiser	7/1/2015 1:28 PM	

**SECTION II : COMPLETED BY TAXING AUTHORITY**

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		9.1749	per \$1,000 (10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	3,421,530	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	188,810	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,232,720	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	20,523,858	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	360,301,938	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		8.9723	per \$1000 (16)
17.	Current year proposed operating millage rate		9.1749	per \$1000 (17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,513,160	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

**DEPENDENT SPECIAL DISTRICTS AND MSTUs**



**STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,232,720	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		8.9723 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	3,435,582	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	3,513,160	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		9.1749 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		2.26 %	(27)

<b>First public budget hearing</b>	Date :	Time :	Place :
------------------------------------	--------	--------	---------

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :
	Title :	Contact Name and Contact Title :		
	TERRY SUGGS, CITY MANAGER	TERRY SUGGS, CITY MANAGER		
	Mailing Address :	Physical Address :		
201 N 2ND ST	201 N 2ND ST			
City, State, Zip :	Phone Number :	Fax Number :		
PALATKA, FL 32177	3863290104	3863290106		



Reset Form

Print Form

## MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P  
R. 5/12  
Rule 12D-16.002  
Florida Administrative Code  
Effective 11/12

Year: <b>2015</b>		County: PUTNAM	
Principal Authority: CITY OF PALATKA		Taxing Authority: CITY OF PALATKA	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No (1)
<b>IF YES,</b> <b>STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</b>			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	8.9845	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2014 Form DR-420MM, Line 13	12.2084	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	9.1749	per \$1,000 (4)
<b>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</b>			
<b>Adjust rolled-back rate based on prior year majority-vote maximum millage rate</b>			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	372,922,891 (5)
6.	Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$	4,552,792 (6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	0 (7)
8.	Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$	4,552,792 (8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	380,825,796 (9)
10.	Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	11.9551	per \$1,000 (10)
<b>Calculate maximum millage levy</b>			
11.	Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	11.9551	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>		1.0196 (12)
13.	Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	12.1894	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	13.4083	per \$1,000 (14)
15.	Current year proposed millage rate	9.1749	per \$1,000 (15)
16.	<b>Minimum vote required to levy proposed millage:</b> (Check one) (16)		
<input checked="" type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. <i>Enter Line 13 on Line 17.</i>		
<input type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. <i>Enter Line 15 on Line 17.</i>		
17.	The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	12.1894	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$	382,909,853 (18)

Taxing Authority : CITY OF PALATKA		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$	3,513,160 (19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$	4,667,441 (20)
<b>DEPENDENT SPECIAL DISTRICTS AND MSTUs</b>			<b>STOP HERE. SIGN AND SUBMIT.</b>
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. (The sum of all Lines 19 from each district's Form DR-420MM-P)	\$	0 (21)
22.	Total current year proposed taxes (Line 19 plus Line 21)	\$	3,513,160 (22)
<b>Total Maximum Taxes</b>			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420MM-P)	\$	0 (23)
24.	Total taxes at maximum millage rate (Line 20 plus Line 23)	\$	4,667,441 (24)
<b>Total Maximum Versus Total Taxes Levied</b>			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	TERRY SUGGS, CITY MANAGER	TERRY SUGGS, CITY MANAGER	
	Mailing Address :	Physical Address :	
201 N 2ND ST	201 N 2ND ST		
City, State, Zip :	Phone Number :	Fax Number :	
PALATKA, FL 32177	3863290104	3863290106	

**Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.**



Reset Form

Print Form

# TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2015	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : Downtown	Base Year : 1983

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	29,326,017	(1)
2.	Base year taxable value in the tax increment area	\$	14,750,255	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	14,575,762	(3)
4.	Prior year Final taxable value in the tax increment area	\$	29,141,870	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	14,391,615	(5)

<b>SIGN HERE</b>	<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	7/1/2015 1:28 PM	

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b</i>	\$	13,846,974	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	125,440	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : TERRY SUGGS, CITY MANAGER	Contact Name and Contact Title : TERRY SUGGS, CITY MANAGER		
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST		
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106	



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

# TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2015	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : North Historic	Base Year : 1994

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	3,197,578	(1)
2.	Base year taxable value in the tax increment area	\$	1,099,110	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	2,098,468	(3)
4.	Prior year Final taxable value in the tax increment area	\$	3,391,732	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	2,292,622	(5)

<b>SIGN HERE</b>	<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	7/1/2015 1:28 PM	

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$	1,993,545	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	19,983	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : TERRY SUGGS, CITY MANAGER	Contact Name and Contact Title : TERRY SUGGS, CITY MANAGER		
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST		
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106	



Reset Form

Print Form

# TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2015	County : PUTNAM
Principal Authority : CITY OF PALATKA	Taxing Authority : CITY OF PALATKA
Community Redevelopment Area : South Historic	Base Year : 1994

**SECTION I : COMPLETED BY PROPERTY APPRAISER**

1.	Current year taxable value in the tax increment area	\$	8,147,105	(1)
2.	Base year taxable value in the tax increment area	\$	3,217,275	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	4,929,830	(3)
4.	Prior year Final taxable value in the tax increment area	\$	8,195,016	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	4,977,741	(5)

<b>SIGN HERE</b>	<b>Property Appraiser Certification</b>	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date :	7/1/2015 1:28 PM	

**SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.**

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$	4,683,339	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	43,387	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

<b>S I G N  H E R E</b>	<b>Taxing Authority Certification</b>	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :	Date :		
	Title : TERRY SUGGS, CITY MANAGER	Contact Name and Contact Title : TERRY SUGGS, CITY MANAGER		
	Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST		
	City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104	Fax Number : 3863290106	

*Agenda  
Item*

5



**SUBJECT:**

**ORDINANCE** adopting a Fire Service Assessment - 1st reading

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**SUMMARY:**

On July 9, 2015 during regular session the Commission adopted a Directory Resolution, which authorized the initiation of the process necessary for the City Commission to ultimately impose and collect a special assessment to fund fire protection services, and as since directed:

(1) the published notice of public hearing scheduled for August 6 appeared in the newspaper on July 16 (Ad Copy Attached)

(2) the City made available the preliminary Assessment Roll showing the Assessment for each and every tax parcel in the City on its website as of July 16; this interactive search engine on our website allows research by parcel ID number, owner name, and parcel address (this was an anticipated separate cost item for this service which was provided by our assessment consulting team through ENNEAD LLC, the search engine can be used throughout the process to update and communicate effectively; access can even be done on a smartphone, or the public can come to the City Clerk's offices to review during business hours), and

(3) the Assessment Ordinance has been prepared, and reviewed by staff and counsel. That ordinance follows this summary and has been duly advertised for first and second readings (ad copy attached).

The Assessment Ordinance is procedural in nature. Tonight (July 23) the Commission need only act to conduct a first reading of the ordinance, the second reading of the ordinance can only be done following a public hearing on August 6th.

Mark Lawson, Esquire, the City's consultant, recommends the following "Next steps:"

- Consideration of any written comments, and comments made at public hearing on August 6;
- After public hearing the Commission can consider the ordinance and an annual assessment resolution at that meeting or subsequently.

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**RECOMMENDED ACTION:**

**Conduct the first reading by title and approve assessment ordinance on first reading. A Public hearing on the matter is scheduled for August 6th, after which the Commission can then consider second reading on this Ordinance.**

**Suggested motion: 'Move to approve FIRE SERVICE ASSESSMENT ORDINANCE on first reading.'**

**ATTACHMENTS:**

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

**CITY OF PALATKA, FLORIDA**

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**FIRE SERVICE ASSESSMENT ORDINANCE RELATED  
TO THE PROVISION AND FUNDING OF FIRE PROTECTION  
SERVICES, FACILITIES AND PROGRAMS**

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**FIRST READING JULY 23, 2015  
SECOND READING AND ADOPTION AUGUST 6, 2015**

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ORDINANCE NO. 15 - \_\_\_\_

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, RELATING TO THE PROVISION AND FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF PALATKA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

“Annual Assessment Resolution” means the resolution described in Article II hereof, establishing the rate at which an Assessment for a specific Fiscal Year will be

computed; and the adoption of which, after a duly noticed public hearing, shall be the final proceeding for the imposition of assessments related to the provision and funding of fire protection services, facilities and programs.

**“Assessed Property”** means all Tax Parcels of land included in the Fire Service Assessment Roll that receive a special benefit from the continual availability of fire protection services and facilities.

**“Assessment”** or **“Fire Service Assessment”** means a special assessment imposed by the Commission pursuant to this Ordinance, after a public hearing, to fund the Fire Service Assessed Cost. The term **“Assessment”** and the reference to special assessments or non-ad valorem assessments herein means those assessments which can become a lien against a homestead as permitted by Article X, Section 4 of the Florida Constitution, as amended.

**“Assessment Coordinator”** means the City Manager, or such person’s designee, responsible for coordinating calculation and collection of Assessments as provided herein.

**“Assessment Ordinance”** or **“Ordinance”** means this Ordinance.

**“Assessment Roll”** or **“Fire Service Assessment Roll”** means the special assessment roll relating to an Assessment confirmed by the City Commission after a public hearing required in Article II hereof.

**“City”** means the City of Palatka, Florida.

**“City Clerk”** means the Clerk to the City Commission, or such person’s designee.

**“City Commission”** means the governing body of the City of Palatka, Florida.

**“City Manager”** means the City Manager of the City.

**“Fire Service Assessed Cost”** means that portion of the annual budget for any Fiscal Year representing all or some portion of the cost of maintaining continual readiness to provide fire protection to Tax Parcels within the City which will be funded through the imposition of Fire Service Assessments. In the event the City also imposes an impact fee upon new growth or development for capital improvements related to fire protection, the Fire Service Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

**“Fiscal Year”** means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

**“Government Property”** means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

**“Obligations”** means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred to finance fire protection facilities and equipment and secured, in whole or in part, by proceeds of the Assessments.

**“Pledged Revenue”** means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the City Commission's sole option, to secure the payment of such Obligations, as specified by this Ordinance and any resolution authorizing such Obligations.

**“Property Appraiser”** means the Property Appraiser of Putnam County, Florida.

**“Tax Collector”** means the Tax Collector of Putnam County, Florida.

**“Tax Parcel”** means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**“Tax Roll”** means the real property ad valorem tax assessment roll and data base maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

**“Uniform Assessment Collection Act”** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms

refer to this Ordinance; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

**SECTION 1.03. FINDINGS.** It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Commission has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of City ordinances.

(B) The City Commission may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Commission may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to fire protection services, facilities or programs.

(C) The special benefits to affected lands provided as a result of an Assessment include by way of example and not limitation, the continual availability of fire protection services to each Tax Parcel within the City, protection of public safety, stable or decreasing

insurance costs, a potential increase in value to property, and an assured level of service to landowners and tenants.

(D) The constant and continued preparedness to provide fire protection services, facilities and programs possess a logical relationship to the value, use and enjoyment of real property by: (1) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of real property; (3) lowering the cost of casualty or liability insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (4) providing protection for uninsured or underinsured property and property owners; and (5) containing the spread of fire incidents, sometimes occurring on vacant or undeveloped property, with the potential to spread and endanger the structures and occupants of nearby improved property, thereby limiting liability.

(E) The combined fire control and associated basic life support emergency medical services of the City under its existing fire protection program enhances and strengthens the relationship of such services to the value, use and enjoyment of the parcels of property within the City.

(F) The Assessment imposed pursuant to this Ordinance is imposed by the City Commission, not the Property Appraiser or Tax Collector. Any activity of the Property

Appraiser or Tax Collector under the provisions of this Ordinance shall be construed as ministerial.

(G) The annual Assessments to be imposed pursuant to this Ordinance are special assessments and may also constitute and be described as non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(H) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of city-wide Assessments under the home rule powers of a municipality to impose special assessments, (2) authorize a procedure for the funding of fire protection services, facilities, or programs providing special benefits to property within the City, and (3) establish a revenue or tax equity tool for funding fire protection services, facilities and programs, reduce demand on other legally available funds, allow for local policy discretion as difficult overall budget choices are made by the City Commission each year, and give the community a more equitable, balanced, sustainable and dedicated means of funding essential fire protection related services and capital improvements.

[Remainder of page intentionally left blank.]

**ARTICLE II**  
**ANNUAL FIRE SERVICE ASSESSMENTS**

**SECTION 2.01. GENERAL AUTHORITY.**

(A) The City Commission is hereby authorized to impose an annual Assessment to fund all or any portion of the Fire Service Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of fire protection services, facilities, or programs. For purposes of this Ordinance, references to 'benefit', 'special benefit', 'benefitted property' or the like also include the relief of a burden to continually stand in readiness created by real property as well as improvements thereon. All Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the annual Assessment imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a fair and reasonable apportionment of the Fire Service Assessed Cost among properties on a basis reasonably related to the special benefit provided by the availability of fire protection services, facilities, or programs funded with Assessment proceeds. The amount of the annual Assessment imposed each Fiscal Year shall include administration and collection costs associated with the annual Assessment. In the event the Assessments are collected pursuant to the Uniform Assessment Collection Act, the amount of the annual Assessment will also include fees imposed by the Property Appraiser and Tax

Collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the Assessments annually on the same bill as property taxes. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

**SECTION 2.02. PROCEEDINGS.**

(A) The proceedings for the imposition of an Assessment shall include a public hearing noticed in the manner set forth in Section 2.04 hereof, and the adoption at or anytime thereafter of an Annual Assessment Resolution which shall (A) contain a brief and general description of the fire protection services, facilities or programs to be provided or made available, (B) describe the method or methods of apportioning the Fire Service Assessed Cost among affected Tax Parcels, (C) describe the Tax Parcels, if any, to be exempted from the Fire Service Assessment for legal or public policy purposes, (D) identify the rate or rates of assessment and approve and adopt the annual Assessment Roll, consistent with the requirements of Section 2.03 hereof, and (E) determine the method of collecting the Fire Service Assessment.

(B) So long as the development and articulation of any method of apportionment, rates of assessment, the Assessment Roll or methods of notice have been reasonably undertaken and otherwise promulgated to the public in accordance with the time periods and provisions hereof, the Annual Assessment Resolution may be adopted at the same

meeting of the City Commission, or at any subsequent meeting of the City Commission, immediately after adoption of this Ordinance, or any amendment hereto.

**SECTION 2.03. ASSESSMENT ROLL.**

(A) The Assessment Coordinator shall prepare, or direct the preparation of, the Assessment Roll, which shall contain the following:

(1) A summary description of all Assessed Property by Tax Parcel conforming to the description contained on the Tax Roll.

(2) The name of the owner of the Assessed Property.

(3) The extension or application of the rates of the proposed Assessment to be imposed against each such Tax Parcel of Assessed Property.

(B) The Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel of property can be determined by use of the internet, a computer terminal available to the public or similar technology available to the public.

**SECTION 2.04. NOTICE.** At least twenty (20) days prior to the public hearing, the City shall notice the public hearing by publication in a newspaper generally circulated within the boundaries of the City. The notice shall provide the date, time and place of the hearing. The notice shall contain a general statement that the City Commission will consider imposing a special assessment throughout the City on the various parcels of

property within the City to fund all or a portion of the cost to continually be available and stand ready to provide fire protection services, facilities and programs, the proposed rates or explanation of the schedule of Assessments and include general information pertaining to the proposed apportionment methodology, the method of collection and a statement that all affected property owners have a right to appear at the public hearing and the right to file written objections within twenty (20) days of the publication of the notice. The notice shall direct all interested persons to the Assessment Roll and information concerning the amount of the proposed Assessment applicable to each parcel of property; provided, however, that such Assessment Roll need not be in printed form if the amount of the Assessment for each parcel of property can be determined by use of the internet, a computer terminal available to the public, or similar technology available to the public.

**SECTION 2.05. ANNUAL ASSESSMENT RESOLUTION.** At the time named in such notice, or to which an adjournment or continuance may be taken by the City Commission, the City Commission shall receive any written comments or objections of interested persons and may then, or at any subsequent meeting of the City Commission, adopt the Annual Assessment Resolution which shall (A) establish the rate or rates of assessment to be imposed in the designated Fiscal Year; (B) approve and adopt the Assessment Roll, with such amendments and directions as it deems just and right; and (C) provide direction as to the method of collection. All parcels assessed shall derive a special benefit from the fire protection services, facilities, or programs to be provided or

constructed and the Assessment shall be fairly and reasonably apportioned between the properties that receive the special benefit. All objections to the Annual Assessment Resolution shall be made in writing, and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. The Annual Assessment Resolution as confirmed shall constitute the final action necessary annually to impose or re-impose Assessments hereunder.

**SECTION 2.06. EFFECT OF ANNUAL ASSESSMENT RESOLUTION.**

The Assessments for the initial Fiscal Year and each subsequent Fiscal Year shall be established upon adoption and confirmation of the Annual Assessment Resolution. The adoption and confirmation of the Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the rate or rates of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the City Commission action adopting and confirming on the Annual Assessment Resolution. The initial Assessment Roll, as approved by the Annual Assessment Resolution, shall be delivered for collection using the traditional direct billing method of collection described in Section 3.02 hereof to collect the Assessments, or such other method as the City Commission by resolution shall designate.

**SECTION 2.07. ADOPTION OF SUBSEQUENT ANNUAL ASSESSMENT**

**RESOLUTIONS.** The City Commission may adopt subsequent Annual Assessment Resolutions as a part of and during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which an Assessment is imposed hereunder. The Annual Assessment Resolution shall approve the Assessment Roll for the upcoming Fiscal Year. The Assessment Roll may be prepared in accordance with the methods of apportionment set forth in the prior Assessment Resolution but may include modifications as a matter of policy as to what, if any, portion or portions of the City's budget is paid for from legally available funds other than Assessment revenues. Failure to adopt an Annual Assessment Resolution during the budget adoption process may be cured at any time.

**SECTION 2.08. ALTERNATIVE USE OF UNIFORM ASSESSMENT  
COLLECTION ACT.**

(A) The City may determine to use the uniform method of collection provided for in the Uniform Assessment Collection Act; provided, however that all of the extraordinary procedures required by the Uniform Assessment Collection Act can be and are timely complied with.

(B) In the event the uniform method of collection provided for in the Uniform Assessment Collection Act is determined to be used, the Assessment Coordinator shall publish notice which shall conform to the requirements set forth in the Uniform Assessment Collection Act and, in addition to the requirements set forth in this Ordinance,

the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the owner of each parcel of property subject to the Assessment which shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such mailed notice may be provided by including the Assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes, or its successor in function. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the owner to receive notice due to mistake or inadvertence shall nevertheless not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Commission pursuant to this Ordinance.

(C) The City Commission may also establish by resolution or directive such reasonable procedures or directions to confirm and comply with the Uniform Assessment Collection Act as may be practicable and necessary.

(D) Nothing herein shall preclude the City Commission from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to the Uniform Assessment Collection Act. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the City Commission and included in notice previously provided to the owners of Assessed Property pursuant to the Uniform

Assessment Collection Act, (2) the method of apportionment is changed or the purpose for which the Assessment is imposed is substantially changed from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, (3) Assessed Property is reclassified in a manner which results in an increased Assessment from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice and opportunity to be heard shall be provided to the owners of such Assessed Property. Such notice shall substantially conform to the notice requirements set forth in the Uniform Assessment Collection Act and inform the owner of the time, date and place for adoption of the Annual Assessment Resolution. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Commission pursuant to this Ordinance.

(E) The Assessment Roll, as approved by the Annual Assessment Resolution, shall be certified and delivered to the Tax Collector as required by the Uniform Assessment Collection Act.

**SECTION 2.09. LIEN OF FIRE SERVICE ASSESSMENTS.** Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal

taxes and special assessments. Except as otherwise provided by law, until paid such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims. The lien for an Assessment shall be deemed perfected upon adoption by the City Commission of the Annual Assessment Resolution. The lien for an Assessment collected under the Uniform Assessment Collection Method shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for an Assessment collected under the traditional method of collection provided in Section 3.02 hereof shall be deemed perfected upon adoption and confirmation by the City Commission of the Annual Assessment Resolution, after a public hearing, and shall attach to the property on such date of each such Annual Assessment Resolution.

**SECTION 2.10. REVISIONS TO FIRE SERVICE ASSESSMENTS.** If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Commission is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Commission has omitted any property on the Assessment Roll which property should have been so included, the City Commission may take all necessary steps to impose a new Assessment against any property benefited by the Fire Service Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the

City Commission may obtain and impose other Assessments until a valid Assessment is imposed.

**SECTION 2.11. PROCEDURAL IRREGULARITIES.** Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

**SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.**

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, Assessment Coordinator, City Commission, or their deputies, employees, or agents shall operate to release or discharge any obligation for payment of an Assessment imposed by the City Commission under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of fire

protection services, facilities, or programs, but that such property was omitted from the Assessment Roll, the City Commission may, upon provision of notice to the owner by first class mail, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. Such total Assessment shall become delinquent if not fully paid upon the expiration of sixty (60) days from the date of the adoption of said resolution. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected as provided in Article III hereof.

(C) The Assessment Coordinator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to an Assessment, based upon presentation of competent and substantial evidence, to correct any error in annually applying the Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of mailed notice pursuant to this Ordinance or the Uniform Assessment Collection Act. Additionally, because the size and nature of the Tax Roll may yield anomalies, the Assessment Coordinator is authorized to apply sound public administration judgment and delete or remove individual Tax Parcels from the Assessment Roll that due to specific circumstances do not receive a special benefit, are not developable (e.g. subsurface rights, submerged,

slivers, right-of-way, common elements) or are reasonably determined to be inappropriate, infeasible or impracticable to assess, and do not merit the expenditure of public funds and resources to impose or collect such Assessments. Unless the Assessment Coordinator determines that a Tax Parcel otherwise does receive benefit, for any Tax Parcel with a just value of less than \$5,000 (as determined solely by the Property Appraiser), such value may be used as a prima facie determination that the Tax Parcel need not be included on the Assessment Roll. Any such corrections shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the Assessment Coordinator and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the Assessment Coordinator.

**SECTION 2.13. INTERIM ASSESSMENTS.**

(A) An interim Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of the Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a

monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Assessment shall also include an estimate of the subsequent year's Assessment. If the Commission determines to impose an interim Assessment, no Certificate of Occupancy shall be issued until full payment of the interim Assessment is received by the City. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Assessment, shall not relieve the owner of such property of the obligation of full payment. For the purpose of this provision, such interim Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all State, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

(B) Exclusive of property for which an interim Assessment was paid pursuant to subsection (A) hereof, an interim Assessment may also be imposed against any property which for any reason was omitted from the Fire Service Assessment Roll or was not listed on the Tax Roll as an individual Tax Parcel as of the effective date of the Assessment Roll approved by the Annual Assessment Resolution for any upcoming Fiscal Year. For the

purpose of this provision, such interim Assessment shall be deemed due and payable and shall constitute a lien against such property for which it is imposed. Said lien shall be equal in rank and dignity with the liens of all State, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

**SECTION 2.14. ADMINISTRATIVE HARDSHIP DEFERMENT.**

(A) Annually upon application of the Owner of a Tax Parcel subject to the Assessments contemplated herein, the Assessment Coordinator may grant a hardship deferment, in which case the Tax Parcel in question will receive a deferral. The owner shall be required to execute a binding agreement encumbering the Tax Parcel and otherwise assure the City that payment in full of the Assessment and any recording cost, plus interest at an estimated cost of City funds compounded annually, shall be due over a period of time or upon sale or transfer of the property. Such agreement or a memorandum thereof shall be recorded in the Official Records of Putnam County, Florida. Dependent upon the volume or demand for such deferment, the City Commission may determine to release such deferments in the future. However, all funding for such hardship deferment, or the consequences of the deferment or any future release, shall be from legally available funds other than direct proceeds of other Assessments. The Assessment Coordinator is authorized to use sound public administration judgment in applying this authority and considering such applications.

(B) This provision serves to promote a public purpose and the general welfare, morals and contentment of the inhabitants and residents of the City.

[Remainder of page intentionally left blank.]

**ARTICLE III**  
**COLLECTION OF FIRE SERVICE ASSESSMENTS**

**SECTION 3.01. COLLECTION.**

(A) The process of collection is driven by many equitable, practical and economic factors. The traditional direct billing method is initially far less expensive and provides fair and adequate notice and opportunity to be heard through publication in a newspaper of general circulation. The uniform method of collection additionally provides extraordinary notice by individual mailing, but such notice is many times more expensive than published notice. The individually mailed notice required by the Uniform Assessment Collection Act is extraordinary and unique to collection of an Assessment occurring along with and included on the same bill as for ad valorem taxes.

(B) Unless otherwise directed by the City Commission, the Assessments shall be collected pursuant to the traditional direct billing method provided in Section 3.02 hereof. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by this Ordinance or the Uniform Assessment Collection Act.

**SECTION 3.02. TRADITIONAL METHOD OF COLLECTION.** The City may elect to collect the Assessments by any other method which is authorized by law or provided by this Section as follows:

(A) The City shall provide Assessment bills by first class mail to the owner of each affected parcel of property, other than Government Property. The bill or

accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement or method used to determine the amount of the Assessment, (3) the number of units contained within the Tax Parcel, (4) the rate or rates applied to the units of measurement or method and the total amount of the Assessment imposed against the Tax Parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Assessments throughout the City may be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Assessments in the manner provided by law.

(D) An Assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The City or its agent shall notify any property owner who is delinquent in payment of his or her Assessment within ninety (90) days from the date such assessment was due. Such notice shall state in effect that the City or its agent may either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law

for foreclosure of mortgages on real property; or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(E) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(F) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses otherwise reasonably attributable thereto, may be collected subsequently pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the

delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(G) Any City Commission action required in the collection of Assessments may be by resolution.

**SECTION 3.03. UNIFORM METHOD OF COLLECTION.**

(A) In lieu of utilizing any other method of collection available to the City, the City may elect to collect Assessments using the uniform method pursuant to the Uniform Assessment Collection Act; and, for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and expenses and recording costs for a prior years' assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior years' assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the owner, and (3) any lien on the affected parcel for the prior years' assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

(B) If the City Commission determines the Assessments are to be collected on the same bill as for ad valorem taxes, then the Assessment coordinator shall comply and conform to the extraordinary requirements of the Uniform Assessment Collection Act.

**SECTION 3.04. GOVERNMENT PROPERTY.**

(A) To the extent permitted by law, the City reserves the right to impose a charge or fee comparable in amount to Assessments on Governmental Property. As used in this section, the context of the term 'Assessment' shall refer to such a charge or fee. If Assessments are imposed against Government Property, the City shall provide Assessment bills by first class mail to the owner or agent of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the Tax Parcel, (4) the rate or rates applicable to the units of measurement or method and the total amount of the Assessment imposed against the Tax Parcel for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The City shall notify the owner of any Government Property that is delinquent in payment of its Assessment within ninety (90)

days from the date such assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in twelve installments with a remedy of a mandamus action in the event of non-payment. The City Commission may also contract for such billing services with any utility not otherwise owned by the City.

[Remainder of page intentionally left blank.]

**ARTICLE IV**  
**ISSUANCE OF OBLIGATIONS**

**SECTION 4.01. GENERAL AUTHORITY.**

(A) The City Commission shall have the power and is hereby authorized to provide by ordinance or resolution, at one time or from time to time in series, for the issuance of Obligations to fund fire protection facilities and equipment and any amounts to be paid or accrued in connection with issuance of such Obligations including but not limited to capitalized interest, transaction costs and reserve account deposits.

(B) The principal of and interest on each series of Obligations shall be payable from Pledged Revenue. The City Commission may agree, by ordinance or resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The City Commission may also provide, by ordinance or resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such ordinance or resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

**SECTION 4.02. TERMS OF THE OBLIGATIONS.** The Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by ordinance or resolution of the City Commission, and may be made

redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the City Commission. Said Obligations shall mature not later than forty (40) years after their issuance. The City Commission shall determine by ordinance or resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the City Commission shall determine by ordinance or resolution. The Obligations may be delivered to any contractor to pay for the provision of fire protection facilities and equipment or may be sold in such manner and for such price as the City Commission may determine by ordinance or resolution to be for the best interests of the City.

**SECTION 4.03. VARIABLE RATE OBLIGATIONS.** At the option of the City Commission, Obligations may bear interest at a variable rate.

**SECTION 4.04. TEMPORARY OBLIGATIONS.** Prior to the preparation of definitive Obligations of any series, the City Commission may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The City Commission may also provide for the replacement of any Obligations

which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions or things which are specifically required by this Ordinance.

**SECTION 4.05. ANTICIPATION NOTES.** In anticipation of the sale of Obligations, the City Commission may, by ordinance or resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Assessments, the proceeds of the notes and such other legally available moneys as the City Commission deems appropriate by ordinance or resolution. Said notes shall mature within five (5) years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The City Commission may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

**SECTION 4.06. TAXING POWER NOT PLEDGED.** Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue and, if applicable, proceeds of the Assessments, in the manner provided herein and by the ordinance or resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatsoever. No holder of

any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

**SECTION 4.07. TRUST FUNDS.** The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the ordinance or resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the ordinance or resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

**SECTION 4.08. REMEDIES OF HOLDERS.** Any holder of Obligations, except to the extent the rights herein given may be restricted by the ordinance or resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the state or granted hereunder or under such ordinance or resolution, and may enforce and compel the performance of all duties required by this part, or by such ordinance or resolution, to be performed by the City.

**SECTION 4.09. REFUNDING OBLIGATIONS.** The City may, by ordinance or resolution of the City Commission, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City issued to finance fire protection facilities and equipment, and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Assessments set forth in an Annual Assessment Resolution or other resolution, the City Commission shall provide notice to the affected property owners and conduct a public hearing in the manner required by this Ordinance.

[Remainder of page intentionally left blank.]

**ARTICLE V**  
**GENERAL PROVISIONS**

**SECTION 5.01. APPLICABILITY** This Ordinance and the City's authority to impose assessments pursuant hereto shall be applicable throughout the City.

**SECTION 5.02. SEVERABILITY.** The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

**SECTION 5.03. ALTERNATIVE METHOD.** This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

**SECTION 5.04. REPEALER.** All ordinances, resolution or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

[Remainder of page intentionally left blank.]

**SECTION 5.05. EFFECTIVE DATE.** This Ordinance shall be in force and take effect immediately upon its passage and adoption by the City Commission.

**INTRODUCED AND PASSED** on first reading in regular session of the City Commission of the City of Palatka, this \_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST: APPROVED:**

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

\_\_\_\_\_  
Terrill L. Hill, Mayor  
Ex-Officio Chair of the City Commission

**PASSED** on second and final reading by the City Commission of the City of Palatka, Florida, at regular session this \_\_\_ day of \_\_\_\_\_ 2015.

**THE CITY OF PALATKA, FLORIDA**

By: \_\_\_\_\_  
Terrill L. Hill, Mayor  
Ex-Officio Chair of the City Commission

**ATTEST:**

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

**APPROVED AS TO  
CORRECTNESS AND FORM:**

By: \_\_\_\_\_  
Donald E. Holmes, City Attorney

# Advertisement # 1

## **NOTICE OF PUBLIC HEARING BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, TO CONSIDER ADOPTION, LEVY, AND IMPOSITION OF CERTAIN SPECIAL ASSESSMENTS AGAINST REAL PROPERTY TO DEFRAY COSTS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Palatka, Florida, will hold a public hearing at the City Commission Meeting on Thursday, August 6, 2015, at 6:00 p.m., or as soon thereafter as may be heard, at City Hall, 201 N. 2nd Street, Palatka, Florida, for the purpose of hearing interested parties with respect to the following proposed special assessments.

The City of Palatka (the "City") is in the process of establishing a dedicated funding source for the provision of fire protection services and facilities through the imposition of non-ad valorem assessments, sometimes referred to as special assessments, against certain improved and vacant real property located within the City limits. The special assessments, if approved by the City Commission, will be allocated among assessable tax parcels according to a two-tiered methodology pursuant to which a portion of the costs attributable to the City's continual readiness to provide fire protection services to be shared equally among all tax parcels on a per parcel basis (Tier 2), and a portion of the remaining costs of service availability will be shared in accordance with the relative value of improvements for each tax parcel in the City as compared to the value of improvements for all tax parcels in the City (Tier 1).

All affected property owners have the right to appear at the public hearing and to file written comments and objections with the City Commission within 20 days of publication of this Notice. Written comments and objections should be sent to the City of Palatka City Hall, 201 N. 2nd Street, Palatka, FL, 32177, Attn: Betsy Driggers, City Clerk.

The contemplated special assessment offers a reasoned approach for sharing and apportionment premised upon two distinct tiers or classes of assessment allocations: Tier 1 – a sharing of benefits, burdens, and costs for fire protection services and facilities based upon the relative value of improvements for each tax parcel in the City as compared to the value of improvements for all tax parcels in the City; and, Tier 2 – a sharing of benefits, burdens, and costs for fire protection services and facilities through a per tax parcel allocation premised upon the annual budgetary necessity of maintaining a continual state of preparedness and readiness to serve. Each tax parcel within the City is uniquely identified by the county property appraiser using a parcel identification number. A more detailed description of the calculations and the reasoned method of computing and apportioning the assessment for each tax parcel of property and the preliminary fire service assessment roll are available online at [www.palatka-fl.gov/fireassessment](http://www.palatka-fl.gov/fireassessment) or at the City Clerk's Office located at City Hall, 201 N. 2nd Street, Palatka, Florida.

The special assessment will fund, in part, the costs associated with providing fire protection services and facilities each year beginning with the fiscal year 2015-16. The remainder of the fire protection budget will be funded with other legally available revenues of the City. The combination of funding sources offers a significant tax equity tool which will reduce dependence on property taxes alone as the sole source of funding for fire protection services, reduce the demand on the City's other legally available funds, and is intended to achieve a more equitable, balanced, sustainable and dedicated means of

funding the City Fire Department's service mission over time. By this approach the Commission is asking the owners of all property within the City, which enjoys the value and benefit of the assemblage of fire protection-related essential services and facilities, to contribute and, in part, participate in paying for the continual availability of fire protection service and facilities in our community.

The special assessment is an annual assessment which will continue from year to year. For the upcoming fiscal year, any assessment will be billed directly by the City to the property owner at the address shown on the records maintained by the county tax collector. In future fiscal years, the assessment will likely be collected pursuant to the tax bill collection method as authorized by Section 197.3632, Florida Statutes, in which case the annual assessment will include fees imposed by the county property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes.

If approved by the City Commission after the conclusion of the public hearing, the special assessment for each tax parcel will not exceed the sum of (i) \$2.46 per \$1,000 of the value of improvements attributed to the tax parcel by the county property appraiser (Tier 1) plus (ii) \$125.00 per tax parcel (Tier 2) together with (iii) a share of administration and collections costs associated with the annual assessment.

The dollar amount of the proposed special assessment attributable to each tax parcel can be viewed and is available online at [www.palatka-fl.gov/fireassessment](http://www.palatka-fl.gov/fireassessment) or at the City Clerk's Office located at City Hall, 201 N. 2nd Street, Palatka, FL, 32177. Please take the opportunity to review the additional information available online.

This Notice is intended to inform all constituents about the City's efforts to effectively budget and use a blend of legally available revenues to meet fire service obligations, reduce costs, be efficient and continue to provide a reasonable level of service. The mission of the City's Fire Department is to always stand ready to protect the lives and property of the community through exemplary fire education, prevention, suppression and associated emergency rescue services. This special assessment provides a supplemental and dedicated means to accomplish these responsibilities and will serve as an additional and equitable means to address the overall management and budgeting responsibilities of the City Commission.

Pursuant to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person may need to ensure a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Persons with a disability, such as vision, hearing, or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting, should contact the City Clerk in writing, or may call (386) 329-0100 for information regarding available aids and services.

/s/ BETSY DRIGGERS  
CITY CLERK  
City of Palatka, Florida

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Publication Instructions: Publish on July 16, 2015.

Advertisement #2

**CITY OF PALATKA**

**PROPOSED FIRE SERVICE ASSESSMENT ORDINANCE**

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NOTICE is hereby given that the City Commission of the City of Palatka, Florida, will consider the enactment of the following entitled Ordinance: AN ORDINANCE RELATING TO THE PROVISION AND FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF PALATKA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE, at its next regular meetings to be held at 6:00 p.m. on the 23rd day of July and 6th day of August, 2015, at City Hall, 201 N. 2nd St., Palatka, Florida. Said proposed ordinance may be inspected by the public at City Hall during regular hours of business. All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meetings at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with section 166.041, Florida Statutes.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS  
CITY CLERK

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Publication instructions: Publish on July 15 (or soonest date) and July 24, 2015.

(2) PROOFS OF PUBLICATION REQUIRED

Please send cost of advertisement with editing proof to  
Betsy Driggers, City Clerk, City of Palatka  
bdriggers@palatka-fl.gov

100 ANNOUNCEMENTS



200 EMPLOYMENT



Driver

**DRIVER TRAINEES! GET PAID COL TRAINING NOW!** Learn to drive for Stevens Transport. **NO EXPERIENCE NEEDED!** New Drivers can earn \$900/wk + benefits! Carrier covers costs! Be trained & based locally! Now Offering New Regional Routes in FL! 1-877-314-3824

General

**APPLY NOW! SO YOU DO NOT MISS OUT ON OPPORTUNITIES WITH OUR GROWING COMPANY!** St. Johns Ship Building in Putnam County is hiring! We're seeking exp. Ship Right Tradesmen who are interested in competitive salaries, starting wages up to \$22/hr DOQ. Employees receive a comprehensive benefit package including health, dental, vision & life ins., paid vacation & paid holidays. Interested applicants can fill out an application at [www.stjohnshipbuilding.com](http://www.stjohnshipbuilding.com) or email resume to [HR@stjohnship.com](mailto:HR@stjohnship.com). We are an EEO/Minority Disability & Minority Employer. Must pass bkgd & drug test.

Call Lot/Bell Bonds needs a Do-Everything Person! Wash cars, answer phones, data entry, repos, customer service & animal care. Must pass bkgd check. 885-3038

Legal Notices

PUBLIC NOTICE

**CITY OF PALATKA PROPOSED FIRE SERVICE ASSESSMENT ORDINANCE**

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, will consider the enactment of the following entitled Ordinance: AN ORDINANCE RELATING TO THE PROVISION AND FUNDING OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF PALATKA, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE, at its next regular meetings to be held at 8:00 p.m. on the 23rd day of July and 8th day of August, 2015, at City Hall, 201 N. 2nd St., Palatka, Florida. Said proposed ordinance may be inspected by the public at City Hall during regular hours of business. All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meetings at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with section 186.041, Florida Statutes.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

N/ BETSY J. DRIGGERS CITY CLERK

7/16/15  
Legal No. 00035178

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, TO CONSIDER ADOPTION, LEVY, AND IMPOSITION OF CERTAIN SPECIAL ASSESSMENTS AGAINST REAL PROPERTY TO DEFRAY COSTS ASSOCIATED WITH THE CONTINGUAL READINESS TO PROVIDE FIRE PROTECTION**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Palatka, Florida, will hold a public hearing at the City Commission Meeting on Thursday, August 6, 2015, at 8:00 p.m., or as soon thereafter as may be heard, at City Hall, 201 N. 2nd Street, Palatka, Florida, for the purpose of hearing interested parties with respect to the following proposed special assessments.

The City of Palatka (the "City") is in the process of establishing a dedicated funding source for the provision of fire protection services and facilities through the imposition of non ad valorem assessments, sometimes referred to as special assessments, against certain improved and vacant real property located within the City limits. The special assessments, if approved by the City Commission, will be allocated among assessable tax parcels according to a two-tiered methodology pursuant to which a portion of the costs attributable to the City's continual readiness to provide fire protection services to be shared equally among all tax parcels on a per parcel basis (Tier 1), and a portion of the remaining costs of service availability will be shared in accordance with the relative value of improvements for each tax parcel in the City as compared to the value of improvements for all tax parcels in the City (Tier 1).

All affected property owners have the right to appear at the public hearing and to file written comments and objections with the City Commission within 20 days of publication of this Notice. Written comments and objections should be sent to the City of Palatka City Hall, 201 N. 2nd Street, Palatka, FL, 32177. Attn: Betsy Driggers, City Clerk.

The contemplated special assessment offers a reasoned approach for sharing and apportionment premised upon two distinct tiers or classes of assessment allocations: Tier 1 - a sharing of benefits, burdens, and costs for fire protection services and facilities based upon the relative value of improvements for each tax parcel in the City as compared to the value of improvements for all tax parcels in the City; and, Tier 2 - a sharing of benefits, burdens, and costs for fire protection services and facilities through a per tax parcel allocation premised upon the annual budgetary necessity of maintaining a continual state of preparedness and readiness to serve. Each tax parcel within the City is uniquely identified by the county property appraiser using a parcel identification number. A more detailed description of the calculations and the reasoned method of computing and apportioning the assessment for each tax parcel of property and the preliminary fire service assessment roll are available online at [www.palatka-fl.gov/assessment](http://www.palatka-fl.gov/assessment) or at the City Clerk's Office located at City Hall, 201 N. 2nd Street, Palatka, Florida.

The special assessment will fund, in part, the costs associated with providing fire protection services and facilities each year beginning with the fiscal year 2016-18. The remainder of the fire protection budget will be funded with other legally available revenues of the City. The combination of funding sources offers a significant tax equity tool which will reduce dependence on property taxes alone as the sole source of funding for fire protection services, reduce the demand on the City's other legally available funds, and is intended to achieve a more equitable, balanced, sustainable, and dedicated means of funding the City's Fire Department's services mission over time. By this approach the Commission is asking the owners of all property within the City which enjoys the value and benefit of the assemblage of fire protection-related essential services and facilities, to contribute and, in part, participate in paying for the continual availability of fire protection service and facilities in our community.

The special assessment is an annual assessment which will continue from year to year. For the upcoming fiscal year, any assessment will be billed directly by the City to the property owner at the address shown on the records maintained by the county tax collector. In future fiscal years, the assessment will likely be collected pursuant to the tax bill collection method as authorized by Section 187.3632, Florida Statutes in which case the annual assessment will include fees imposed by the county property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes.

If approved by the City Commission after the conclusion of the public hearing, the special assessment for each tax parcel will not exceed the sum of (i) \$2.48 per \$1,000 of the value of improvements attributed to the tax parcel by the county property appraiser (Tier 1) plus (ii) \$125.00 per tax parcel (Tier 2) together with (iii) a share of administration and collection costs associated with the annual assessment.

The dollar amount of the proposed special assessment attributable to each tax parcel can be viewed and is available online at [www.palatka-fl.gov/assessment](http://www.palatka-fl.gov/assessment) or at the City Clerk's Office located at City Hall, 201 N. 2nd Street, Palatka, FL, 32177. Please take the opportunity to review the additional information available online.

This Notice is intended to inform all constituents about the City's efforts to effectively budget and use a blend of legally available revenues to meet fire service obligations, reduce costs, be efficient and continue to provide a reasonable level of service. The mission of the City's Fire Department is to always stand ready to protect the lives and property of the community through exemplary fire education, prevention, suppression and associated emergency rescue services. This special assessment provides a supplemental and dedicated means to accomplish these responsibilities and will serve as an additional and equitable means to address the overall management and budgeting responsibilities of the City Commission.

Pursuant to Section 286.0106, Florida Statutes, if any person decides to appeal any decision made by the City Commission with respect to any matter considered at this public meeting, such person may need to ensure a verbatim record of the proceedings is made, including this testimony and evidence upon which the appeal is to be based.

Persons with a disability, such as vision, hearing, or speech impairment, or persons needing other types of assistance, and who wish to attend City Commission meetings or any other board or committee meeting, should contact the City Clerk in writing, or may call (386) 329-0100 for information regarding available aids and services.

N/ BETSY DRIGGERS CITY CLERK City of Palatka, Florida

7/16/15  
Legal No. 00035118

#2 ↓ #1 ↓

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# *Agenda Item*

6



## CITY COMMISSION AGENDA ITEM

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### **SUBJECT:**

**ORDINANCE** - Planning Board Recommendation to rezone Public Buildings & Grounds bounded by Osceola, Morris, Kirby Streets & Crill Avenue from R-3 (Residential Multi-Family) to PBG-1 (Public Buildings & Grounds) - City of Palatka; Bert Hodge Post 45 American Legion, Inc.; Lions Club of Palatka, Inc.; and Catholic Diocese of St. Augustine owners/applicants - 1st Reading

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### **SUMMARY:**

This change is a housekeeping measure to better match future land use and zoning to existing use. The effort was initiated by the Lions Club when they checked with B&Z to determine if they could rent their hall out to a church. For some reason this and other properties around it were placed in high-density residential Future Land Use Map and zoning. The R-3 zoning in particular allowed churches, but did not allow the principal use of clubs & lodges as a use by right (this use requires conditional use approval). Since the club was a nonconforming use, it could not expand or intensify activities, including renting the hall out to a church. The residential zoning includes the Lions, American Legion, the city-owned ravine behind these buildings, and the Catholic cemetery.

Staff found that the Public Buildings Future Land Use Map category and PB-1 (Public Buildings & Grounds) were best suited for the lodges, city-owned property, and cemetery. Lodges are utilized for public assembly and fill a quasi-public role, therefore this zoning is appropriate as it allows a wide range of public/quasi-public uses by right (however it does not allow lodges, which prompted the Lions Club to advance a companion amendment that makes lodges a permissible use in this zoning district). Furthermore this area is well-suited for the public/quasi-public use as this location is not adjacent to residential uses and the allowable uses would not negatively impact surrounding properties. Staff presented this as an administrative amendment and the Lions Club applied for the companion amendment.

Two side notes: 1) by statute, the Future Land Use Map amendment can be adopted in a single hearing; this will take place simultaneously with 2nd Reading/Adoption of the Rezoning Ordinance; and 2) The Staff Report incorrectly states that the City owns the property actually owned by the Lions Club & American Legion.

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### **RECOMMENDED ACTION:**

**Pass on first reading an ordinance rezoning properties bounded by Crill Ave., Morris St., Kirby St., & Osceola St., and also the Catholic Cemetery located at the northwest corner of Kirby & Osceola Streets from R-3 (Multi-Family Residential) to PBG-1 (Public Buildings & Grounds).**

**This ordinance will come for 2nd reading/adoption on August 6, accompanied by an ordinance amending the Future Land Use Map designation from RH (Residential High) to PB (Public Buildings) for properties bounded by Crill Ave., Morris St., Kirby St., & Osceola St., and also the Catholic Cemetery located at the northwest corner of Kirby & Osceola Streets.**

### **ATTACHMENTS:**

Description

Type

- ▢ Rezoning Ordinance
- ▢ Staff Report
- ▢ Power Point Presentation

- Backup Material
- Backup Material
- Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	7/14/2015 - 11:14 AM
City Clerk	Driggers, Betsy	Approved	7/14/2015 - 11:17 AM
City Manager	Suggs, Terry	Approved	7/15/2015 - 8:36 AM
Finance	Reynolds, Matt	Approved	7/16/2015 - 9:50 AM
City Clerk	Driggers, Betsy	Approved	7/16/2015 - 2:12 PM

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> 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 R-3 (RESIDENTIAL MULTI-FAMILY) TO PBG-1 (PUBLIC BUILDINGS AND GROUNDS) FOR PROPERTIES BOUNDED BY CRILL AVENUE, MORRIS STREET, KIRBY STREET, AND OSCEOLA STREET, AND ALSO THE CATHOLIC CEMETERY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF KIRBY AND OSCEOLA STREETS (SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 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 properties: City of Palatka, Bert Hodge Post 45 American Legion, Inc., Lions Club of Palatka, Inc., and Diocese of Saint Augustine for certain amendments 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 February 3, 2015, and two public hearings before the City Commission of the City of Palatka on July 23, 2015 and August 6, 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:**

1. DICKS MAP OF PALATKA MB2 P46 BLK 146 ALL OF BLK (EX DIV A OF LOT 8 BK243 29 OR34 P432 OR171 P495), (being undeveloped

- property including most of Block 146) / tax parcel # 42-10-27-6850-1460-0083);
2. DICKS MAP OF PALATKA MB2 P46 BLK 146 DIV A OF LOT 8 (being undeveloped property at the northwest corner of Kirby and Morris Streets) / tax parcel # 42-10-27-6850-1460-0081)
  3. DICKS MAP OF PALATKA MB2 P46 PT OF BLK 146 BK243 P29 (being 316 Osceola Street) / tax parcel # 42-10-27-6850-1460-0040)
  4. DICKS MAP OF PALATKA MB2 P46 BLK 146 PT OF BLK OR34 0432 OR 171 P495 PT OF LOTS 5 & 6 (being 318 Osceola Street) / tax parcel # 42-10-27-6850-1460-0050)
  5. DICKS MAP OF PALATKA MB2 P46 PT OF BLK 147 BK I P165 (ST MONICAS CEMETERY SLY & ADJ TO WESTVIEW CEMETERY) (being 321 Osceola Street) / tax parcel # 42-10-27-6850-1470-0001)

**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 6<sup>th</sup> day of August, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> 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 RH (RESIDENTIAL HIGH) TO PB (PUBLIC BUILDINGS) FOR PROPERTIES BOUNDED BY CRILL AVENUE, MORRIS STREET, KIRBY STREET, AND OSCEOLA STREET, AND ALSO THE CATHOLIC CEMETERY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF KIRBY AND OSCEOLA STREETS (SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 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 properties: City of Palatka, Bert Hodge Post 45 American Legion, Inc., Lions Club of Palatka, Inc., and Diocese of Saint Augustine 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 February 2, 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>Acreeage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
1. 42-10-27-6850-1460-0083	2.53	RH (Residential High)	PB (Public Buildings & Grounds)
DESCRIPTION OF PROPERTY:	DICKS MAP OF PALATKA MB2 P46 BLK 146 ALL OF BLK (EX DIV A OF LOT 8 BK243 29 OR34 P432 OR171 P495)		
2. 42-10-27-6850-1460-0081	0.12	RH (Residential High)	PB (Public Buildings & Grounds)
DESCRIPTION OF PROPERTY:	DICKS MAP OF PALATKA MB2 P46 BLK 146 DIV A OF LOT 8		
3. 42-10-27-6850-1460-0040	0.53	RH (Residential High)	PB (Public Buildings & Grounds)
DESCRIPTION OF PROPERTY:	DICKS MAP OF PALATKA MB2 P46 PT OF BLK 146 BK243 P29		
4. 42-10-27-6850-1460-0050	0.49	RH (Residential High)	PB (Public Buildings & Grounds)
DESCRIPTION OF PROPERTY:	DICKS MAP OF PALATKA MB2 P46 BLK 146 PT OF BLK OR34 0432 OR 171 P495 PT OF LOTS 5 & 6		
5. 42-10-27-6850-1470-0001	1.73	RH (Residential High)	PB (Public Buildings & Grounds)
DESCRIPTION OF PROPERTY:	DICKS MAP OF PALATKA MB2 P46 PT OF BLK 147 BK I P165 (ST MONICAS CEMETERY SLY & ADJ TO WESTVIEW CEMETERY)		

**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.

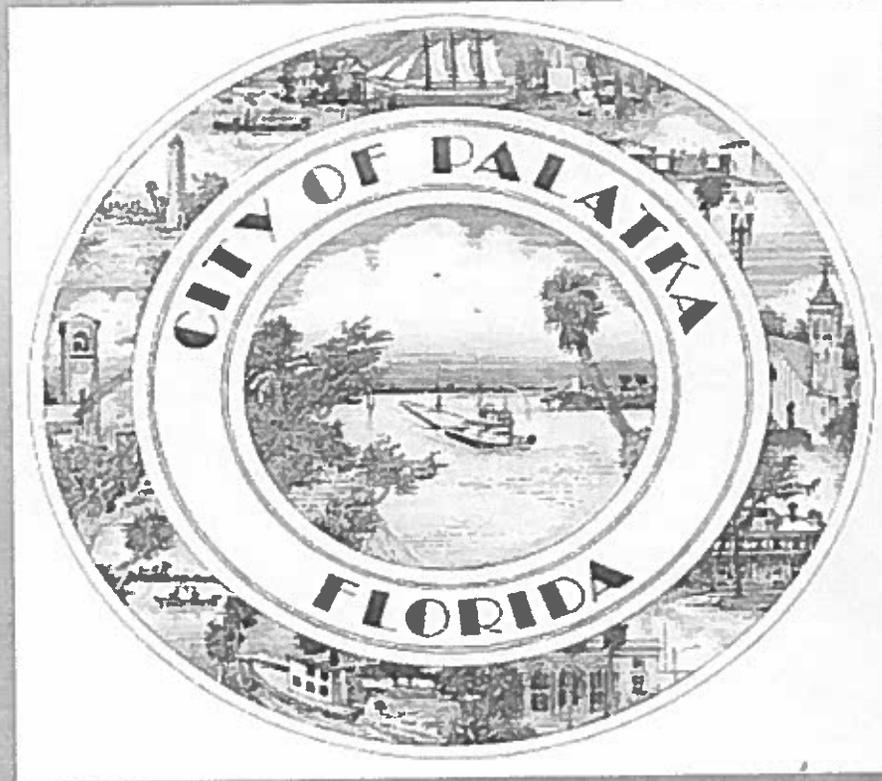
**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 28<sup>th</sup> day of May, 2015.

**CITY OF PALATKA**

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

**ATTEST:**

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



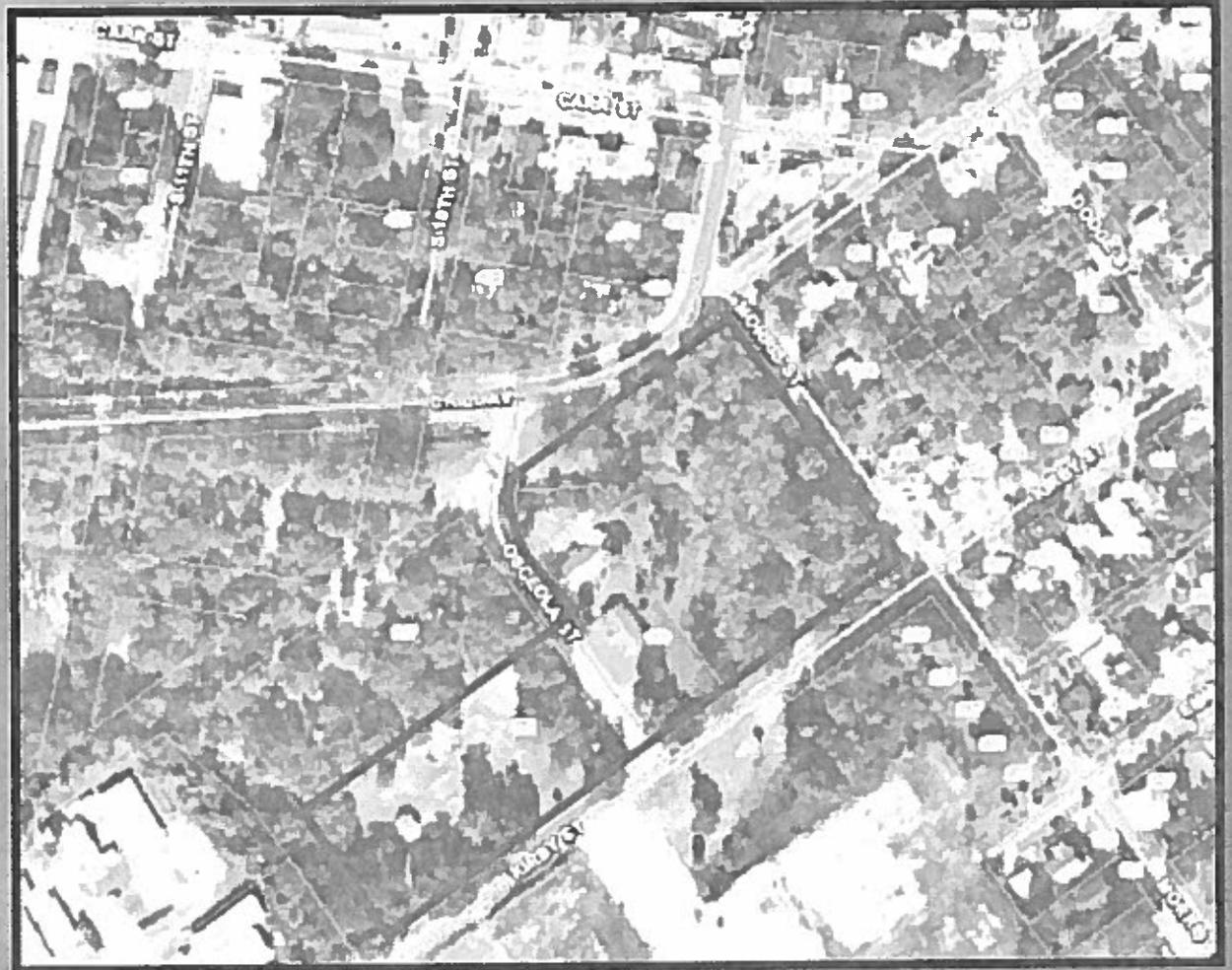
**PLANNING BOARD MEETING  
FEB. 3, 2015**



# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING

CITY-  
OWNED  
PROPERTIES  
&  
CATHOLIC  
DIOCESE  
PROPERTY





# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING





# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING





# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING

- PROPERTIES ARE QUASI-PUBLIC (LODGES & CEMETARY, AND OCCASIONAL CHURCHES IN LODGE)
- PROPERTIES IN MULTI-FAMILY FLUM & ZONING
- ZONING DOES NOT FIT USE, CHURCHES ALLOWED ONLY BY C.U. & CLUBS NOT ALLOWED



# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING

- BETTER "FIT" FOR FLUM & ZONING
- MEETS COMP PLAN & OTHER FLUM CRITERIA
- DOES NOT CREATE ISOLATED FLUM OR ZONING DISTRICT



# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING





# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING





# Case 15-02

## OSCEOLA & KIRBY STREETS FLUM & REZONING

1. RECOMMEND APPROVAL OF FLUM AMENDMENT FROM RH TO PB
2. RECOMMEND APPROVAL OF REZONING FROM R-3 TO PBG-1



# CASE 15-05

ABE W/IN 300' OF CHURCH – 301 RIVER ST.

## CONDITIONAL USE

### EVALUATION CRITERIA (CONT'D)

- COMPATIBILITY – 300 FEET PLUS BETWEEN BUILDING & NEAREST RESIDENCE AND CHURCH; EXTENSIVE PLANTINGS WILL HELP TO SCREEN BUILDING; ARCHITECTURE REVIEWED & APPROVED BY H.P.B.



# CASE 15-05

ABE W/IN 300' OF CHURCH – 301 RIVER ST.

## CONDITIONAL USE

RECOMMEND APPROVAL WITH  
FOLLOWING CONDITIONS:

- PROJECT TO CONFORM WITH SITE PLAN
- PACKAGE SALES & ON-PREMISES CONSUMPTION FOR RESTAURANT
- MAXIMUM 200 SEATS FOR RESTAURANT
- ALL APPLICABLE MUNICIPAL CODE STANDARDS MET, INCLUDING ALCOHOL BEVERAGE CODE