

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 January 14, 2016

CALL TO ORDER:

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

APPROVAL OF MINUTES – 12/10/15 Regular & 12/17/15 Called Meetings

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. PROCLAMATION - Florida First Responder Appreciation Week – January 4 – 8, 2016
- b. PROCLAMATION - City Of Palatka 163rd Birthday – January 8, 2016

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

3. CONSENT AGENDA

- *a. Adopt Resolution No. 2016-12-01 authorizing the execution of Bid Administration Work Order 15-48 with Passero Associates in the amount of \$27,800 for CDBG Project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements
- *b. Adopt Resolution No. 2016-12-02 approving the purchase of two Nimble CS215 storage devices, including installation and support, from Vology in the amount of \$57,962.98 and amending the FYF 2015-16 General Fund Budget
- *c. Appoint members to the Golf Course Advisory Board:
 1. Annual Appointments: Wilson Edwards, (President) & Jim Roach for PMGA; Joyce Oliver (President) and Gen Alvers for PWGA, for one-year terms to expire January, 2017;
 2. Reappoint Jeffrey Elledge as Commission Representative for a 3-year term to expire Jan. 2019
- *d. Reappoint Mayor Hill, Vice Mayor Brown and Commissioner Norwood as City of Palatka Representatives to the Putnam County Development Authority for a one year term to expire January, 2017 (Annual Appointment)
- *e. Grant permission to exceed allowable noise levels for Special Events Permit No. 16-11, Dr. Martin Luther King Jr. Day Festival & March, to include Booker Park on January 18, 2016 from 11 am until 3 pm and the closure of specified streets on January 18, 2016 from 6:30 am until 4:30 pm -- Shirley Edwards, African American Cultural Arts Council, Applicant.
- *f. Grant permission to allow public consumption of alcohol and open containers along St. Johns Avenue between 200 and 1000 blocks for Special Events Permit No 16-10 - Palatka Main Street Winter Wine Stroll, January 23, 2016, 5 pm to 9 pm – Harris Berns-Cadle, Agent for Applicant.
- *g. Grant permission to exceed allowable noise levels and allow closure of part of Memorial Drive & 100 Block of St. Johns Avenue for Special Events Permit No.16-13 -- Palatka Main Street 3rd Friday Downtown Street Party, to be held January 15, 2016; February 19, 2016 and April 15, 2016 from 6 pm to 10 pm - Palatka Main Street, Inc./Harris Berns-Cadle, Agenda for Applicant
- *h. Grant permission to exceed allowable noise levels and allow closure of a portion of Zeagler Drive (9 am to 3 pm) for Special Events Permit # 16-08 - Cancer Survivorship Celebration to be held on March 12, 2016 from 9:00 am until 3:00 pm - Dr. Anand Kuruvilla, Applicant
- *i. Grant permission to exceed allowable noise levels for Special Events Permit No.16-02 - Just for Jesus Ministries Battle of the Bands, March 26, 2016 from 9:00 a.m. until 12:00 noon at the Riverfront Park (live entertainment)- Just for Jesus Ministries/ Wayne Mustard, Applicant

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA

January 14, 2016

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3. CONSENT AGENDA (Continued)

- *j. Grant permission to exceed allowable noise levels (10 am to 6 pm) and close the 300 & 400 Blocks of St. Johns Avenue for duration of event for Special Events Permit No. 16-06, Chalk Explosion - April 9, 2016 from 5:00 am until 6:00 pm - Arts Council of Greater Palatka, Applicant
- *k. Approve request items for Special Event Permit No. 16-01- Hospice Bass Tournament- April 30, 2016 from 3:00 am until 5:30 pm - Northeast Florida Association of Realtors, Applicant
 - 1. Grant permission to exceed allowable noise levels throughout the duration of event.
 - 2. Grant permission to sell and consume alcoholic beverages throughout the duration of the event.
 - 3. Allow street closure of Memorial Parkway from River Center parking lot to 2nd St.

- * 4. REQUEST to amend Contract for Purchase and Sale between City of Palatka and Riverfront Development Group, LLC – Joseph C. "Corky" Diamond, Manager, RDG LLC
- * 5. RESOLUTION authorizing the execution of a Memorandum of Agreement with Rotary Club of Palatka for the construction of a nature-based playground the Riverfront Park - Adopt
- * 6. RESOLUTION authorizing execution of US Department of Housing and Urban Development Conciliation Agreement/Voluntary Compliance Agreement between City of Palatka and Palatka Housing Authority, FHEO Case Number 04-15-0430-8/04-15-0430-6.
- * 7. ORDINANCE extending the 2008 Economic Recovery and Incentive Program, suspending the collection of certain impact fees, through December 31, 2017 - First Reading
- * 8. ORDINANCE amending Chapter 50, Article III of the Code of Ordinances to amend various elements of the Special Events Ordinance - 1st Reading
- * 9. DISCUSSION - Planning Board recommendation to amend the Municipal Code to eliminate Zoning Board of Appeals and transfer this Board's duties to the Palatka Planning Board
- * 10. DISCUSSION – regarding the purchase and sale agreements on three (3) residential properties
- * 11. DISCUSSION – Golf Course Management and Restaurateur RFP
- * 12. DISCUSSION – RFQ for Consultant/lobbyist services for Adopted City of Palatka Community Development and Sustainability Goals

13. CITY MANAGER & ADMINISTRATIVE REPORTS

14. COMMISSIONER COMMENTS

15. ADJOURN

*Attachment **Separate Cover

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

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

Upcoming Events:

Jan. 18 - City Offices closed to observe ML King Jr. Day
Feb. 2 – 3 – FLC Legislative Action Day - Tallahassee
March 4 – Azalea Festival Mayor's Reception

Board Openings:

Planning Board – 1 Vacancy (at large)
Tree Committee – 1 Vacancy (at large)
Board of Zoning Appeals – 3 vacancies (at-large)

CITY OF PALATKA



Proclamation

WHEREAS, Florida's first responders include law enforcement officers, firefighters, paramedics, and EMTs who bravely and selflessly risk their lives every day to protect Florida families visitors and businesses, and who face uncertain situations everyday; and,

WHEREAS, Florida's first responders bravely and selflessly risk their lives daily to protect Florida families, visitors, and businesses; and

WHEREAS, Florida's first responders are dedicated professionals who make a valuable difference in our communities by upholding the principle that no one is beyond the protection or reach of the law, and their commitment to continued training, skill enhancement and inter-agency coordination make them vital members of every Florida community; and

WHEREAS, acts of recognition, kindness, and appreciation from citizens for Florida's first responders provide them needed encouragement and support; and

WHEREAS, Governor Rick Scott has declared January 4 - 8 as Florida First Responder Appreciation Week and has invited Florida's cities and community partners to take time out of their day to show first responders and their families how much we value their service to our cities, counties, and state; and,

WHEREAS, the City of Palatka recognizes and wishes to express appreciation for the brave men and women who devote their lives to protecting and serving our community.

NOW THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, endorse and join Governor Rick Scott in proclaiming January 4 – 8, 2016, as

“FLORIDA FIRST RESPONDER APPRECIATION WEEK”

in Palatka, and encourage all citizens to take time out of their day to say "Thank You" and show first responders and their families how much we value their service to cities, counties, and state.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 14th day of January, in the Year of Our Lord Two Thousand and Sixteen.

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

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR



RICK SCOTT
GOVERNOR

FLORIDA FIRST RESPONDER APPRECIATION WEEK

WHEREAS, Okaloosa Deputy Sheriff Bill Myers and Ocala Police Officer Jared Forsyth lost their lives in the line of duty last year; and

WHEREAS, each loss of a first responder is heartbreaking, and losing two heroes over the last year is a signal to all Floridians to pray for our men and women in uniform who protect our communities each day; and

WHEREAS, Florida's first responders include law enforcement officers, firefighters, and EMTs who bravely and selflessly risk their lives every day to protect Florida families, visitors, and businesses; and

WHEREAS, Florida's first responders do not hesitate to risk their own lives in order to save the lives of others, and their commitment to continued training, skill enhancement, and inter-agency coordination make them vital members of every Florida community; and

WHEREAS, acts of kindness and appreciation from citizens for first responders provide them encouragement and support to confront the dangerous and uncertain situations they face every day;

NOW, THEREFORE, I, Rick Scott, Governor of the State of Florida, do hereby proclaim January 4-8, 2016 as *Florida First Responder Appreciation Week* and encourage all Floridians to take time out of their day to show first responders and their families how much we value their service to our cities, counties, and state. *Florida First Responder Appreciation Week* is an opportunity for Florida leaders at every level to demonstrate appreciation for all men and women who protect and serve our state as first responders and an opportunity for Floridians to say, "thank you," to the first responders who keep them safe.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, the Capital, this ninth day of December, in the year two thousand fifteen.


Governor

CITY OF PALATKA



Proclamation

WHEREAS, Palatka has long been an integral part of the history of the State of Florida, from its early Native American inhabitants to the European settlement of East Florida, and later through the expansion of territorial days and statehood. When the US Army established a military outpost at a strategic location on the St. Johns River known as Ft. Shannon, or Fort Number 5, during the Seminole Wars, citizens began to move in and establish homes, businesses, roads and a post office to benefit incoming residents and assist in the improvement of the territory and State; and

WHEREAS, the Town of Palatka was first chartered and established as the County Seat of newly chartered Putnam County by the Florida Legislature on January 13, 1849. Many of its founding fathers were Supreme Court Justices, a Governor, lawyers, statesmen, civic leaders and entrepreneurs, and were instrumental in the political history of the State. The community prospered until the outbreak of Civil War, when progress of the settlement was halted. Following the War, Colonel Hubbard L. Hart made the area a tourist destination by promoting the steamboat industry for the next sixty years. Palatka became known as “the Gem City of the St. Johns” because of its charm and beauty and

WHEREAS, on January 8, 1853, the Town was officially re-chartered as the City of Palatka by the State Legislature for the purpose of providing a local government to its citizens. The charter provided for an elected Mayor and City Aldermen until January 27, 1924, when a new charter was adopted that provided for the establishment of a more modern form of government, with an elected five-member city commission consisting of one Mayor/Commissioner and four at large Commissioners, which exists to this day.; and

WHEREAS, Palatka suffered a devastating fire on November 7, 1884, with great loss, but the citizens rebuilt the Town from the ashes as a more modern masonry town of the 1880’s, and it became know as a “tourist mecca” of the south, being one of the few communities in Florida to have a “mass transit” system of mule drawn trolleys. Industries such as the Wilson Cypress Company, which shipped lumber all over the world, were established; and

WHEREAS, the City of Palatka annexed its “sister city,” Palatka Heights, in 1921. With the City’s ability to afford its’ citizens infrastructure, by 1930 the City of Palatka had entered the ranks of modern cities with subdivisions, 35 miles of paved city streets, parks, a golf course, a County Jail, two hospitals, a high school, and library. Today Palatka contains hundreds of miles of paved streets & sidewalks, numerous parks & schools, historic districts, museums & galleries, industries, commerce, modern medical facilities, and municipally-owned cemeteries, water & sewer utilities, and an airport.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby proclaim Friday, January 8, 2016 as

CITY OF PALATKA 163rd BIRTHDAY CELEBRATION DAY

in the City of Palatka, Florida, and urge all citizens to join in recognizing and celebrating this historic occasion.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 8th day of January, in the Year of Our Lord Two Thousand and Sixteen.

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

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2012-12-01 authorizing the execution of Bid Administration Work Order 15-48 with Passero Associates in the amount of \$27,800 for CDBG project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements

SUMMARY:

The City of Palatka was recently awarded a Florida Department of Economic Opportunity (DEO) grant under the Commercial Revitalization category in the amount of \$750,000.00 under the FFY 2013 Small Cities Community Development Block Grant (CDBG) program for parking improvements/facilities to the Riverfront Park. Improvements include storm water infrastructure, reconfiguration of Short Laurel and parking construction. The project is 100% grant funded..

On May 14, 2015 the City Commission accepted Passero & Associates as the top ranked respondent to a Request for Qualifications and authorized negotiations. Passero & Associates has a continuing services contract in place with the City of Palatka. The proposed work order is attached for your review. The proposed amount is high, but within the acceptable range for bid administration on a project of this size and complexity.

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

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Bid Administration Work Order 15-48 with Passero & Associates in the amount of \$27,800 for CDBG project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements - Adopt

ATTACHMENTS:

Description	Type
▣ Passero WO 15-48 Resolution	Resolution
▣ Work Order 15-48	Backup Material
▣ Project Boundary	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
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Grants & Projects
City Clerk
City Manager

Griffith, Jonathan
Driggers, Betsy
Suggs, Terry

Approved
Approved
Approved

1/5/2016 - 2:43 PM
1/5/2016 - 3:24 PM
1/6/2016 - 1:47 PM

RESOLUTION No. 2016

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF BID
ADMINISTRATION WORK ORDER 15-48 WITH
PASSERO & ASSOCIATES IN THE AMOUNT OF \$27,800
FOR CDBG PROJECT NO. 15DB-OJ-04-64-02-C04 FOR
PHASE IV RIVERFRONT PARK IMPROVEMENTS**

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

WHEREAS, on May 14, 2015 the City Commission adopted Resolution 2015-11-32 accepting Passero & Associates as the top ranked respondent; and

WHEREAS, Passero & Associates has proposed work order 15-48 for bid administration services for the project; and

WHEREAS, it is in the best interest of the City to authorize work order 15-48.

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

1. That the City Manager is hereby authorized to sign work order 15-48 for Bid Administration services for the CDBG C04 Riverfront Improvement Project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of January, 2016.

CITY OF PALATKA

By: Its MAYOR

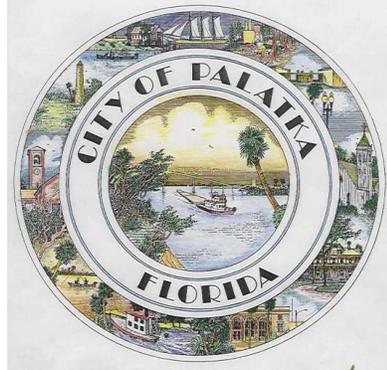
ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka



Palatka Riverfront Improvements Bidding Administration

Bidding Administration

by

Passero Associates, LLC

PA Project No. 24000010.0048

Work Order No. 15-48

Palatka Riverfront Improvements – Bidding Administration
Palatka Riverfront Park, Palatka, Florida

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

Project Location: Palatka Riverfront Park, Palatka, Florida.

Project Description: This project includes the reconfiguration, rehabilitation and expansion of an existing parking lot; reconfiguration of the adjacent three-road intersection; rehabilitation of South 2nd Street & Memorial Parkway; improvements to several adjacent pedestrian walkways and curbing.

Scope of Basic Services: Bidding administration services.

Scope of Special Services: None.

Scope of Construction Services: Not included in this Contract.

Client Manager: Mr. Terry Suggs, City Manager.

Client Project Manager: Mr. Jonathan Griffith.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Matthew Singletary, P.E. (Note: Rudd Jones, PE will be responsible to direct the engineering plan revisions.)

Basic Services Compensation and Method of Payment: Design and Bidding \$27,800.00

Special Services Compensation and Method of Payment: N/A N/A

Total Project Cost: Not-to-Exceed \$ 27,800.00

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

Meetings: As needed and directed by the City.

Deliverables: 1. Management of the bidding process.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

"CLIENT" - CITY OF PALATKA

BY: _____

BY: _____

Andrew M. Holesko, Vice President

Typed Name, (Title)

Terry Suggs, City Manager

Typed Name, (Title)

ATTEST BY: _____

ATTEST BY: _____

Date: _____

Date: _____

Attachment A: Scope of Work

Riverfront Improvements – Bidding Administration

Palatka Riverfront Park, Palatka, Florida

I. PROJECT DESCRIPTION

This project includes the reconfiguration, rehabilitation and expansion of the existing parking lot bounded by the Boat Ramp Marina, South Third Street, “Short” Laurel Street, and South Second Street.

“Short Laurel Street shall be demolished and a new three road intersection configuration created for the intersection of Laurel Street, South Second Street, and Memorial Parkway.

South 2nd Street and Memorial Parkway shall be rehabilitated.

Several, adjacent pedestrian cross-walk, sidewalk and curbing improvements associated with the parking lot and roadway improvements shall be completed.

II. SCOPE OF BASIC SERVICES

Passero Associates (Consultant) will provide the following services to assist the City of Palatka (City) with the proposed Riverfront Park Improvements:

A. Engineering Design (Revision) Phase

1. Included under Work Order 15-48A.

B. Permitting Phase

1. Included under Work Order 15-48A.

C. Bid Assistance Phase

1. Prepare advertisement for bids, contract document log and assist the City in the legal advertisement of the project and tracking of outstanding contract document sets.
2. Questions from potential bidders will be directed to and answered by addendum (if required).
3. A pre-bid conference will be scheduled at least ten (10) days prior to the scheduled bid opening. Minutes of the pre-bid conference will be prepared by Consultant and supplied to all meeting attendees and contract document holders.
4. Consultant will assist the City at the bid opening. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor’s personnel, equipment lists, and financial statement to verify the contractor’s qualifications and financial responsibility. If the contractor has no past working relationship with Consultant or the City, the contractor’s references will be checked.
5. Prepare bid tabulation and, if approved by the City, send it to all bidders.

6. Recommendation of award or rejection of bids, if appropriate, shall be provided to the City. Concurrence of the award by applicable funding agencies will be requested.
7. Prepare conformed copies of the contract and coordinate contractor execution of the contract. The attachments to the contract such as bonds and insurance will be reviewed by Consultant.
8. Review the contractor executed documents with the City prior to execution by the City. After the contracts have been executed by the City, the construction administration department will assist in distributing copies of the contracts to the contractor and applicable funding agencies.
9. Contact applicable funding agencies (as required) for permission to issue a Notice to Proceed (NTP). After receiving permission, a sample NTP letter will be sent to the City and Consultant will coordinate the transmittal of the NTP to the contractor.

III. **Scope of Special Services**

A. N/A

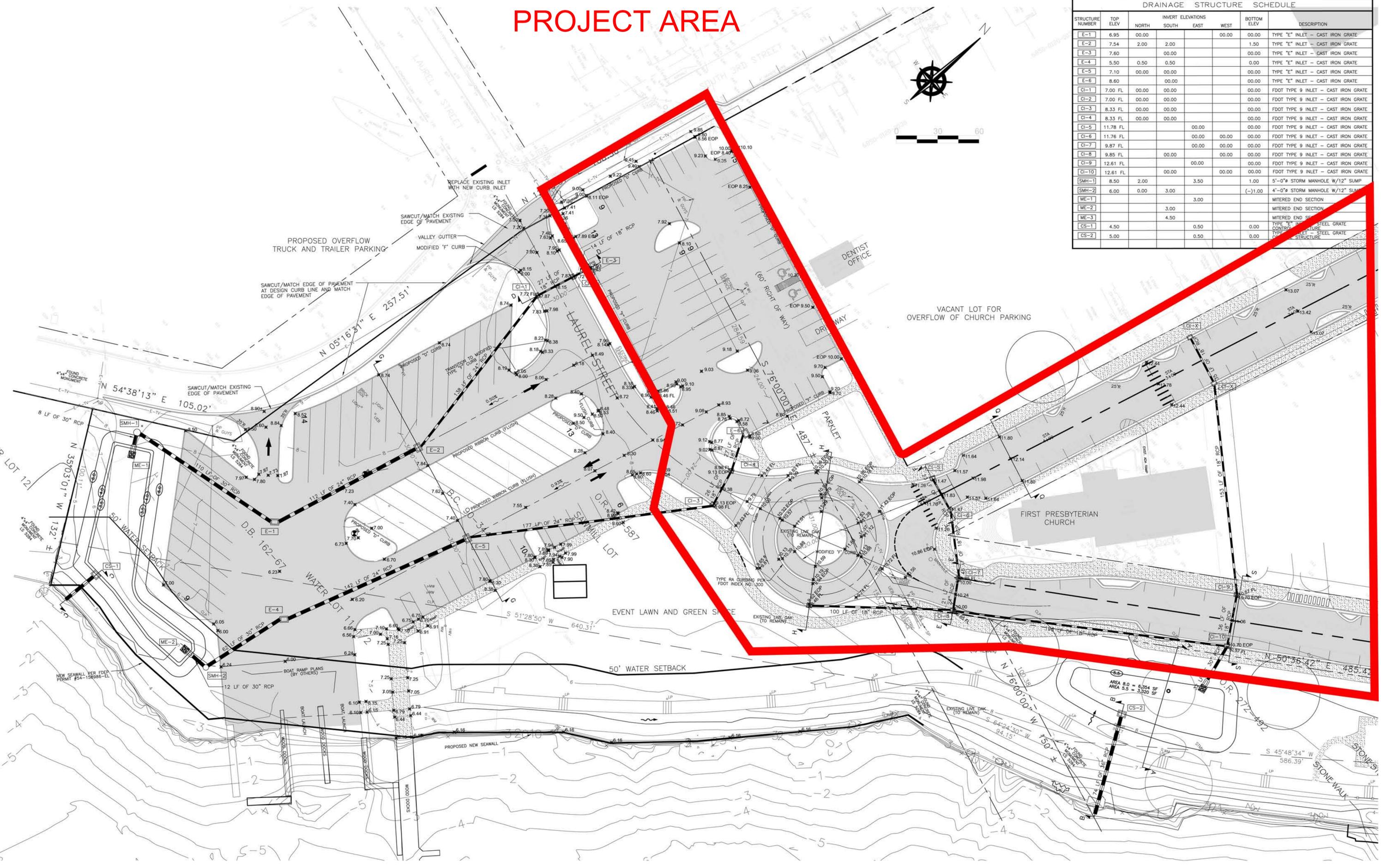
IV. **Other Considerations**

1. This project does not include any form of special services, (other than as specified above). For example, the project does **not** include the following:
 - Any Additional Permitting.
 - Preparation of additional related Design, Construction Plans, and Specifications.
 - Other special services (such as environmental studies, permitting, traffic study or other special studies, etc.) that may be desired or requested, but often are not defined at the beginning of a project. If needed, special services shall be performed by the Consultant for additional compensation and only as requested and approved by the City, in writing, during later stages of the project.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services

PROJECT AREA

STRUCTURE NUMBER	TOP ELEV	INVERT ELEVATIONS			BOTTOM ELEV	DESCRIPTION
		NORTH	SOUTH	EAST		
E-1	6.95	00.00			00.00	TYPE "E" INLET - CAST IRON GRATE
E-2	7.54	2.00	2.00		1.50	TYPE "E" INLET - CAST IRON GRATE
E-3	7.60		00.00		00.00	TYPE "E" INLET - CAST IRON GRATE
E-4	5.50	0.50	0.50		0.00	TYPE "E" INLET - CAST IRON GRATE
E-5	7.10	00.00	00.00		00.00	TYPE "E" INLET - CAST IRON GRATE
E-6	8.60		00.00		00.00	TYPE "E" INLET - CAST IRON GRATE
CI-1	7.00 FL	00.00	00.00		00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-2	7.00 FL	00.00	00.00		00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-3	8.33 FL	00.00	00.00		00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-4	8.33 FL	00.00	00.00		00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-5	11.78 FL			00.00	00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-6	11.76 FL		00.00	00.00	00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-7	9.87 FL		00.00	00.00	00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-8	9.85 FL		00.00	00.00	00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-9	12.61 FL		00.00	00.00	00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
CI-10	12.61 FL		00.00	00.00	00.00	FDOT TYPE 9 INLET - CAST IRON GRATE
SMH-1	8.50	2.00		3.50	1.00	5'-0" STORM MANHOLE W/12" SUMP
SMH-2	6.00	0.00	3.00		(-1.00)	4'-0" STORM MANHOLE W/12" SUMP
ME-1			3.00			MITERED END SECTION
ME-2			3.00			MITERED END SECTION
ME-3			4.50			MITERED END SECTION
CS-1	4.50			0.50	0.00	TYPE "E" INLET - STEEL GRATE CONTROL STRUCTURE
CS-2	5.00			0.50	0.00	TYPE "E" INLET - STEEL GRATE CONTROL STRUCTURE



THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY RUDD JONES P.E. SHALL BE WITHOUT LIABILITY TO RUDD JONES P.E. & ASSOCIATES, P.A. CONSULTING ENGINEERS.

NO.	DATE	BY	REVISIONS

**Downtown Riverfront Area
Redevelopment**
Located in Palatka, Florida

Rudd Jones, P.E. & Associates, P.A.
Consulting Engineers
7450 South Federal Hwy, Port St. Lucie, FL 34952, Phone: (772) 336-2933
209 North 4th Street, Palatka, FL 32177, Phone: (386) 385-3610
FLORIDA CERTIFICATE OF AUTHORIZATION No. 00008303

DATE: MAY 2013
DRAWN BY: JMS
DESIGNED BY: FRJ
CHECKED BY: SSC
CADD FILE:

**Paving, Grading and
Drainage Plan - South**

SCALE VERIFICATION
HORIZ. SCALE: 1" = 30'
VERT. SCALE:
PROJECT No.: 2012-505
SHEET 4 OF 12



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-02 approving the purchase of two Nimble CS215 storage devices, including installation and support, from Vology in the amount of \$57,962.98 and amending the FY2015-2016 General Fund budget.

SUMMARY:

Over the past several months, the IT Department has been researching solutions to resolve issues with the City's server storage and redundancy.

Attached is a Powerpoint presentation that contains a broad outline of the City's network and server layout as well as the issues that we have been dealing with regarding the current storage device.

The devices that are being recommended to resolve these issues are two Nimble CS215 devices. One device will be setup at the Police Department in the server room as the primary device. The second device will be setup at City Hall and will act as a redundant device that will be a mirror of the first device so that in the event that one device becomes inoperable, the other device can take over and there will be no loss of data and a relatively small downtime. This will alleviate the issue we currently have daily and weekly tape backups that require a substantial amount of staff time to manage.

A quote was obtained from Vology, which is currently the only provider in the State that sells, supports AND installs the device. Other providers sell the device along with a support package, however they do not install the device. Vology has provided the city with products and services since the network was originally designed. Vology technicians were on-site and heavily involved in the creation of the network so they already have knowledge of how our network is setup and how it operates. Therefore, even if the device were purchased from another vendor, the City would use Vology to install the device.

In order to ensure that the quote from Vology for the device and support was reasonable, two other quotes were requested from other vendors. These quotes came in much, much higher than Vology's quote therefore we recommend that the device, support and installation quote from Vology in the total amount of \$57,962.98 be accepted and approved. All three quotes have been attached to this agenda item for information purposes.

\$30,000 was included in the capital outlay line of the IT department budget to resolve the storage and backup issues, therefore a budget amendment is being requested in the amount

of \$27,963 from Operating Reserves to the capital outlay expense line in the IT department to cover the cost of the devices, installation and support.

RECOMMENDED ACTION:

Adopt resolution approving the purchase of two Nimble CS215 storage devices, including installation and support, from Vology in the amount of \$57,962.98 and amending the FY2015-2016 General Fund budget.

ATTACHMENTS:

Description	Type
▫ Resolution	Resolution
▫ Vology Quote	Backup Material
▫ Gov Connection Quote	Backup Material
▫ Prosys Quote	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	1/4/2016 - 4:10 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 12:15 PM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:55 PM

RESOLUTION No. 2016-xx-xx

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
APPROVING THE PURCHASE OF TWO NIMBLE CS215
STORAGE DEVICES AND AMENDING THE FY 2015-2016
BUDGET**

WHEREAS, the Information Technology department requested quotes for the purchase, installation and support of two Nimble CS215 storage devices; and

WHEREAS, the quote from Vology in the amount of \$57,962.98 has been determined to be the most cost effective quote; and

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2015-2016 budget.

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

1. The quote from Vology for the purchase of two Nimble CS215 devices, including installation and support in the amount of \$57,962.98 is hereby accepted and approved.
2. The expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
001-17-516-6-6400	CAPITAL OUTLAY	\$ 30,000	\$ 27,963	\$ 57,963
001-83-581-9-9900	OPERATING CASH RESERVE	\$ 862,243	\$ (27,963)	\$ 834,280
TOTAL EXPENDITURES AMENDED:		\$ 892,243	\$ -	\$ 892,243

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of January, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Vology
 4027 Tampa Road, Suite 3900
 Oldsmar, FL 34677
 (813)-852-6400 office (813)-490-7090 fax

SALES QUOTE
SQ-539486
10/8/2015

Quote Name:

Customer		Contact		Ship To			
City of Palatka 201 N. 2nd St Palatka, FL 32177 US 386-329-0115		Walsh, Brian		City of Palatka 201 N. 2nd St Palatka, FL 32177 US 386-329-0115			
Account	Terms	Due Date	Account Manager		Schedule Date	Ship VIA	P.O. #
114955 / CITY114955	Net 30	10/13/2015	Steve Hammons Ph# (813) 387-4181	SHammons@Vology.com Fax# (813) 490-7090	10/13/2015	UPS Ground	

Line #	Manufacturer / Model / Description	Product Condition	Qty	Unit Price	Extended Amount
1	Nimble Storage / CS215-2G-12T-320F / Nimble Storage CS-Series CS215 - Hard drive array - 12 TB - 12 x HDD 1 TB + 4 x SSD 80 GB - iSCSI (1 GbE) (external) - rack-mountable - 3U	New	2	20,928.00	41,856.00
2	Nimble Storage / SLA-4HR / Nimble World-Class Support Premium 4-Hour - Extended service agreement - advance parts replacement - shipment - response time: 4 h	New	2	5,122.40	10,244.80
				SubTotal:	\$52,100.80
				Est. Freight	\$0.00
				Total Amount	\$52,100.80

Memo :

All certified pre-owned products have passed our 5 Star Certification Process and is backed by our 5 year Warranty. (End-User Customers only) For detailed information regarding our 5 year warranty, 5 Star Certified Process and returns please visit our website at <http://www.vology.com/services-solutions/warranty-solutions>. For all other products, Vology makes no claim as to the warranty of any products or services in this quotation. Only the written warranty offered by the equipment manufacturer or service provider will apply. This agreement will expire 7 days from the quote date above. Prices are subject to change without notice. Unless noted, this quote does not include shipping charges or taxes.

Check out how the products you order are processed - Video Tour
www.vology.com/company/vology-virtual-tour

Accept this quote - Signature: _____

Purchase Order #: _____



Vology
 4027 Tampa Road, Suite 3900
 Oldsmar, FL 34677
 (813)-852-6400 office (813)-490-7090 fax

SALES QUOTE
 SQ-523551
 10/8/2015

Quote Name:

Customer		Contact	Ship To				
City of Palatka 201 N. 2nd St Palatka, FL 32177 US 386-329-0115		Walsh, Brian	City of Palatka 201 N. 2nd St Palatka, FL 32177 US 386-329-0115				
Account	Terms	Due Date	Account Manager		Schedule Date	Ship VIA	P.O. #
114955 / CITY114955	CC	10/28/2015	Steve Hammons Ph# (813) 387-4181	SHammons@Vology.com Fax# (813) 490-7090	10/28/2015	UPS Ground	

Line #	Manufacturer / Model / Description	Product Condition	Qty	Unit Price	Extended Amount
1	Professional Services - S / TECHPROJECT-TAX / Technical Services Project	Professional Services	1	5,862.18	5,862.18
2	2.2.1 SCOPE TASKS 2.2.2 Base setup of the one (1) Nimble CS215 iSCSI Storage Array(s): a. Physically rack and cable equipment b. Verify the firmware version and upgrade if required. 2.2.3 Configuration of the one (1) Nimble CS215 iSCSI Storage Array(s): a. Network interfaces of storage array for management and iSCSI networks b. Volume provisioning and storage policies c. Disk subsystem redundancy levels, where applicable d. Creation of up to five (5) LUNs e. Presentation of LUNs				
				SubTotal:	\$5,862.18
				DON'T FORGET We stock a full line of CABLES, GBICs and ACCESSORIES INCLUDE with this ORDER & SAVE! Est. Freight	\$0.00
Memo :				Total Amount	\$5,862.18

All certified pre-owned products have passed our 5 Star Certification Process and is backed by our 5 year Warranty. (End-User Customers only) For detailed information regarding our 5 year warranty, 5 Star Certified Process and returns please visit our website at <http://www.vology.com/services-solutions/warranty-solutions>. For all other products, Vology makes no claim as to the warranty of any products or services in this quotation. Only the written warranty offered by the equipment manufacturer or service provider will apply. This agreement will expire 7 days from the quote date above. Prices are subject to change without notice. Unless noted, this quote does not include shipping charges or taxes.

Check out how the products you order are processed - Video Tour
www.vology.com/company/vology-virtual-tour

Accept this quote - Signature: _____

Purchase Order #: _____

ORDERING INFORMATION
GovConnection, Inc.

Please contact your account manager with any questions.

<u>Ordering Address</u>	<u>Remittance Address</u>
GovConnection, Inc. 732 Milford Road Merrimack, NH 03054	GovConnection, Inc. Box 536477 Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: *Manufacturer's Standard Commercial Warranty*

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@GovConnection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Thomas Cataldi
Phone: 800-800-0019 ext. 34048
Fax: 800
Email: tcataldi@govconnection.com

23990563.02-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 11/17/2015
Valid Through: 12/17/2015
Account #:

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Brian Walsh
Email: bwalsh@palatka-fl.gov

Phone: (386) 329-0110
Fax:

QUOTE PROVIDED TO: AB#: 13623731 CITY OF PALATKA FINANCE DEPARTEMENT 201 N 2ND ST PALATKA, FL 32177 (386) 329-0100	SHIP TO: AB#: 14105389 CITY OF PALATKA BRIAN WALSH 110 N 11TH ST PALATKA, FL 32177 (386) 329-0110
--	---

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	2.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	18174762	CS215-2G-12T-32 0F	CS215 Array Nimble Storage	Nimble Storage	\$ 42,150.00	\$ 42,150.00
2	1	19333905	SLA-4HR	4-Hour Parts Delivery, SW Support Nimble Storage	Nimble Storage	\$ 5,160.00	\$ 5,160.00
						Subtotal	\$ 47,310.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 47,310.00

*Lease for as low as: \$1,443.43/Mo.

Product Notes for Quote# 23990563.02-W1

Item #	Description	Notes
18174762	CS215 Array	<p>Product Description: CS-Series arrays are based on Nimble's patented Cache Accelerated Sequential Layout (CASL) architecture. CASL has been designed from the ground up to optimize performance, capacity, and data protection - at an affordable price. CASL innovations accelerate read and write performance while optimizing capacity and snapshot efficiency. Built in data protection simplifies backup and disaster recovery. Built in RAID protection and data scrubbing provide enhanced data integrity. Real-time monitoring and non-disruptive upgrades ensure minimal disruption and downtime. To keep systems running in top condition, alerts notify customers of potential issues before a failure occurs. The comprehensive command console simplifies troubleshooting and ongoing administration. And when support is needed, the Nimble support infrastructure allows for easy data collection. Nimble software is designed for IT generalists. An intuitive user interface enables customers to get systems up and running in hours. Storage, backup, and disaster recovery can each be configured in just three steps. Predefined application templates take the guesswork out of tuning Nimble storage to for specific workloads.</p>
19333905	4-Hour Parts Delivery, SW Support	<p>Product Description: Nimble Storage offers customer support that helps you get the most from your storage investment.</p>



4200 W Cypress St Suite 375
 Tampa FL, 33607
 Phone: 727-560-1550
 Ruxandra Schechter

Confidential Quote
 Date: November 16th, 2015
 Quote #: **Q-130470-1**

Bill To:
 CITY OF PALATKA

Ship To:
 CITY OF PALATKA

Contact Information:
<mailto:bwalsh@palatka-fl.gov>

Item	Qty	Product Number	Description	Unit Price	Net Price
NIMBLE STORAGE CS215 with 3 Year Support					
1	2	CS215-2G-12T-320F	CS215, 2x1 GigE, Dual 1GbE (Qty. 1 pair), 12 x 1TB HDD, 4 x 80GB SSDs	\$ 39,636.36	\$ 79,272.73
2	2	SLA-CS215-4HR-3YR	4Hr Parts Del, SW Sup & InfoSight - 210, 3Yr	\$ 4,851.52	\$ 9,703.03

INCLUDED SOFTWARE CAPABILITIES:

- Fast inline compression
- Efficient snapshots, WAN efficient replication
- Thin provisioning, Zero copy cloning
- Intelligent real time data placement
- NPM: Nimble Protection Manager

GSA SCHEDULE #GS-35F-0119Y
PROSYS is a Minority Owned Business

SUB-TOTAL	\$ 88,975.76
FREIGHT	\$ -
TAX	\$ -
TOTAL	\$ 88,975.76

Special Instructions and Comments:



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint members to the Golf Course Advisory Board:

- 1. Annual Appointments:** Wilson Edwards (President) & Jim Roach for PMGA; Joyce Oliver (President) and Gen Alvers for PWGA, for one-year terms to expire January, 2017;
- 2. Re-appoint Jeffrey Elledge as Commission Representative** for a three-year term to expire January, 2019

SUMMARY:

The PMGA and PWGA member appointees are annual appointments; they serve one-year terms expiring in January. These are the Association Presidents and Designees, chosen by the membership. The fifth member is the City Commission appointee and his term runs 3 years. Jeff Elledge is the current Commission appointee and his term expires on January 31st. He has returned his application indicating his desire to be reappointed to serve in this position. He is a resident of the City, has met attendance requirements, and meets all other requirements to serve in this capacity.

RECOMMENDED ACTION:

Please appoint Wilson Edwards, Jim Roach, Joyce Oliver, and Genevieve Alvers as the Professional Men's/Women's Golf Association club-designee members to the Palatka Golf Course Advisory Board for one-year terms to expire January, 2016, and reappoint Jeffrey Elledge as the Commission Appointee for a three year term to expire January, 2019.

ATTACHMENTS:

Description	Type
▫ Golf Course Advisory Board Reappointment Requests	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 4:05 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 4:05 PM
City Manager	Suggs, Terry	Approved	1/6/2016 - 1:46 PM

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

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Golf Advisory Board.
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Jim Roach # of years' prior service: _____
Residence Phone: 388-0819
(911 Address) 134 Tessa Terrace Fax: _____
Business Name Phone: _____
& Address Fax: _____

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

Preferred Mailing Address: roach @ my. putnam schools

E-mail: _____ Daytime Phone: 937-0476

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

12/18/2015
DATE

SIGNATURE OF APPLICANT

Chairman/Director: Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Golf Advisory Board.
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Wilson Edwards # of years' prior service: 2
Residence Phone: 328-6010
(911 Address) 103 Sunset Pt. Palatka Fax:
Business Name Phone:
& Address Fax:

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

Preferred Mailing Address: _____

E-mail: edwardswd@comcast.net Daytime Phone: _____

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

Wilson Edwards

12/17/15

SIGNATURE OF APPLICANT

DATE

Chairman/Director: Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

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

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CITY MANAGER

BETSY JORDAN DRIGGERS
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FINANCE DIRECTOR

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INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Boys Advisory Board.
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Joyce Oliver # of years' prior service: 3
 Residence 185 W. River Rd., Pal. Phone: 325-5433
 (911 Address) 185 W. River Rd., Pal. Fax: _____
 Business Name Oliver Oaks + Vines Phone: 328-0026
 & Address P.O. Box 1575, Palatka 32178 Fax: _____
 (City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
 Preferred Mailing Address: P.O. Box 1575, Palatka 32178

E-mail: naiaadioli@bell Daytime Phone: _____
South.net

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

Joyce A. Oliver 12-17-15
 SIGNATURE/OF APPLICANT DATE

Chairman/Director: Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

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

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CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

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FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Golf Advisory Board.
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Genevieve Alvers # of years' prior service: _____
 Residence _____ Phone: _____
 (911 Address) 139 Elsie Dr Fax: _____
 Business Name _____ Phone: _____
 & Address E. Palatka, FL 32131 Fax: _____
 (City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
 Preferred Mailing Address: _____

E-mail: _____ Daytime Phone: (386) 325-5006

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

Genevieve Alvers 12/17/15
 SIGNATURE OF APPLICANT DATE

Chairman/Director: Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

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

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TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
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MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the Golf Course Board.
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Jeffrey Elledge # of years' prior service: _____
Residence (911 Address) 806 S. 13th St., PALATKA Phone: 386 328 7135
Business Name & Address _____ Fax: _____
Phone: _____
Fax: _____

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

Preferred Mailing Address: _____

E-mail: JE103154@BELLSOUTH.NET Daytime Phone: 386 328 7135

AGREEMENT: By filing this document, I am indicating my desire to be reappointed to the advisory board upon which I currently serve. I also agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections each year covering my term of appointment.

12-19-15

SIGNATURE OF APPLICANT

DATE

Chairman/Director: Please return this form, together with a copy of this member's attendance record, to Betsy Driggers, City Clerk, 201 N. 2nd Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____



CITY COMMISSION AGENDA ITEM

SUBJECT:

Reappoint Mayor Hill, Vice Mayor Brown and Commissioner Norwood as City of Palatka Representatives to the Putnam County Development Authority for a one year term to expire January, 2017.

SUMMARY:

Following this summary is a listing of current City Commission member appointments to boards, committees and liaison positions currently held by current and former members of the City Commission. Some are internal (Pension board appointments, commission liaisons to certain boards) and some are external for representative positions to other agencies and/or groups. Some are not held by Commissioners, but are designated by the Commission. A list of current commissioner representative appointments to various boards and committees follows this Summary.

The Putnam County Development Authority (Chamber of Commerce) are annual appointments. Currently those are Mayor Hill, Vice Mayor Brown and Commissioner Norwood. The Commission should take action to make those reappointments tonight.

Staff recommends no changes to other appointed representatives.

The Pension Board appointments are made every even-numbered year; all current terms expire January 31, 2017 (appointments made at January 8, 2015 meeting)

RECOMMENDED ACTION:

Reappoint Mayor Hill, Vice Mayor Brown and Commissioner Norwood as City of Palatka Representatives to the Putnam County Development Authority for a one year term to expire January, 2017.

ATTACHMENTS:

Description	Type
▫ Annual Appointment List as of 12/2015	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 5:06 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 5:06 PM
City Manager	Suggs, Terry	Approved	1/6/2016 - 1:46 PM

Below is a list of current commissioner representative appointments to various boards and committees, which was updated after appointments were made on January 8, 2015.

Putnam County Development Authority: 1-year terms – yearly January Appt.

Mayor Hill (appt 1/8/15)
Vice Mayor Brown
Commissioner Norwood

Commission Liaisons: *

** Tree Committee
2009/09 CDBG Citizens Adv. Task Force
Airport Advisory Board
Community Gardens
Golf Course Advisory Board

**no set terms*

Former Commissioner Kitchens
Commissioner Campbell (appt. 1/8/15)
Vice-Mayor Brown
Vice-Mayor Brown
Commissioner Borom (Appt. 1/8/15)

Miscellaneous Commission Representatives

Indefinite terms- usually appointments are made in January following elections

County Recreation Committee
Downtown Palatka, Inc. Liaison
SJRWMD Liaison
Save Central Academy Committee
NE Fla. Regional Planning Council Rep.
Greenways & Trails Liaison
Putnam Co. Waterways Committee

City Staff – **Jonathan Griffith**
Mayor Hill
Commissioner Borom
Commissioner Norwood
Vernon Myers (Commission Appointee 1/8/15)
Vice Mayor Brown (appt. 1/8/15)
City Staff

The Pension Board appointments are made every even-numbered year; all current terms expire January 31, 2017 (appointments made at January 8, 2015 meeting)

General Employees' Pension Board
Police Officers' Pension Board
Firefighters' Pension Board

Commissioner Norwood
Mayor Hill
Commissioner Campbell



CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels Special Events Permit No. 16-11, Dr. Martin Luther King Jr. Day Festival & March, to include Booker Park on January 18, 2016 from 11 am until 3 pm and the closure of specified streets on January 18, 2016 from 6:30 am until 4:30 pm -- Shirley Edwards, African American Cultural Arts Council, Applicant.

SUMMARY:

This event is a Class B special event. Class B special events can be approved by the Special Events Coordinator, however this application contains a request to exceed allowable noise levels and close N.10th St. & N. 11th St. between Dunham St. & Ocean St.; and Dunham St., Eagle St., Washington St., & Ocean St. between N. 10th St. & N. 11th St.; on Monday, January 18, 2016 from 6:30 am until 4:30 pm. These requests require City Commission approval.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels (11 am to 3 pm) and the closure of certain streets (6:30 am to 4:30 pm) for Special Event Permit No. 16-11 for the Dr. Martin Luther King Day Festival & March at Booker Park on January 18, 2016.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No 16-11 MLK Day Festival & March	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	12/21/2015 - 2:50 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 10:54 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:56 PM

APPLICATION # 16-11

(circle one below)

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

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

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

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Shirley Edwards - Putnam Cnty African American Cultural Arts Council

b. CONTACT PERSON _____ TELEPHONE/CELL _____

c. EMAIL gracie19552003@yahoo FAX # (904) 235-2292

2. ADDITIONAL CONTACT

a. CONTACT PERSON Reno Fells TELEPHONE/CELL (386) 546-7202

b. EMAIL _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY MLK DAY Festival & March

4. DATE & HOURS OF DESIRED USE: 6:30 AM - 4:30 PM 1/18/16

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Booker / Lefty Turner Park

6. ROAD CLOSURES: 104th St. to Ocean St. (See attached site plan)

7. REQUEST FOR NOISE VARIANCE(Dates and Times): 11:30 AM - 3:00 PM

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

9. ESTIMATE OF ANTICIPATED ATTENDANCE 300 - 400

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT Fire Engine, Community Police Veh, Paramedic

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
- Certificate of Insurance SEC 50-222 (See Attached Requirements)

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 12/21/15 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: MLK Day Fest '2016

Type of Event: Community - Federal Holiday

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

Opening commemorative ceremony
vendors - food & community resources
entertainment - local & guest

Location of Event: Booker / Lefty Turner Park

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

	Date	Day	Begin	End
Event Day 1	<u>01/18/16</u>	<u>Monday</u>	<u>6:00</u> AM/PM	<u>4:00</u> AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) Monday 01/18/16 at (time) 6:00 AM

Break down will be completed by (Date) Monday 01/18/16 at (time) 4:00 PM

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

“Class A” Event

Daily Fees (see fee schedule)
Security Fees @ \$23/hr/Officer
Green Container Fees @ \$15/container
Refundable Deposit \$500.00

“Class B” Event

Daily Fees \$100.00/day
Security Fees @ \$23/hr/Officer
Green Container Fees @ \$15/container
Public Works Employees @ \$14.00/hr
(no charge during normal working hours)

“Class C” Event

Daily Fees \$50/day
Security Fees @ \$23/hr/Officer
Green Container Fee @ \$15/container

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

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

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Building Inspector \$ 23.00 Per hour X _____ Hours \$ _____

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

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

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

Electrician Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Sanitation Equipment Fee

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

Additional Charges (List)

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

\$ Exempt
Sec. 50-200 (D)

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

Estimated peak number of participants (each day of event): Day 1 300-400
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

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

Number and location of fire protection services: Fire Engine - Display

Inspection(s)- date and time requested: (\$23/hour) _____

Electrician services- date and time requested: (\$23/hour) _____

Emergency medical services: ambulance locations(s) (note on site plan): _____

Number of EMS personnel required: (\$23/hour) _____

Number and location for portable toilets: (note location on site plan) (2)

Carnival location (if any) (note location on site map) _____

Number of sanitation roll-out containers required (\$15/ container) 7

Location of parking/transportation services, if any: _____

Temporary parking, directional signage needed: Adjacent to park - participants & vendors only

Type transport vehicles (van, buses, etc.) _____

Location of security and emergency vehicle parking on site: _____

Public street barricades/street closures/detours: (note locations on site plan) Monday 1/18/10
10:30am - 4:30pm See attached site plan

- Main emergency vehicle access to site (location-also note on site plan): Main entrance to park
- Location of temporary structures, fences, grandstands, handstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): Noted on layout
- Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) Noted on layout
- Number and location of food vendors (note on site plan): Noted on layout
- Staff/ volunteer uniform identification: _____
- Sound system(s) location: on portable stage under pavillion
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): Inflatable - one (1) "Kids zone"
- Number and location of temporary signs/banners: _____
- Number and location of promotional visual effects: _____
- Watercraft: _____
- Aircraft: Local parachuters
- Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): _____

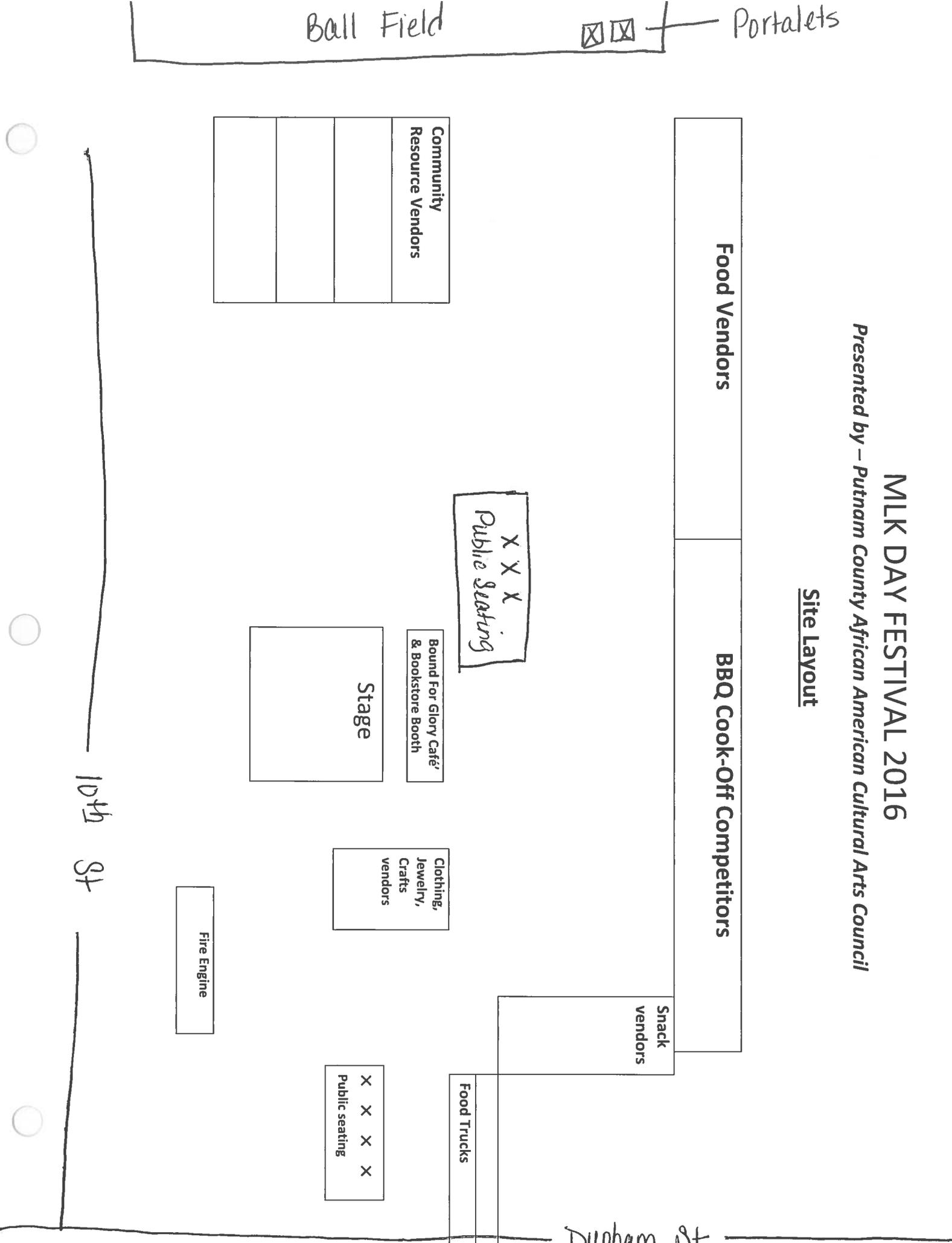
Items Outstanding:

- Site plan sent via e-mail
- 501(C) (3) certificate of exemption
- Nonprofit articles of incorporation, charter and mission statement
- Consent letter (event property): property owners on which special event location is held (if not held on city property)

MLK DAY FESTIVAL 2016

Presented by – Putnam County African American Cultural Arts Council

Site Layout



KeOndra Wright

From: Shirley Edwards [gracie19552003@yahoo.com]
Sent: Tuesday, December 15, 2015 3:09 PM
To: KeOndra Wright
Subject: RE: MLK Day Fest 16'

The MLK Day March will proceed as follows:

Monday, 12/18/16

Line-Up Jenkins Middle School Parking Lot - 10:00am

March Begins at 19th Street/Napoleon - 10:40am

Continues turning left onto Washington St.

Continues to 10th St. turns right

Arrives at Booker Park at approx. - 11:00am

Police support will be coordinated. Thank you.

Shirley

On Tue, 12/15/15, KeOndra Wright <kwright@palatka-fl.gov> wrote:

Subject: RE: MLK Day Fest 16'
To: "Shirley Edwards" <gracie19552003@yahoo.com>
Cc: "Thad Crowe" <tcrowe@palatka-fl.gov>
Date: Tuesday, December 15, 2015, 1:02 PM

Thank so much!

Can I also get the parade/walk
route map as well.

Ke'Ondra
Wright

MEK MAREN STARTS





CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to allow public consumption of alcohol and open containers along St. Johns Avenue between 200 and 1000 blocks for Special Events Permit No 16-10 - Palatka Main Street Winter Wine Stroll, January 23, 2016, 5 pm until 9 pm -- Palatka Main Street, Inc./ Harris Berns-Cadle, Applicant.

SUMMARY:

Palatka Main Street has made application for the January 23, 2016 Palatka Winter Wine Stroll. Although Class B Events can be approved by the Special Events Coordinator, this application includes the request for public consumption of alcohol in open containers outside of St. Johns Avenue businesses, therefore requiring City Commission approval.

RECOMMENDED ACTION:

Grant permission to allow public consumption of alcohol and open container along St. Johns Avenue between 200 and 1000 blocks for Special Event Permit No. 16-10, Palatka Main Street's Winter Wine Stroll, scheduled for Saturday, January 23, 2016 from 5 pm until 9 pm.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No. 16-10 Wine Stroll	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	1/5/2016 - 11:47 AM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 11:57 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:56 PM

APPLICATION # 16-10

(circle one below)

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

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

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

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. PALATKA MAIN STREET, INC

b. CONTACT PERSON HARRIS DENNIS-CADLE TELEPHONE/CELL (386) 793-5818

c. EMAIL PALATKAMAINSTREET@gmail.com FAX # N/A

2. ADDITIONAL CONTACT

a. CONTACT PERSON JERRY HARNEAL TELEPHONE/CELL (386) 983-2166

b. EMAIL _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY NINE STROLL

4. DATE & HOURS OF DESIRED USE: 1/23/2016 @ 5pm - 9pm

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

6. ROAD CLOSURES: NONE

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

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): See attached site plan

9. ESTIMATE OF ANTICIPATED ATTENDANCE 150 - 200

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 1 SHUTTLE BUS

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)

Certificate of Insurance SEC 50-222 (See Attached Requirements)

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

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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

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

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

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

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

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

11/24/15
DATE


SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE


CHIEF OF POLICE DATE 11-30-15

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 12/9/15 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: WINE STROLL

Type of Event: DOWNTOWN MERCHANT MARKETING

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

INDIVIDUALS WILL BE INVITED TO DOWNTOWN BUSINESSES FOR WINE, HOUR D'OEUVRES, AND SHOPPING

Location of Event: ST. JOHNS AVE 200 BLOCK - 1100 BLOCK

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

	Date	Day	Begin	End
Event Day 1	<u>1/24/16</u>	<u>SATURDAY</u>	<u>5</u> AM/PM <input checked="" type="checkbox"/>	<u>9</u> AM/PM <input checked="" type="checkbox"/>
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 1/24/16 at (time) 3pm

Break down will be completed by (Date) 1/24/16 at (time) 11pm

Event Sponsor/Organization PALATIKA MAIN STREET, INC.

Name of Promoter: PALATIKA MAIN STREET Tax Exempt No.: 54-2139342

Fee Worksheet (to be completed by Special Events Coordinator)

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

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

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

Fire Personnel \$ 23.00 Per hour X Hours \$

Building Inspector \$ 23.00 Per hour X Hours \$

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

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

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

Electrician Personnel \$ 23.00 Per hour X Hours \$

Sanitation Equipment Fee

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

Additional Charges (List)

- _____ \$ _____
- _____ \$ _____
- _____ \$ _____
- _____ \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$

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

r Estimated peak number of participants (each day of event): Day 1 _____
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

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

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

r Inspection(s)- date and time requested: (\$23/hour) N/A

r Electrician services- date and time requested: (\$23/hour) N/A

r Emergency medical services: ambulance locations(s) (note on site plan): N/A

Number of EMS personnel required: (\$23/hour) N/A

r Number and location for portable toilets: (note location on site plan) N/A

r Carnival location (if any) (note location on site map) N/A

r Number of sanitation roll-out containers required (\$15/ container) N/A

r Location of parking/transportation services, if any: PARKING WILL BE ON-STREET
OR OFF STREET AVAILABLE PARKING

r Temporary parking, directional signage needed: N/A

r Type transport vehicles (van, buses, etc.) 1 SHUTTLE BUS

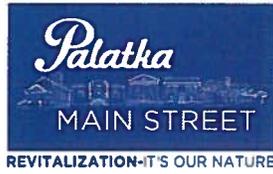
r Location of security and emergency vehicle parking on site: N/A

r Public street barricades/street closures/detours: (note locations on site plan) N/A

- r Main emergency vehicle access to site (location-also note on site plan): N/A
- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): N/A
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) N/A ALL VENDORS ARE LOCAL BUSINESS OWNER IN STONE PLINTS.
- r Number and location of food vendors (note on site plan): N/A
- r Staff/ volunteer uniform identification: BLUE SHIRT WITH PALATKA MAIN STREET LOGO
- r Sound system(s) location: N/A
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): N/A
- r Number and location of temporary signs/banners: N/A
- r Number and location of promotional visual effects: N/A
- r Watercraft: N/A
- r Aircraft: N/A
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): N/A

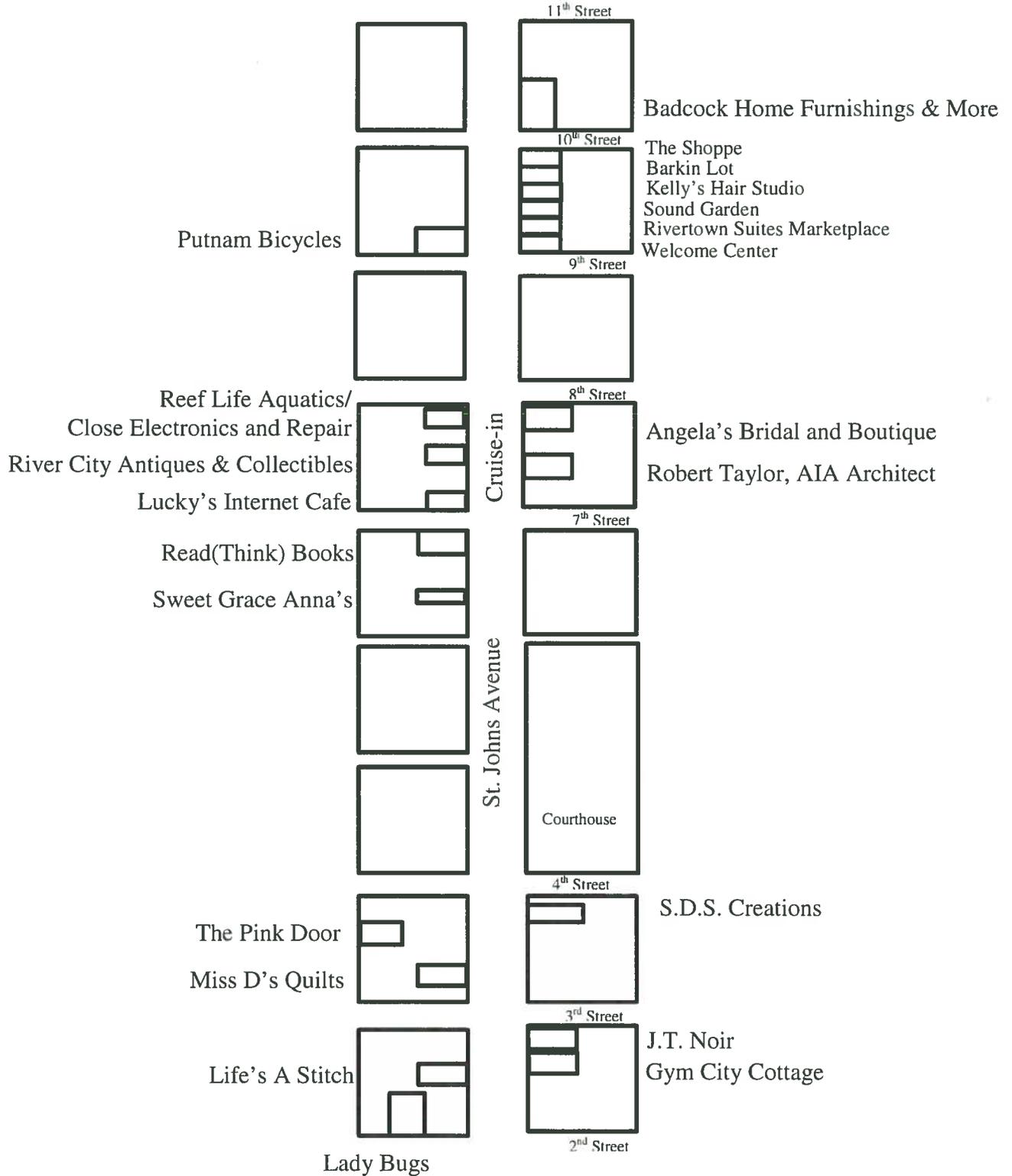
Items Outstanding:

- r Site plan
- r 501(C) (3) certificate of exemption
- r Nonprofit articles of incorporation, charter and mission statement
- r Consent letter (event property): property owners on which special event location is held (if not held on city property)



Event Map

Palatka Winter Wine Stroll, 5 – 9 pm, January 23, 2016





CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels and allow closure of part of Memorial Drive & 100 Block of St. Johns Avenue for Special Events Permit No.16-13 -- Palatka Main Street 3rd Friday Downtown Street Party, to be held January 15, 2016; February 19, 2016 and April 15, 2016 from 6 pm to 10 pm - Palatka Main Street, Inc./Harris Berns-Cadle, Applicant

SUMMARY:

Harris Berns-Cadle, on behalf of Palatka Main Street, has made application for the 3rd Friday Downtown Street Party for January, February and April, which is sponsored by Palatka Main Street, Inc. Although some special events can be approved by the Special Events Coordinator, this application contains requests that must go before the City Commission for approval.

Palatka Main Street Board of Directors decided to discontinue the 4th Saturday event and relocate the 3rd Friday event to the Riverfront Park & 100 Block of St. Johns Avenue (formerly held in the 200-300 block of St. Johns Ave). This change is up for discussion before the CRA at its called meeting on January 11th.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during the 3rd Friday Downtown Street Party on January 15, 2016; February 19, 2016; and April 15, 2016 from 6 pm to 10 pm; and to close Memorial Parkway (between River Center Parking lot and S. 2nd St) and the 100 block of St. Johns Avenue during those events.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No 16-13; 3rd Friday Downtown Street Party	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	12/17/2015 - 2:36 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 10:45 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:55 PM

APPLICATION # 10-13

(circle one below)

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

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

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

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Palatka Main Street/CRA

b. CONTACT PERSON Harris Berns-Cadle TELEPHONE/CELL (386)793-5818

c. EMAIL _____ FAX # _____

2. ADDITIONAL CONTACT

a. CONTACT PERSON Jerry Hafner TELEPHONE/CELL (386)983-2166

b. EMAIL _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY 3rd Friday Downtown Street Party

4. DATE & HOURS OF DESIRED USE: Janury 15, 2016; February 19, 2016 April 15, 2016 from 6pm-10pm

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

6. ROAD CLOSURES: Memorial Parkway and 100 Block of St Johns Avenue

7. REQUEST FOR NOISE VARIANCE(Dates and Times): January 15, 2016; February 19, 2016 April 15, 2016 from 6pm-10pm

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): January 15, 2016; February 19, 2016 April 15, 2016 from 6pm-10pm (See attached)

9. ESTIMATE OF ANTICIPATED ATTENDANCE 100-150 people

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)

Certificate of Insurance SEC 50-222 (See Attached Requirements)

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

IMPORTANT INFORMATION

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

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

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

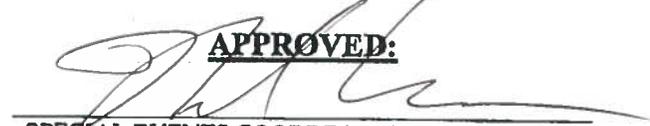
- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury,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

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

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

12/14/15
DATE


SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE


CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 12/9/14 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: 3rd Friday Downtown Street Party

Type of Event: Street Party

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

Location of Event: Riverfront & 100 Block

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

	Date	Day	Begin	End
Event Day 1	<u>See Attached</u>			<u>AM/PM</u> <u>AM/PM</u>
Event Day 2	<u>See Attached</u>			<u>AM/PM</u> <u>AM/PM</u>
Event Day 3	<u>See Attached</u>			<u>AM/PM</u> <u>AM/PM</u>
Event Day 4			<u>AM/PM</u>	<u>AM/PM</u>

Set-up for event will begin on (Date) See Attached at (time) _____

Break down will be completed by (Date) See Attached at (time) _____

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

r Estimated peak number of participants (each day of event): Day 1 _100-150____
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

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

r Number and location of fire protection services: _____

r Inspection(s)- date and time requested: (\$23/hour) _____

r Electrician services- date and time requested: (\$23/hour) _____

r Emergency medical services: ambulance locations(s) (note on site plan): _____

Number of EMS personnel required: (\$23/hour) _____

r Number and location for portable toilets: (note location on site plan) _See Attached Map_____

r Carnival location (if any) (note location on site map) _____

r Number of sanitation roll-out containers required (\$15/ container) _____

r Location of parking/transportation services, if any: _____

r Temporary parking, directional signage needed: _____

r Type transport vehicles (van, buses, etc.) _____

r Location of security and emergency vehicle parking on site: _____

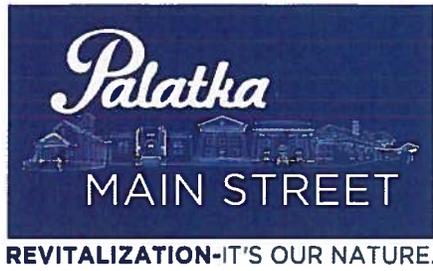
r Public street barricades/street closures/detours: (note locations on site plan) __See Attaches Map_____

- r Main emergency vehicle access to site (location-also note on site plan): _____

- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): _See Attached Map_____
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) _____
- r Number and location of food vendors (note on site plan): _See Attached Map_____
- r Staff/ volunteer uniform identification: _____
- r Sound system(s) location: _See Attached Map_____
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): _____
- r Number and location of temporary signs/banners: _____
- r Number and location of promotional visual effects: _____
- r Watercraft: _____
- r Aircraft: _____
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): _____

Items Outstanding:

- r Site plan
- r 501(C) (3) certificate of exemption
- r Nonprofit articles of incorporation, charter and mission statement
- r Consent letter (event property): property owners on which special event location is held (if not held on city property)



Dates for Third Friday Downtown Street Parties with alcohol and noise variances:

January 15

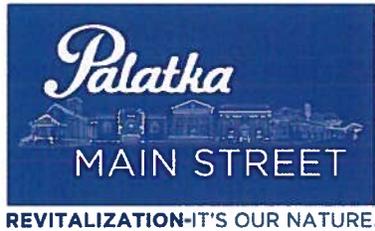
February 19

April 15

Set up 4-6 pm
Event time 6-10 pm
Clean up 10 pm to Midnight

Event Map Downtown Street Party





KeOndra Wright
Special Events Coordinator
City of Palatka

November 24, 2015

RE: Third Friday & Fourth Saturday Special Events...

Ms. Wright,

Palatka Main Street would like to amend the Third Friday & Fourth Saturday special events. The Palatka Main Street Board of Director's voted to discontinue the Fourth Saturday event and relocate the Third Friday event to the Riverfront & 100 Block when available.

The discussion of altering these events transpired over a period of months. The Promotion Committee initially proposed the above approach in their September meeting. Then, the issue was brought before the Organization Committee in October and obtained approval to be placed on the agenda for the October Board of Directors meeting. The issue was pulled from the October BOD meeting and placed on the November BOD agenda. On November 18th, 2015, the Board of Director's unanimously voted to approve the special event changes. During this process, discussion about the special event changes was discussed with downtown merchants, the Azalea City Cruisers, and other stakeholders.

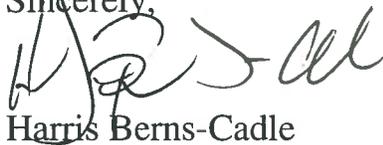
Palatka Main Street believes that the proposed changes will accomplish the following:

- Increase Visibility of Downtown Palatka
 - The event will no longer be hidden from Reid St. The event will be in plain view and potentially attract more people to the event.
- Better Use City Resources
 - The street party will no longer need a stage when the event is at the riverfront. This saves \$500 each month from our current stage contract.

- The Fourth Saturday event will cease in January. This saves \$400 each month. The Azalea City Cruiser has been invited to the Third Friday event.
- Total annual savings of \$9,300. However, it is foreseeable that some of the savings will be used to expand the event for special occasions. (e.g. holidays, large group booking, etc.)
- Room for Expansion & Inclusion of Downtown Merchants
 - Access to downtown merchants will no longer be blocked during Third Friday or Fourth Saturday. The event will close down the riverfront and the 100 block of St. Johns Ave.
 - All downtown merchants are guaranteed a spot to market the business at the new Third Friday location. As the event grows, food trucks and vendors may be charged, but downtown merchants will never be required to pay for participation at this event.

It is the Palatka Main Street Board's belief that the changes to Third Friday and Fourth Saturday will benefit the downtown community. The mission of these types of events is to attract individuals to downtown Palatka for a memorable experience that will make them want to revisit or relocate to Palatka. The proposed changes to the events accomplish that task in a cost effective and inclusive manner.

Sincerely,



Harris Berns-Cadle
Organization Chair
palatkamainstreet@gmail.com



CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels and allow closure of a portion of Zeagler Drive (9 am to 3 pm) for Special Events Permit # 16-08 - Cancer Survivorship Celebration to be held on March 12, 2016 from 9:00 am until 3:00 pm - Dr. Anand Kuruvilla, Applicant

SUMMARY:

Dr. Kuruvilla, M.D., who is associated with the Cancer Center of Putnam, has made application for this event. Although Class B special events can be approved by the Special Events Coordinator, this application contains requests to exceed allowable noise levels, and the closure of a portion of Zeagler Drive - actions which must be approved by the City Commission.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels and allow the closure of a portion of Zeagler Drive during the Cancer Survivorship Celebration on March 12, 2016 from 9:00 am until 3:00 pm.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No 16-08 Cancer Survivorship Celebration	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	12/10/2015 - 11:14 AM
City Clerk	Driggers, Betsy	Approved	12/15/2015 - 5:30 PM
City Manager	Suggs, Terry	Approved	1/4/2016 - 4:13 PM

APPLICATION # 16-08

(circle one below)

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

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

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

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Anand Kuruvilla, M.D.

b. CONTACT PERSON Gail Smith TELEPHONE/CELL 325-8140

c. EMAIL gail.smith@21co.com FAX # 386-325-2214

2. ADDITIONAL CONTACT

a. CONTACT PERSON Caroline Tugle TELEPHONE/CELL 312-4100

b. EMAIL carolnetugle@sjrstate.edu # 312-4024

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY

Cancer survivorship celebration

4. DATE & HOURS OF DESIRED USE: March 12, 2016 10:00 - 2:00pm

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

6. ROAD CLOSURES: Portion of Zeagler from 9:00am to 3:00pm

7. REQUEST FOR NOISE VARIANCE(Dates and Times): March 12, 2016 9:00am to 3:00pm

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

9. ESTIMATE OF ANTICIPATED ATTENDANCE 1,000

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT # TBD of police officers

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)

Certificate of Insurance SEC 50-222 (See Attached Requirements)

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

IMPORTANT INFORMATION

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Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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9/24/15
DATE

Ad Matheson
SIGNATURE OF APPLICANT

APPROVED:
[Signature]
SPECIAL EVENTS COORDINATOR DATE

Paul Spitta 11-30-15
CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 12/9/15 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: Cancer Survivorship Celebration

Type of Event: Festival / Vendor Fair

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

Location of Event: Cancer Center of Putnam

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

	Date	Day	Begin	End
Event Day 1	<u>3/12/16</u>	<u>Saturday</u>	<u>10:00</u> <input checked="" type="radio"/> AM/PM	<u>2:00</u> <input checked="" type="radio"/> AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 3/12/16 at (time) 8:00 am.

Break down will be completed by (Date) 3/12/16 at (time) 4:00 pm

Event Sponsor/Organization Cancer Center of Putnam

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

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

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

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

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Building Inspector \$ 23.00 Per hour X _____ Hours \$ _____

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

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

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

Electrician Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Sanitation Equipment Fee

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

Additional Charges (List)

_____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ _____

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

r Estimated peak number of participants (each day of event): Day 1 1,000
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

r Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: Historical Reenactor with cannon.

r Number and location of fire protection services: _____

r Inspection(s)- date and time requested: (\$23/hour) _____

r Electrician services- date and time requested: (\$23/hour) _____

r Emergency medical services: ambulance locations(s) (note on site plan): _____

Number of EMS personnel required: (\$23/hour) _____

r Number and location for portable toilets: (note location on site plan) _____

r Carnival location (if any) (note location on site map) _____

r Number of sanitation roll-out containers required (\$15/ container) _____

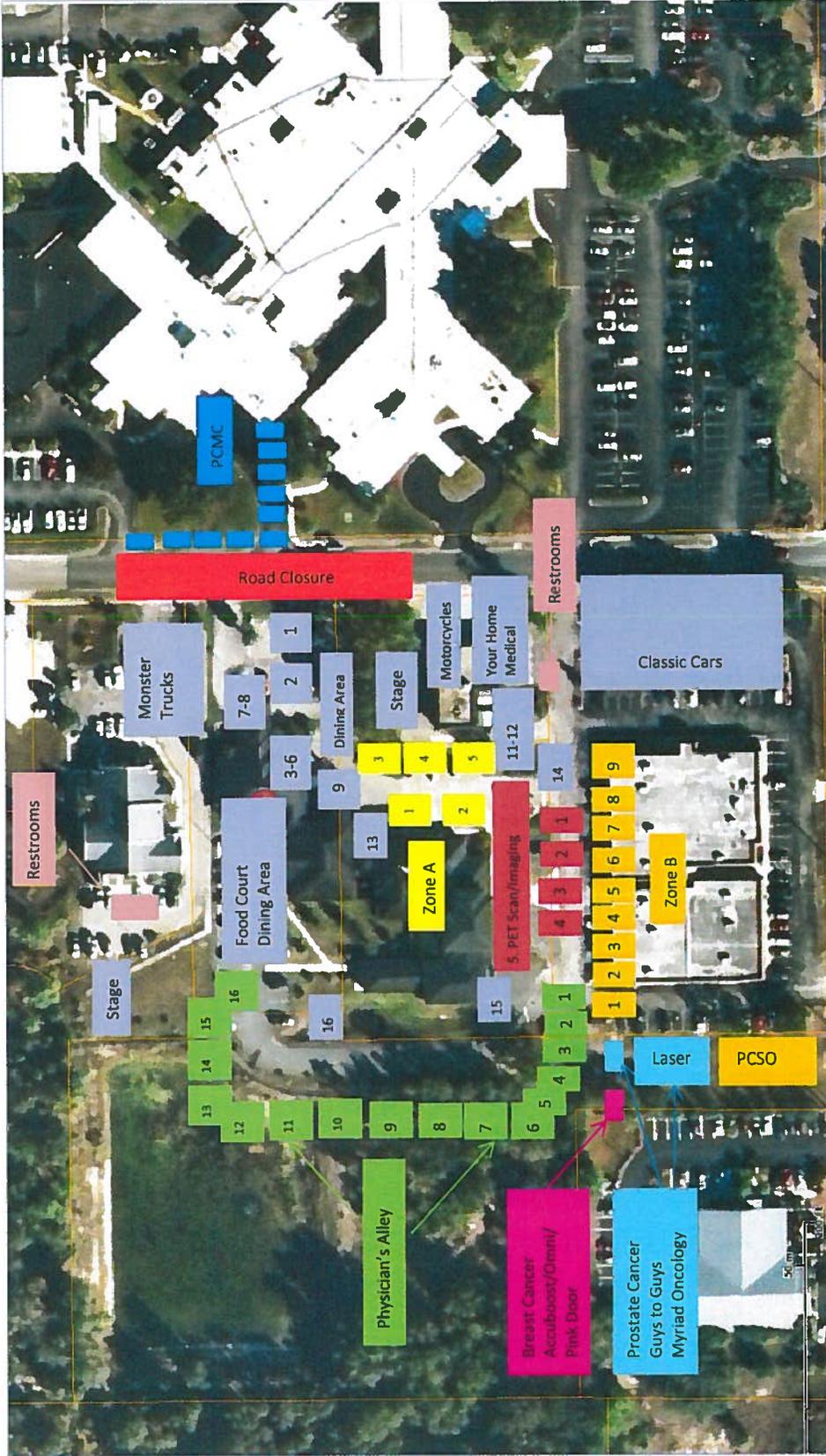
r Location of parking/transportation services, if any: _____

r Temporary parking, directional signage needed: _____

r Type transport vehicles (van, buses, etc.) _____

r Location of security and emergency vehicle parking on site: _____

r Public street barricades/street closures/detours: (note locations on site plan) Portion of Zeagler Drive closed from 9:00 a.m. to 3:00 p.m.



PCMC – Medical/Med Surg II/Infection Control, First Coast Cardiovascular, Cath Lab/ED, ICU/OB, Radiology, OPPT, Pathology/Hospitalists, Pharmacy/Respiratory, Volunteers

Zone A – 1. Island Doctors, 2. Gentiva, 3. Florida First Care, 4. Azalea Health, 5. Nurses on Call

1. Colon/Bayer/Colonoscopy Suite/ We Care, 2. Imaging 3. Lung 4. FROG Research, 5. PET Scan/MRI

Zone B – 1. PCSO, 2. Bates & Hewett Insurance, 3. Haven Hospice, 4. Palatka Health Dept., 5. Betty Blitch, 6 Can Crusher Station (Palatka Christian Service Center, St. Vincent de Paul, South Putnam Christian Service Center), 7.Lakewood Nursing Home, 8.Mederl Caretenders, 9.Humane Society

1. Welcome Station 2. Hogwaller 3. Command Center 4. Prize Zone 5. Butterfly Exhibit 6. Skin Cancer Screening 7. American Cancer Society 8. JAXMA 9. Jax Jaguars 10. Motorcycles 11-16. Beck Auto Cars

Physicians' Alley – 1. KK Singh/Palatka Health Care, 2. Dawn Miles, 3 Luis Anderson, 4. Maria Rivera, 5. ifti Ahmad, 6. Jeremy Caudill/Christopher Salzman, 7. ifti Haq, 8. Darrell Wyatt, 9. Glenwood Charles, 10. Miles Anderson/Patrick Harris, 11. Hal Sullivan/ L. Bhatia, 12. MedEX, 13. Alex Pulido, 14. Miguel Dejuk , 15. Moustafa Eldick/Americare, 16. Miguel Limeres



CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels for Special Events Permit No. 16-02 - Just for Jesus Ministries Battle of the Bands, March 26, 2016 from 9:00 a.m. until 12:00 noon at the Riverfront Park (live entertainment)- Just for Jesus Ministries/ Wayne Mustard, Applicant

SUMMARY:

Mr. Mustard has made application for the March 26, 2016 Battle of the Bands Musical Corp event. Although Class B special events can be approved by the Special Events Coordinator, this application includes a request to exceed allowable noise levels for live entertainment which requires Commission approval.

RECOMMENDED ACTION:

Approve special request for permission to exceed allowable noise levels at the Riverfront Park for Special Events Permit No. 16-02, Just for Jesus Battle of the Bands, Saturday March 26, 2016 from 9:00 a.m. until 12:00 noon -- Wayne Mustard, Applicant.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No 16-02 Battle of the Bands	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	12/10/2015 - 11:13 AM
City Clerk	Driggers, Betsy	Approved	12/15/2015 - 5:26 PM
City Manager	Suggs, Terry	Approved	1/4/2016 - 4:12 PM

APPLICATION # 16-02

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



CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
 - a. Just for Jesus Ministries
 - b. CONTACT PERSON Wayne Mustera TELEPHONE/CELL 352 215 045
 - c. EMAIL JustforJesus1@yahoo.com FAX # _____
2. ADDITIONAL CONTACT
 - a. CONTACT PERSON Wayne Mustera TELEPHONE/CELL 352-871-7722
 - b. EMAIL EBM1954@aol.com FAX # _____
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY BIRTH of the BIRTH Musical Group
4. DATE & HOURS OF DESIRED USE: MARCH 26th 2016 9:00AM till noon
5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Riverfront by Riverfront Theatre + Clock tower
6. ROAD CLOSURES: _____
7. REQUEST FOR NOISE VARIANCE(Dates and Times): MARCH 26th 2016 9:00AM till noon
8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): NA
9. ESTIMATE OF ANTICIPATED ATTENDANCE 500 to 600
10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT None

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

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

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
13. ATTACHED ITEMS:
 - Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
 - Certificate of Insurance SEC 50-222 (See Attached Requirements)
14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

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

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

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

11/19/15 _____
 DATE SIGNATURE OF APPLICANT

APPROVED:

 SPECIAL EVENTS COORDINATOR DATE

_____ 11-10-15
 CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels (10 am to 6 pm) and close the 300 & 400 Blocks of St. Johns Avenue for duration of event for Special Events Permit No. 16-06, Chalk Explosion - April 9, 2016 from 5:00 am until 6:00 pm - Arts Council of Greater Palatka / Luke Taft, Applicant

SUMMARY:

Luke Taft, with the Arts Council of Greater Palatka, has made application for the April 9, 2016 "Chalk Explosion" which is sponsored by the Arts Council of Greater Palatka. Although Class B special events can be approved by the Special Events Coordinator, this application contains noise variance and street closure requests that must go before the City Commission for approval.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during the "Chalk Explosion" and to close the 300 and 400 block of St Johns Avenue on Saturday, April 9, 2016 from 10:00 am until 6:00 pm.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No 16-06 Chalk Explosion	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	12/10/2015 - 11:14 AM
City Clerk	Driggers, Betsy	Approved	12/15/2015 - 5:29 PM
City Manager	Suggs, Terry	Approved	1/4/2016 - 4:13 PM

APPLICATION # 16-06

(circle one below)

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

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

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

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Arts Council of Greater Palatka

b. CONTACT PERSON Luke Taft TELEPHONE/CELL 386-328-8998 c. 386-972-4003

c. EMAIL luke@luketaft.com FAX # _____

2. ADDITIONAL CONTACT

a. CONTACT PERSON Denise Aiken TELEPHONE/CELL 386-328-8998

b. EMAIL artsinputnam@aol.com FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY "Chalk Explosion"
Annual Street Chalking Show

4. DATE & HOURS OF DESIRED USE: April 9th 2016 5 AM to 6 PM

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
300 and 400 blocks of St. Johns Ave

6. ROAD CLOSURES: see map

7. REQUEST FOR NOISE VARIANCE(Dates and Times): April 9th 10:00 AM to 6 PM

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

9. ESTIMATE OF ANTICIPATED ATTENDANCE 500 through out day

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)

Certificate of Insurance SEC 50-222 (See Attached Requirements)

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

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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

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

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

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

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

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

11/09/15 _____
 DATE SIGNATURE OF APPLICANT

APPROVED:

 SPECIAL EVENTS COORDINATOR DATE

 CHIEF OF POLICE DATE 11-10-15

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 11/19/15 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: Palatka Chalk Explosion

Type of Event: Cultural Celebration

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

Location of Event: 300 & 400 blocks of St Johns Ave

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

	Date	Day	Begin	End
Event Day 1	<u>4/9/16</u>	<u>Saturday</u>	<u>5:00</u> AM/PM	<u>6:00</u> AM/PM
Event Day 2	_____	_____	_____	_____
Event Day 3	_____	_____	_____	_____
Event Day 4	_____	_____	_____	_____

Set-up for event will begin on (Date) 4/9/16 at (time) 5:00 AM

Break down will be completed by (Date) 4/9/16 at (time) 6:30 PM

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

“Class A” Event

Daily Fees (see fee schedule)
Security Fees @ \$23/hr/Officer
Green Container Fees @ \$15/container
Refundable Deposit \$500.00

“Class B” Event

Daily Fees \$100.00/day
Security Fees @ \$23/hr/Officer
Green Container Fees @ \$15/container
Public Works Employees @ \$14.00/hr
(no charge during normal working hours)

“Class C” Event

Daily Fees \$50/day
Security Fees @ \$23/hr/Officer
Green Container Fee @ \$15/container

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

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

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Building Inspector \$ 23.00 Per hour X _____ Hours \$ _____

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

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

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

Electrician Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Sanitation Equipment Fee

Green Roll-Out Containers 1 X \$15.00 Per Container \$ 15

Additional Charges (List)

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

\$ 115

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

r Estimated peak number of participants (each day of event): Day 1 200
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

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

r Number and location of fire protection services: _____

r Inspection(s)- date and time requested: (\$23/hour) _____

r Electrician services- date and time requested: (\$23/hour) _____

r Emergency medical services: ambulance locations(s) (note on site plan): _____

Number of EMS personnel required: (\$23/hour) _____

r Number and location for portable toilets: (note location on site plan) 2 (see map)

r Carnival location (if any) (note location on site map) _____

r Number of sanitation roll-out containers required (\$15/ container) 1

r Location of parking/transportation services, if any: 4 (see map)

r Temporary parking, directional signage needed: _____

r Type transport vehicles (van, buses, etc.) _____

r Location of security and emergency vehicle parking on site: _____

r Public street barricades/street closures/detours: (note locations on site plan) 4 (see map)

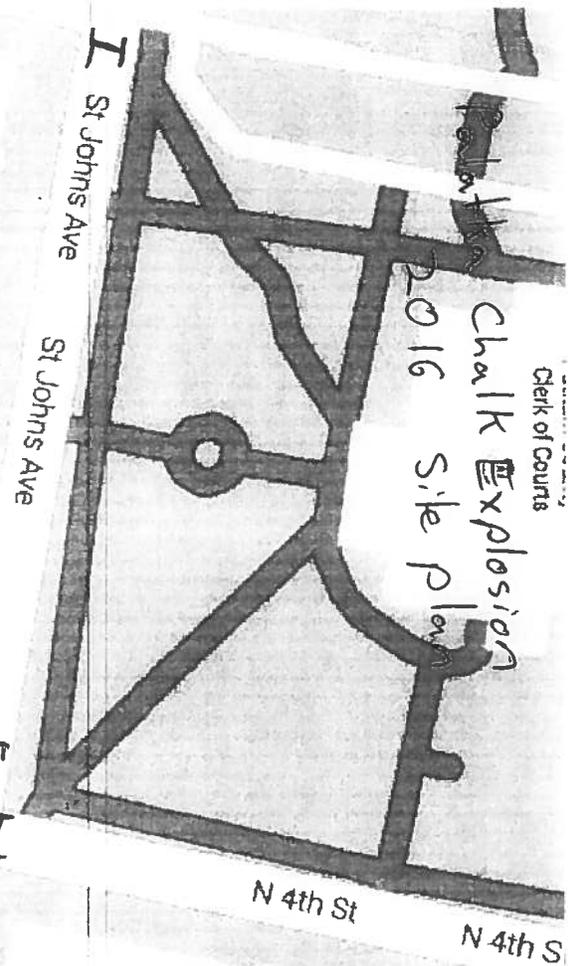
- r Main emergency vehicle access to site (location-also note on site plan): _____
- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): _____
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) 1 food truck (see map)
- r Number and location of food vendors (note on site plan): _____
- r Staff/ volunteer uniform identification: _____
- r Sound system(s) location: 4th Street + St Johns Ave intersection
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): _____
- r Number and location of temporary signs/banners: _____
- r Number and location of promotional visual effects: _____
- r Watercraft: _____
- r Aircraft: _____
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.):
Banners on pop-up tents (4 tents)

Items Outstanding:

- r Site plan
- r 501(C) (3) certificate of exemption
- r Nonprofit articles of incorporation, charter and mission statement
- r Consent letter (event property): property owners on which special event location is held (if not held on city property)

Clerk of Courts

Chalk Explosion
2016 Site Plan



Probation Office

St Johns Ave

St Johns Ave

N 4th St

N 4th St

Ken Henley - State
Farm Insurance Agent

Bishe Bell's Antique Mall

Leather Works Plus

Westair

St Johns Ave

To The Point Salon

St Johns Ave

Arts Council

Miss D's Quilt Shop

Steamboat Willie's

Putnam County
Property Appraiser

Putnam County
Tax Collector

Gullett Title

St Monica
Catholic Church

S 4th St

S 4th St

Oak St

Oak St

Pink Door

Elka BROE No 1232

Oak St

S 3rd St

S 3rd St

N 3rd St

N 3rd St

N 3rd St

St Johns Ave

Putnam Safety
Association

- Legend
- ▲ - pop-up tent
 - - port-o-let
 - - trash container
 - ⊥ - Road closure
 - F - feed truck



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve request items for Special Event Permit No. 16-01 -- Hospice Bass Tournament- April 30, 2016 from 3:00 am until 5:30 pm - Northeast Florida Association of Realtors, Applicant

1. Grant permission to exceed allowable noise levels throughout the duration of event.
2. Grant permission to sell and consume alcoholic beverages throughout the duration of the event.
3. Allow for street closure of Memorial Parkway from River Center parking lot behind Century Block to 2nd St.

SUMMARY:

Becky Williams has made application for the April 30, 2016 Hospice Bass Tournament. Although Class B special events can be approved by the Special Events Coordinator, this application contains requests that require City Commission approval. Permission to exceed allowable noise levels is required for announcements and amplified music. Alcohol sales and consumption will be limited to the area between the riverfront parking lot located at the bridge and south end of the amphitheater.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during the Hospice Bass Tournament on Saturday, April 30, 2016 from 3:00 am until 5:30 pm; sell and consume alcoholic beverages; and to close Memorial Parkway from parking lot behind Century Block to 2nd St. throughout duration of event.

ATTACHMENTS:

Description	Type
▫ Special Events Permit No 16-01 Hospice Bass Tournament	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	12/17/2015 - 2:37 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 10:49 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:55 PM

APPLICATION # 16-01
(circle one below)

CLASS A PERMIT - Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event



CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Northeast Florida Association of Realtors - 7801 DuncreeK Club Road Jacksonville FL 32256
b. CONTACT PERSON Glenn EAST CEO TELEPHONE/CELL 904-613-8568
c. EMAIL glenn.east@nre.com FAX # _____

2. ADDITIONAL CONTACT

a. CONTACT PERSON Becky Williams TELEPHONE/CELL 352-213-4200
b. EMAIL becky.williams@realtor.com

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Fishing Tournament, Car show, Family Fun day, Products & vendors

4. DATE & HOURS OF DESIRED USE: 0300-1730 April 30, 2016

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

6. ROAD CLOSURES: Memorial Dr.

7. REQUEST FOR NOISE VARIANCE (Dates and Times): April 30, 2016

8. REQUEST FOR ALCOHOL VARIANCE (Dates, Times, Location): April, 30, 2016

9. ESTIMATE OF ANTICIPATED ATTENDANCE 1000

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

13. ATTACHED ITEMS: Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
- Certificate of Insurance SEC 50-222 (See Attached Requirements)

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

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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

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

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

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

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

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

5-26-2016
DATE

[Handwritten Signature]
SIGNATURE OF APPLICANT

APPROVED:
[Handwritten Signature]
SPECIAL EVENTS COORDINATOR DATE

[Handwritten Signature] 11-10-15
CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 11/19/15 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: Northeast Florida Association of Realtors Inc. Family Fun Day

Type of Event: Fishing Tournament + Family Fun Day

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

Fishing Tournament Car Show Vendors for Food & Arts & Crafts, Alcohol Sales

Location of Event: City Dock Along Riverfront to Amphitheater

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

	Date	Day	Begin	End
Event Day 1	<u>4/30/16</u>	<u>Saturday</u>	<u>3:00</u>	<u>5:30</u>
Event Day 2	_____	_____	_____	_____
Event Day 3	_____	_____	_____	_____
Event Day 4	_____	_____	_____	_____

Set-up for event will begin on (Date) 4-29-16 at (time) NOON

Break down will be completed by (Date) 5-1-16 at (time) 1200 (noon)

Event Sponsor/Organization Northeast Florida Association of Realtors Inc

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

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

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

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X 2 Officers X 5.5 Hours \$ 253

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Building Inspector \$ 23.00 Per hour X _____ Hours \$ _____

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

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

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

Electrician Personnel \$ 23.00 Per hour X _____ Hours \$ _____

Sanitation Equipment Fee

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

Additional Charges (List)

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ 353

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

- Estimated peak number of participants (each day of event):
Day 1 1000
Day 2 N/A Day 3 N/A Day 4 N/A Day 5 N/A
- Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: _____
- Number and location of fire protection services: N/A
- Inspection(s)- date and time requested: (\$23/hour) 10:30 AM
- Electrician services- date and time requested: (\$23/hour) N/A
- Emergency medical services: ambulance locations(s) (note on site plan): N/A
- Number of EMS personnel required: (\$23/hour) N/A
- Number and location for portable toilets: (note location on site plan) ONE HANDICAPPED ACCESSIBLE & 4 REGULAR PORTA-POTTIES
- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required (\$15/ container) 10 GRASS CANS / ONE 20yd Dumpster (Getting from Waste-Pro)
- Location of parking/transportation services, if any: FRONT RAMP, MEMORIAL DRIVE + St Johns Ave
- Temporary parking, directional signage needed: yes, will need offsite parking FIRST BAPTIST, SCHOOL BOARD COURT HOUSE
- Type transport vehicles (van, buses, etc.) GOLF CARTS OR BUSES
- Location of security and emergency vehicle parking on site: N/A
- Public street barricades/street closures/detours: (note locations on site plan) MEMORIAL & Second Street / St Johns & 2nd / Memorial & 17

- Main emergency vehicle access to site (location-also note on site plan): FITCHER MEMORIAL AND US 17 OR ST JOHNS AND SECOND ST.
- Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.. (note on site plan): ON GRASSY AREA BETWEEN AMPLE THEATER AND EAST PARKING LOT. 40x30 TENT AND VENDOR 10x10 TENTS
- Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) UNCERTAIN AT THIS TIME, PLANNING FOR TWENTY
- Number and location of food vendors (note on site plan): Beer Sales
- Staff/ volunteer uniform identification: _____
- Sound system(s) location: UNDER TENT IN GRASSY AREA NEAR PHONE ON WATER IN A.M. ~~Band~~ 12:PM-2:PM
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): BOAT LAUNCH AND TAKE OFF AT CITY DOCK WEIGH IN AT FLOATING DOCK'S CAR SHOW IN AREA OF OAK TREES ~~Band~~ 12pm-2pm
- Number and location of temporary signs/banners: MOSTLY UNDER EVENT TENT -
- Number and location of promotional visual effects. _____
- Watercraft: ONE POSSIBLE
- Aircraft: NONE
- Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): UNDER EVENT TENT

Items Outstanding:

- Site plan
- 501(C) (3) certificate of exemption
- Nonprofit articles of incorporation, charter and mission statement
- Consent letter (event property): property owners on which special event location is held (if not held on city property)

Revised: 2/11/15

RIVER

Key

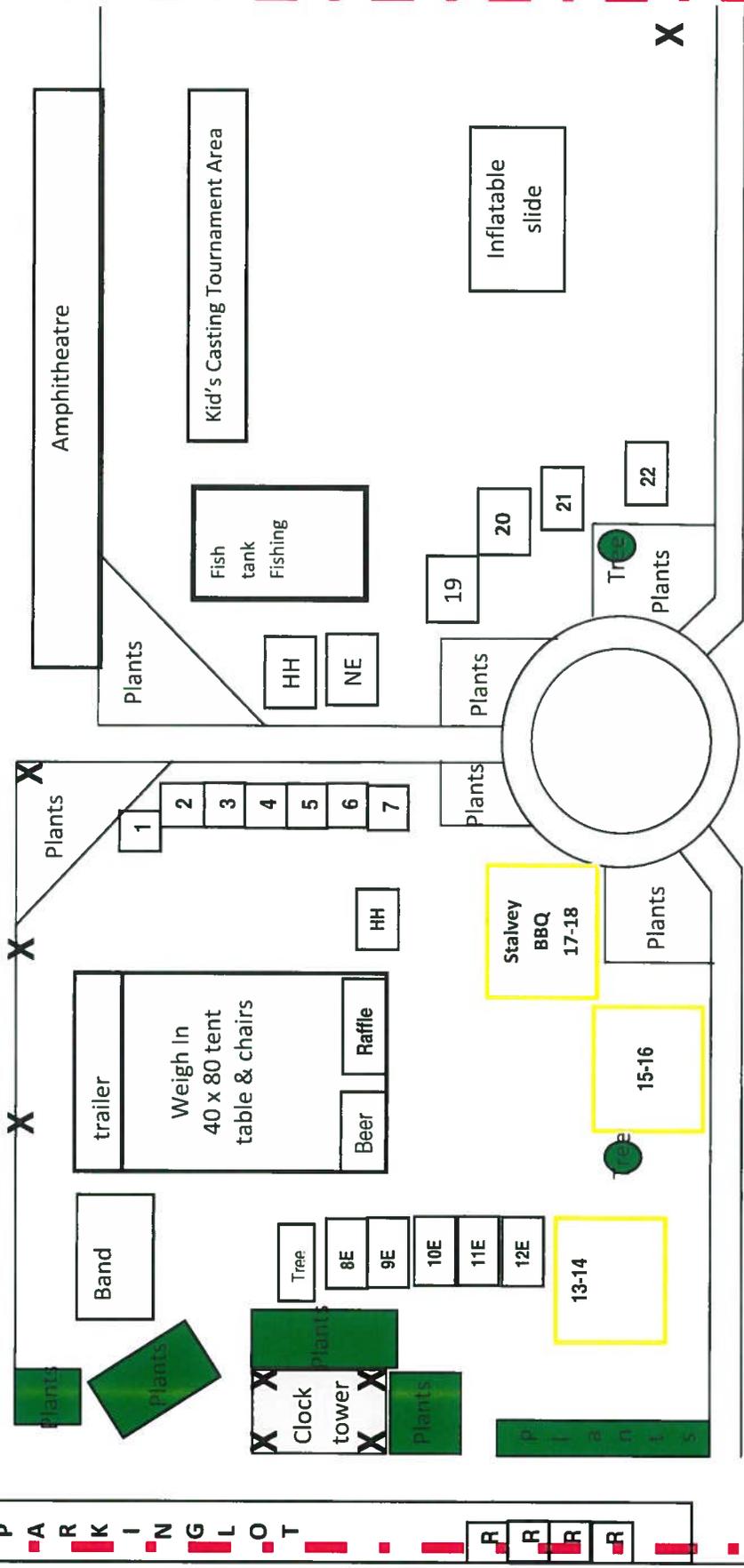
- E booth with electric
- R Restrooms
- X Power with 2 outlets
- 1-22 Vendors
- yellow boxes vendors with food
- Red Box- alcohol allowed

Floating dock

Floating dock

P A R K I N G L O T

B R I D G E & U S 1 7



2 Boats - (8 spaces)

2 spaces Palatka Gas

Banner

PARKING LOT



CITY COMMISSION AGENDA ITEM

SUBJECT:

REQUEST to amend Contract for Purchase and Sale between City of Palatka and Riverfront Development Group, LLC - Joseph C. "Corky" Diamond, Manager, Riverfront Development Group

SUMMARY:

Mr. Diamond has submitted a request and proposal for an Amendment #1 to the Contract for Purchase and Sale between City of Palatka and Riverfront Development Group, LLC, for purchase and development of what is commonly known as the 100 Block, bordered by St. Johns Avenue, 2nd Street and Reid Street.

Mr. Diamond's request summary, proposed amendment #1 to the Contract, and original contract follow this summary.

RECOMMENDED ACTION:

Discussion and possible action concerning Mr. Diamond's request to amend the Contract for Purchase and Sale of the "100 Block" property.

ATTACHMENTS:

Description	Type
▫ Agenda Request	Attachment
▫ Summary of Request for Amendment	Discussion
▫ Proposed Amendment #1 to Contract	Discussion
▫ Original Contract for Purchase and Sale 8/1/13	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 3:46 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 3:46 PM
City Manager	Suggs, Terry	Approved	1/6/2016 - 1:47 PM

TERRILL L. HILL
MARY LAWSON BROWN
RUFUS J. BOROM
JUSTIN R. CAMPBELL
JAMES NORWOOD, JR.



CITY of Palatka FLORIDA

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

TERESA S. BOSS
BETH JORDAN, CLERK
MATTHEW REYNOLDS
JAMES A. GRIFFITH
MICHAEL LAMBERT
DONALD E. HOLMES

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

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

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

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

RIVERFRONT DEVELOPMENT GROUP

Address: 124 St. John Ave e-mail lorenz@riverfrontdevelopment.com

Daytime Phone 561 441 5535 Other ph. _____ Fax _____

Requested meeting date: 1/14/16 Meeting date assigned: _____
(For Clerk's Office Use Only)

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

Subject Matter you wish to address: RIVERFRONT SQUARE CONSTRUCTION
* SEE ATTACHED

(attach additional sheet if necessary)

Commission Action Requested, if any: _____

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED FS 288 105

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
201 N. 2ND STREET • PALATKA, FLORIDA 32177

RIVERFRONT DEVELOPMENT GROUP AGENDA ITEM (JAN 14, 2016)

On August 1, 2013, Riverfront Development Group LLC (RDG) entered into a Contract Purchase and Sale Agreement with the City of Palatka. Per the terms of the Agreement RDG was to close by July 26, 2014. RDG closed over sixty (60) days ahead of schedule. RDG closed ALL CASH.

RDG is self funded and conducts business with ALL CASH. RDG has not nor does not borrow or finance its business ventures.

RDG is currently working under its demolition and fortification permit on portions of the buildings.

Approximately three months ago, the City refused to issue a building permit to RDG for a portion of the construction necessary to complete the project. Subsequently RDG had to let go of sixteen local employees due to the stoppage of work.

RDG considers the City of Palatka to be a good partner with the revitalization of Palatka's Riverfront.

The City and RDG currently are in disagreement with certain provisions of the Contract which subsequently has created delay in completing the project.

RDG respectfully submits the attached proposed Amendment to the Contract. More specifically, sections 27.3, section 27.3.1, and section 27.3.4. (See Attached)

In reviewing the proposed Amendment language, please see that RDG is proposing that should a "lien or encumbrance" be imposed on the property, RDG will post a "Letter of Credit, or Bond" in the amount of the imposed lien or encumbrance at the time in which a lien or encumbrance be imposed.

RDG has performed its obligations impeccably to date and will do so through completion of the project.

Section 27.3 is titled "Protection of Seller Against Liens Incurred By Buyer": The intent of this section is to protect the City SHOULD A LIEN OR ENCUMBRANCE OCCUR. RDG has not imposed a lien or encumbrance, nor will not as it does not finance and pays its bills immediately. The Amendment language provides the City with the necessary PROTECTION should RDG impose a lien or encumbrance.

Section 27.3.4 : Due to the most recent permitting delay in construction, and other construction related delays, RDG respectfully requests that section 27.3.4 be Amended to read as follows: “In the event buyer has not, on or before **two and one half (2 ½) years** from the closing date completed all contemplated improvements...”

Conclusion:

In all relationships, personal or business, there are times where misunderstanding or disagreement materializes. RDG and the City of Palatka have not had one misunderstanding or disagreement since entering into contract nearly three years ago.

Both parties have enjoyed an extraordinary relationship, in that our collective goals are becoming reality.

RDG respectfully requests that the City accept and adopt our proposed Amendment as it most certainly ensures that the City remains “protected”.

We, RDG, continue to pledge our commitment intellectually, financially and most importantly as a sincere competent partner.

Sincerely,

Corky Diamond

FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF PALATKA AND
RIVERFRONT DEVELOPMENT GROUP LLC

This First Amendment to Agreement between City of Palatka and Riverfront Development Group LLC (“Amendment”) is dated effective as of the later of November 26, 2015 or date fully executed by both parties (“Effective Date”), and is entered by and between The City of Palatka (“Seller”) and Riverfront Development Group LLC (“Buyer”).

Seller and Buyer entered into that certain Agreement between Seller and Buyer dated effective August 1, 2013 (the “Agreement”).

Seller and Buyer now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 27.3 of the agreement **“Protection Of Seller Against Liens Incurred By Buyer”** is hereby amended and restated in its entirety and shall hereby be and read as follows: “Pending closing, Buyer shall not take any action with respect to the property that could result in the imposition of attachment of any lien or encumbrance to the property, including but not limited to mechanic’s liens, liens for labor or material, or other. After closing, Buyer shall take all actions necessary to assure that no liens or encumbrances of any nature or kind attach to the property with the exception only of a mortgage which may pledge the property only to pay debt incurred by Buyer for the purpose of making physical and tangible improvements to the property which will result in an increase in value of the property equal to or greater than the amount of the mortgage. The satisfactory completion of all physical and tangible improvements to the property undertaken by Buyer, **and** the satisfactory completion of any other action undertaken by Buyer **which results** in the imposition of a lien (mechanics or other) against the property, shall be “guaranteed” by an IRREVOCABLE LETTER OF CREDIT (“letter of credit”) **or Bond (“bond”)** secured at Buyer’s expense from a bank approved by Seller in an amount sufficient to guarantee the ultimate satisfaction **of said lien**. Said letter of credit or bond shall name Seller as the beneficiary with standing to seek payment of same. For purposes of this paragraph, “satisfactory completion” shall mean the completion of the contemplated improvements, **WITH OUT A LIEN**, in a fashion which complies with the originally approved plans and specifications for said work.”

2. Section 27.3.1 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows: “The amount of the letter of credit **or bond** shall be the larger of: 1) 110% of the approved loan amount to construct the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work or 2) the total of all liens and mortgages which Buyer **incurs** that attach to and encumber the property through the satisfactory completion of the contemplated improvements to the property: **or (3) Buyer shall not be required to post a letter of credit or bond unless Buyer incurs alien or encumbrance.**

3. Section 27.3.4 of the Agreement is hereby amended and restated in its entirety and shall hereafter be read as follows: ...”In the event buyer has not, on or before **two and one half (2 ½) years** from the closing date, completed all contemplated improvements....”

CONTRACT FOR PURCHASE AND SALE

This Contract for Purchase and Sale (hereinafter referred to as the "Contract") is made and entered into by and between the **CITY OF PALATKA** (hereinafter referred to as the "Seller"), 201 North Second Street, Palatka, Fl., 32177, and **RIVERFRONT DEVELOPMENT GROUP LLC** or designee (hereinafter referred to as the "Buyer"), 329 River Street, Palatka, Fl., 32177.

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms when used in this Contract for Purchase and Sale shall have the following meanings:

1.1 **Acceptance Date.** If this Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, on or before August 10, 2013, this Contract shall be withdrawn and held for naught. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

1.2 **Attorneys' Fees.** Reasonable fees and expenses charged by an attorney for his or her services rendered including but not limited to both trial and appellate levels, if applicable.

1.3 **Broker.** None

1.4 **Business Day.** Any day excluding Saturdays and Sundays and legal holidays

1.5 **Buyer's Intended Use of the Property.** Mixed-Use. The permissible uses of the property are further defined and set forth at paragraph 27 hereof.

1.6 **Cash to Close.** The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments herein set forth and delivered in the manner described in Section 1.18 hereof.

1.7 **Closing.** The delivery of the executed Closing Documents described in Sections 10 and 11 concurrently with the delivery of the parties' closing costs to Closing Agent and delivery of the Purchase Price (as described in Section 1.18 below) to Seller.

1.7.1 **Closing Agent.** Seller's Attorney

1.7.2 **Closing Date.** Notwithstanding any other provision of this Contract, the earlier of; (1) sixty (60) days after Buyer notifies Seller in writing of Buyer's readiness to close; or (2) three hundred sixty (360) days from the effective date, with the provision

that additional time shall be allowed for seller to "cure" any title defects discovered as is further provided in other terms of this document.

1.8 Deposits. A deposit to be refundable or non-refundable

1.9 Effective Date. The date when the last one of Buyer, and Seller has signed this Contract.

1.10 Governmental Authority(ies). Any federal, state, county, municipal or other governmental department, entity, authority, water district board or authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.11 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

1.12 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, PCB or PCB - contaminated materials, asbestos or asbestos-containing materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirement.

1.13 Investigation Period. The period of time beginning on the Effective Date and ending three hundred days (300) thereafter at 4:59 p.m. eastern time. However, in the event Seller does not deliver the documents set forth in Section 5.1 within five (5) days after Buyer has requested same, the Investigation Period will be extended day for day for each day until said documents have been delivered to the Buyer.

1.14 Property. That certain real property referred to as "The Property", more particularly described on **Exhibit "A"** attached hereto. It is agreed that the City of Palatka has drafted a sketch of the property which is attached as Exhibit "A". It is further agreed that the City will deliver a professionally engineered survey, prepared by a surveyor licensed in the State of Florida, which accurately describes the property depicted in the attached Exhibit "A".

1.15 Permitted Exceptions. The title exceptions set forth in **Exhibit "B"** attached hereto, which Seller may supplement during the Investigation Period which supplement must be approved by Buyer.

1.16 All recorded documents pertaining to the property and any other documents or records within the possession, custody, or control of Seller which pertain to the property.

1.17 Property Rights. Any and all permits, authorizations and approvals with respect to the Property issued by Governmental Authorities and/or private utilities company, if any, in accordance with Governmental Requirements, including but not limited to the application for permit for any construction on the Property, density rights, mitigation credits and concurrency.

1.18. Purchase Price. The Purchase Price is one hundred fifty thousand dollars (\$150,000.00) and shall be delivered as follows:

(a) All of Buyer's closing costs shall be due and payable in full on the day of closing.

(b) All remaining funds due from buyer hereunder, after payment of the buyer's closing costs as described in paragraph (a) above, shall be paid at Closing by wire transfer, certified check or draft made payable to the City of Palatka.

At Closing, Buyer shall deliver to the Closing Agent Buyer's closing costs as described in Section 13.3 and (iii) Buyer's additional payment as described in section 1.18 via wire transfer or delivery of cashiers or bank check to the trust account of the Closing Agent.

1.19 Seller's Address.
201 North Second Street
Palatka, Fl., 32177

1.20 Seller's Attorneys.
Donald E. Holmes, Esq.
222 North Third Street
Palatka, Fl., 32177

1.21 Title. Fee simple marketable title to the Property subject to the Permitted Exceptions.

1.22 Title Company. American Pioneer Title Co., Attomeys' Title Insurance Fund, Inc., Chicago Title Insurance Company or First American Title Insurance Company or company of equivalent status (hereinafter referred to as the "Title Company to be mutually approved in advance by the Buyer and Seller.

1.23 Title Insurance. As defined in Section 4.

1.24 Title Policy. An ALTA Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price, insuring Buyer's Title to the Property.

2. **Purchase and Sale.** Seller agrees to sell and convey Title to Buyer and Buyer agrees to purchase and acquire all of Seller's ownership interest in the Property on the terms and conditions hereinafter set forth.

3. **Purchase Price.** The Purchase Price shall be paid as follows: The Purchase Price as described in section 1.18 shall be paid by wire transfer or delivery of cashier's or teller's check into Closing Agent's trust account.

3.1 **Cash to Close.** The Cash to Close shall be paid to the Closing Agent in accordance with the closing procedure hereinafter set forth.

4. **Title.**

4.1 **Marketable Title to Property.** With the exception of the Permitted Exceptions and development requirements (inclusive of on-site and off-site improvements) imposed by Governmental Authorities, marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

4.2 **Title Insurance and Survey.** The Title Agent shall, at Buyer's sole expense, deliver to Buyer the Title Company's Owner Insurance Commitment (the "Title Insurance Commitment") within twenty (20) days after the expiration of the investigation period, or within twenty (20) days after Buyer's written notification to Seller of Buyer's readiness to close, whichever is earlier, provided however the failure of such condition shall not be a default by Seller.

4.3 **Objections to Title.** After receiving the Title Insurance Commitment, Buyer shall, within 10 days, notify Seller in writing of any matters rendering title unmarketable. Seller shall then make a reasonable effort to cure any defects which render the title unmarketable without unreasonable delay. Seller shall be allowed sixty (60) days from receipt of Buyer's notice of title defects to cure same. If Seller fails to remove the Title Defects within the allotted time" the Buyer shall have the option of (i) closing this transaction and accepting title as it then is; or (ii) canceling this Contract and receiving from the Seller a refund of the Deposit, if any; thereupon, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

5. **Investigation Period.**

5.1 **Buyer's Investigation of the Property.** Within five (5) days of the effective date, Buyer shall request any document pertaining to the property within Seller's possession, custody, or control which Buyer desires to examine as part of Buyer's investigation of the property. Buyer shall identify the document being requested and shall make the request in writing. Seller shall then provide any requested document that is within Seller's possession, custody, or control within five (5) days. Documents that are recorded within the official records of Putnam County, Florida, shall not be

considered to be within Seller's possession, custody, or control, as they can be as readily accessed by Buyer as by Seller. During the "Investigation Period", Buyer may make investigation of the Property in order to ascertain the Property's condition and feasibility for Buyer's Intended Use of the Property consisting of, but not limited to, the review and inspection of all public records inclusive of title examination and may enter upon the Property to make all investigations of the condition of the Property which Buyer may deem necessary, including but not limited to: soil borings; percolation tests; health and sanitary investigation; engineering and drainage studies; development studies; environmental audits; topographical studies; market studies; investigations of zoning and permitted uses of the Property; the availability of utilities; existence of moratorium(s); radon inspections; survey(s); all of which investigations shall be undertaken at Buyer's sole cost and expense. After completing its investigation of the Property, Buyer shall, at its sole cost and expense, repair any damage caused to the Property arising from the investigations. All investigations shall be conducted during normal business hours with twenty-four (24) hour prior notice to Seller and Buyer shall coordinate any on-site investigations of the Property with Seller. All information obtained by Buyer during the Investigation Period and thereafter until Closing shall be kept confidential except for disclosures to such professionals, joint venture partners and lenders as may be required in connection with Buyer's investigation and acquisition of the Property or as otherwise required by law. If Buyer elects to terminate this Contract during the Investigation Period as expressly permitted in this Contract, then it shall immediately deliver to Seller without warranty the Property Records received from Seller plus copies of all geotechnical or environmental reports and any other tests and studies pertaining to the Property which are possessed by and available to Buyer. In the event Buyer terminates this Contract, Buyer shall provide at no expense copies of any and all reports prepared by Buyer or its agents. Notwithstanding prior termination of this Contract by Buyer, the Deposit or such portion thereof to which Buyer is entitled, if any, shall be held until Seller is reasonably satisfied that Buyer has met its obligation under this Section 5.

5.2 Financial Feasibility/Marketing. Within the investigation period, Buyer shall take all actions which Buyer, in Buyer's sole opinion, deems necessary to determine, in Buyer's sole discretion, the financial feasibility of Buyer's purchase of the property. Said actions shall be considered part and parcel of Buyer's investigation of the property. However, Buyer is not authorized to make any representation of any kind or nature whatsoever on behalf of or binding upon Seller, other than what is specifically contained within this contract, unless specifically authorized by Seller in writing.

5.3 Payment of Agents and Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including reasonable Attorneys' Fees, for nonpayment for services rendered to Buyer, and for construction liens, or for bodily injury and loss of life to persons or damage to property, to the extent that such liens, injury, loss of life or damage arises out of Buyer's and/or Buyer's agents conducting its investigation of the Property. This provision shall survive the Closing or termination of this Contract.

5.4 Buyer's Right to Terminate. In the event that Seller is unable to provide clear title at Closing, and or in the event that Buyer's investigation of the Property during the Investigation Period is unsatisfactory to Buyer, in Buyer's sole discretion, for any reason, or no reason whatsoever, Buyer shall notify Seller in writing and be entitled to terminate this Contract, whereupon, Closing Agent shall immediately return to Buyer the Deposit, if any, deposited in accordance with the provisions contained in this Contract, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

5.5 Expiration of Investigation Period. Upon the expiration of the investigation period, and unless the parties have mutually consented to extend same (consent which either party may withhold in their sole and absolute discretion), this contract, and all of buyer's rights hereunder, shall terminate unless, not later than thirty (30) days prior to said expiration, Buyer shall have notified Seller in writing of Buyer's intent to close this transaction in accord with the terms contained herein. In the event Buyer does not notify Seller of Buyer's intent to close, upon the expiration of the investigation period, each party shall be relieved of all further obligations otherwise arising under this contract except those which by their terms were intended to survive .

5.6 Restore Property. In the event this Contract does not close through no fault of the Seller, Buyer shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer (ordinary wear and tear excepted).

6. Seller's Representations.

6.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date, subject to any extensions, as follows:

6.1.1 Title. As of Closing, Seller shall be the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions, and encumbrances of record which will be paid and removed at Closing.

6.1.2 Litigation. All actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened against the Seller or Property, relating to the Property or the Seller's interest in the Property must be settled and or terminated subject to the Buyers acceptance.

6.1.3 No Condemnation Pending or Threatened. Seller has no knowledge of any pending, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof.

6.1.4 Hazardous Material. To Seller's knowledge, the Property has not, during Seller's ownership, or during any affiliate of the Seller's ownership, of the Property, been used by Seller for the use, generation, treatment, release, discharge, handling, storage,

transportation or disposal of Hazardous Material, except as permitted by Governmental Authority provided said use does not require any clean-up. To Seller's knowledge, no notification of release of a Hazardous Material has been received by Seller and none has occurred on the Property. To Seller's knowledge, the Property is not listed or formally proposed for listing pursuant to any Governmental Requirement. To Seller's knowledge, no above-ground or underground storage tanks are present on the Property.

6.1.5 Parties in Possession; Rights of Others. There are no parties other than Seller or lessees disclosed to Buyer in possession of any portion of the Property and there shall be no parties in possession of the Property at Closing. At Closing, there shall be no tenants or other users. No person or entity other than the Buyer has (a) any right or option to acquire or purchase all or any portion of the Property, or any right of first offer or right of first refusal to acquire or purchase all or any portion of the Property, or (b) any leasehold, tenancy or other interest or right of occupancy in or with respect to all or any portion of the Property. Seller shall not have the right to lease the Property to any other party than Riverfront Development Group LLC during the pendency of this Contract.

6.1.6 Seller's Existence. Seller has full power and authority to sell the Property and to comply with the terms of this Contract.

6.1.7 Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction hereby contemplated are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms. Seller hereby agrees to the terms contained in this contract. The individual signing on behalf of the Seller has the authority to sign on behalf of the Seller.

6.1.8 Legal Use. To Seller's knowledge, neither Seller nor the Property violates any law, rule, regulation or order with respect to its current use.

7. Affirmative Covenants.

7.1 Seller's Affirmative Covenants.

7.1.1 Acts Affecting Property. Seller will refrain from (a) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions and requirements of the Governmental Authorities except any mortgage which may be repaid from this closing payment; and (b) committing any waste or nuisance upon the Property.

7.1.2 Maintenance of Property. Until Seller and any other users vacate the Property at Closing, the Property will be kept in the condition existing as of the Effective Date, ordinary wear, tear and obsolescence excepted and other than the operation of this Property in the normal course of Residential, commercial and retail activity. Seller

will observe all Governmental Requirements affecting the Property until the Closing Date.

7.1.3 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees, at Seller's sole cost and expense and at no cost to Buyer, to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as may be necessary to transfer the Seller's interest in the Property and the any existing Governmental Approvals to Buyer without incurring any additional obligation on the part of Buyer.

8. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

8.1 Buyer's Existence. Buyer will be in good standing and qualified to do business under the laws of the State of Florida, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Contract.

8.2 Authority. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

9.1 Governmental Approvals. Buyer shall have the exclusive right to apply to obtain approvals, if necessary, of Buyer's Contemplated Improvements on the Property. Buyer's Contemplated Improvements on the Property shall be made at the Buyer's sole discretion and cost.

9.2 Seller's Performance and Compliance with Covenants. Seller shall have performed all of its obligations hereunder which are necessary to convey Title to Buyer as herein provided.

9.3 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents to be delivered to Buyer by Seller at the Closing pursuant to this Contract.

9.4 No Prior Termination. This Contract shall not have been previously terminated pursuant to any other provision hereof.

9.5 Satisfaction of Other Conditions. All conditions to Closing otherwise contained in this Contract shall have been satisfied.

9.6 Status of Title. The status of Title to the Property shall be as required by this Contract.

9.7 No Material Changes. There shall have been no material change in any of the following conditions of or affecting the Property not caused by Buyer or its contractors, employees, affiliates or other related or similar parties, that have occurred after the Investigation Period or occurring in ordinary course of the residential, commercial and retail use of the Property and which would require environmental remediation: (a) any dumping of refuse or Hazardous Material on the Property; and (b) status of title. If there is such a material change, then Buyer may terminate this Contract and Seller shall pay Buyer the Deposit, if any, and thereafter this Contract shall be of no further force or effect on the parties.

10. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Seller's Attorneys or its designee.

10.1 Seller's Closing Documents. ("Seller's Property Closing Documents"). At Closing, Seller shall deliver the following documents:

10.2 Title Conveyance Documents. (a) Special Warranty Deed; (b) Certificate of Non-Foreign Status; and (c) assignment of all Property Rights and Property Records, any existing Governmental Approvals and all of Seller's right, title and interest in all plans, deposits and all other payments to any Government Authority in connection therewith, if any.

10.2.1 Seller's No Lien Affidavit.

10.2.2 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and proration between Buyer and Seller, and the net Cash to Close due Seller. Buyer shall have no less than 48 hours to review the Closing Statement.

10.2.3 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

10.2.4 Pre-Closing Delivery. Copies of Seller's Property Closing Documents shall be delivered to Buyer's Attorney for review not less than ten (10) days prior to the Closing Date.

10.2.5 Other Documents for Closing. Seller shall provide all documents as reasonably required by the Title Company

11. Buyer's Closing Documents.

11.1 Authorizing Resolutions. Certificates and/or affidavit of resolutions or otherwise in form and content as Seller may reasonably request evidencing Buyer's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

11.2 Other Documents for Title Company. Buyer shall provide other documents reasonably required by the Title Company.

11.3 Certificate of Good Standing. Certificate of Good Standing for Buyer.

12. Closing Procedure. The Closing shall proceed in the following manner:

12.1 Transfer of Funds. Buyer shall pay the Cash to Close to the Closing Agent.

12.2 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Closing Agent.

12.3 Disbursement of Funds and Documents. On the Closing Date, once all of Buyer's Closing Documents and Seller's Closing Documents and Cash to close are received by the Closing Agent, then Closing Agent shall disburse the Cash to close, and Closing Agent shall deliver Buyer's Closing Documents to Seller and the Seller's Closing Documents to Buyer.

13. Proration and Closing Costs.

13.1 Proration's. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

13.1.1 Taxes. Real estate and personal property taxes shall be prorated on the following basis:

(a) If a tax bill for the year at Closing is available, then proration shall be based upon the current bill.

(b) If the assessment for the year is available, but not the actual tax bill, then proration shall be based upon the assessment and the TRIM Notice.

(c) If neither the current tax bill nor the current assessment is available, then proration shall be based upon the prior year's tax bill.

(d) In all events proration shall include the maximum discount for early payment of taxes.

13.1.2 Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

13.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefore. All other prorations and adjustments shall be final. This provision shall survive the Closing.

13.3 Buyer's Closing Costs. Buyer shall pay for the following items in addition to Buyer's Costs prior to or at the time of Closing:

- Title Insurance
- Recording of Deed
- Buyer's Attorney's Fee

13.4 Seller's Closing Costs. Seller shall pay for the following items in addition to Seller's Costs prior to or at the time of Closing:

- Sellers Survey
- Obtaining and Recording of (if required) Corrective Instruments
- Documentary Stamps on Deed

14. Possession. Buyer shall be granted full possession of the Property at Closing free from Seller, tenants, occupants and any other users except as provided in the Permitted Exceptions.

15. Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing which, in either case would result in the decrease of the area of the Property by more than 1%, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within five (5) Business Days after Seller's receipt of such notification. Should Buyer timely terminate this Contract pursuant to the provisions of this paragraph 15, the Deposit, if any, shall immediately be returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder.

16. Default.

16.1 Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer shall have the right to elect from one of the following options as Buyer's sole and exclusive remedy for Seller default:

16.1.1 Buyer may terminate the Contract, receive a return of the Deposit, if any, from the Seller, and the payment from Seller of Buyer's Costs reasonably incurred in anticipation of Closing, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract except for those obligations of Buyer that expressly survive termination of this Contract; or

16.1.2 Buyer may seek specific performance of the Contract.

16.2 Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, Seller shall have the right to receive and retain the Deposit paid by Buyer, if any, and the same shall be paid to the Seller as agreed-upon liquidated damages as its sole and exclusive remedy. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the Deposit paid or agreed to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision. Seller shall also have the right to all remedies available at law and in equity for the enforcement of Buyer's release, indemnity, defense and hold harmless obligations under this Contract.

17. Brokerage Commission. Each party represents to the other that there is not a third party brokerage commission due as of the effective date. It is agreed that if any other claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose alleged commitments form the basis of such claim. This provision shall survive the Closing or termination of this Contract. Seller consents to Closing Agent acting both as Seller's Attorney and as the Closing Agent under this Contract.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney and Seller's Attorney at their respective addressees set forth in Section 1 of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

19. **Assignment.** This Contract may not be assigned or delegated by Buyer to any person, firm or corporation without the prior written consent of Seller, which Seller may not unreasonably withhold. No assignment shall relieve Buyer or Riverfront Development Group LLC of their liability hereunder. For purposes of this paragraph, Seller's good faith belief that the assignment of this contract by Buyer will weaken the safeguards contained within this contract which are designed to assure to the extent possible that a development of the type described herein will be built and completed upon the property shall be deemed sufficient to justify Seller's refusal to consent to said assignment.

20. **INTENTIONALLY LEFT BLANK.** This paragraph is intentionally left blank.

21. **Signage.** Buyer is permitted to install signage, so long as same complies with all applicable codes and ordinances of the City of Palatka and any other regulatory authorities with jurisdiction over the property.

22. **Miscellaneous.**

23. **Counterparts.** This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

23.1 **Section and Paragraph Headings.** The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

23.2 **Amendment.** No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.3 **Attorneys' Fees.** If any party prevails in a judicial proceeding against any other party by reason of breach of this Contract or in order to enforce any term thereof, reasonable Attorneys' Fees and costs shall be included in such judgment or paid by the losing party. This provision shall survive the Closing or termination of this Contract.

23.4 **Governing Law.** This Contract shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial, with venue in Putnam County, Florida.

23.5 **Entire Contract.** This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. Unless incorporated herein, no discussion, correspondence, agreement, representation, warranty or understanding shall bind either party hereto. In proceeding with the purchase of the Property, Buyer shall rely solely upon Buyer's own, independent investigation of the Property and the provisions of this Contract. Except as otherwise expressly set forth, herein upon the Closing of this Contract and at all

times thereafter, the provisions of this Contract shall merge into the deed and bill(s) of sale and shall not survive the said Closing and Seller hereby expressly disclaims, and Buyer hereby releases Seller from, any and all representations and warranties, express or implied, relating in any way to the Property, including but not limited to any warranty provided under statutory or common law, such as but not limited to warranties regarding condition, habitability, merchantability and fitness of the Property for the Intended Use or any other or additional purpose, impact or permit fees to be incurred by Buyer, or the reliability, accuracy or completeness of any of the Property Records. This provision shall survive the Closing or termination of this Contract.

23.6 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

23.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

23.8 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.9 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

23.10 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23.11 Confidentiality. Except in the ordinary course of the Buyer's business in communicating with its consultants, auditors, attorneys, other professionals, and partners, and in connection with its application for approval from all Governmental Authorities, Buyer shall not disclose the Purchase Price and the terms of payment set forth in this Contract or any other provision contained herein to any other person, all of which will be treated as confidential. This provision shall survive the Closing or termination of this Contract. The parties agree and understand that Seller is a governmental entity bound by and subject to the disclosure requirements of Ch 119, Fl. Stat. , which defines and requires the disclosure of "public records".

24. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Cure Period. In the event of default hereunder other than the delivery of the Deposit or Buyer's payment of the balance of the Purchase Price on the Closing Date, the non-defaulting party must give the defaulting party no less than ten (10) Business Days to cure same and only after the defaulting party's failure to cure could the defaulting party be held in default under this Contract, provided that this clause shall not apply to the time within which Seller shall be allowed to cure title defects of which seller is properly notified which subject is specifically addressed elsewhere herein.

26. Facsimile Signatures. Seller and Buyer hereby agree that facsimile copies of each party's signature on this Contract will be accepted as original execution hereof by such party.

27. Additional Terms. The provisions contained within paragraph 27 and all of its subparts shall survive closing and shall be binding upon Buyer or any person or entity to whom Buyer may assign this contract, or upon any person or entity to whom Buyer may transfer title to the property after Closing. The parties agree that this contract, or so much of it as is necessary to provide notice to actual or potential assignees or transferees from Buyer, may be recorded within the public records.

27.1 Development/Use Restrictions. Buyer and Seller agree that the property and the manner of its development is of critical concern to the Seller and Buyer because of the impact said development will likely have upon the surrounding property located within Seller's downtown and riverfront areas. Accordingly, Buyer and seller agree that Buyer's use of that portion of the property and the development of that portion of the property designated within Exhibit A as "Phase I" of "Area 1" ("Initial Development") shall be in accord with and consistent with those drawings, diagrams, and descriptions set forth within Exhibit "C" , attached hereto and incorporated by reference herein ("contemplated improvements"). The use of and development of "Phase II" of "Area 1" and of "Area 2" ("Subsequent Development") shall be in accord with drawings, diagrams, and descriptions to be provided to the Seller by the Buyer not less than six (6) months before development of these portions of the property is to begin ("Contemplated Improvements"). Seller shall have the absolute right, in its sole and unbridled discretion, to disapprove the use and specific development proposed by Buyer and depicted within the drawings, diagrams, and descriptions provided with respect to the Subsequent Development. In the event Seller disapproves the proposed Subsequent Development, Seller and Buyer shall confer in an attempt to address Seller's concerns or objections. Ultimately, Buyer shall not proceed with the Subsequent Development without Seller's approval of same. This term shall survive closing and shall in fact be memorialized in "covenants and restrictions" to be incorporated into the deed of conveyance. Said covenants and restrictions shall provide for the enforcement of same at the option of and by Seller and shall specify that the covenants and restrictions shall be effective and valid for a period of not less than fifty (50) years from the date of closing, thereby guaranteeing that the development of the property, including but not limited to all structures built upon the property and all uses of said structures and of the property shall be consistent with the drawings, diagrams, and descriptions set forth within Exhibit "C" and, as to the Subsequent Development,

approved by Seller before development is commenced, for a period of fifty (50) years following the date of closing unless Seller should agree to a modification of same. Nothing within this paragraph or within this contract shall be deemed as requiring Seller to consent to any modification of the approved permissible structures and uses at any time but instead Seller retains the right in its sole and absolute discretion to consider any request to modify the uses and structures permissible at the property.

27.2 Debris Removal During Investigation Period. Buyer and Seller agree that Seller may, at no expense to Buyer, conduct certain debris removal/clean-up at the property during the investigation period. It is not Seller's intent to make any structural improvements or alterations during the course of said operations. However, Buyer and Seller agree that in the event of any inadvertent damage or impact to the structures at the property occurring during the debris removal/clean-up process, Buyer shall hold Seller harmless for same. In the event such structural damage or impact occurs, Buyer may elect to terminate this contract in accord with Section 5.4 above but shall not otherwise assert any claim, demand, suit, or assessment against seller arising from seller's actions in conducting the debris removal/clean-up operation.

27.3 Protection Of Seller Against Liens Incurred By Buyer. Pending closing, Buyer shall not take any action with respect to the property that could result in the imposition or attachment of any lien or encumbrance to the property, including but not limited to mechanic's liens, liens for labor or material, or other. After closing, buyer shall take all actions necessary to assure that no liens or encumbrances of any nature or kind attach to the property with the exception only of a mortgage which may pledge the property only to pay debt incurred by Buyer for the purpose of making physical and tangible improvements to the property which will result in an increase in value of the property equal to or greater than the amount of the mortgage. The satisfactory completion of all physical and tangible improvements to the property undertaken by Buyer, or the satisfactory completion of any other action undertaken by Buyer which could legally result in the imposition of a lien (mechanic's or other) against the property, shall be "guaranteed" by an **IRREVOCABLE LETTER OF CREDIT** ("letter of credit") secured at buyer's expense from a bank approved by Seller and in an amount sufficient to guarantee the ultimate satisfactory completion of the work undertaken. Said letter of credit shall name Seller as beneficiary with standing to seek payment of same. For purposes of this paragraph, "satisfactory completion" shall mean the completion of the contemplated improvements, in a fashion which complies with the originally approved plans and specifications for said work.

27.3.1 The amount of the letter of credit shall be the larger of: 1) 110% of the approved loan amount to construct the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work or 2) the total of all liens and mortgages which Buyer in good faith anticipates will attach to and encumber the property through the satisfactory completion of the contemplated improvements to the property; or (3) the total estimated cost of the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work but to include all engineering, design, and similar costs

necessary to the completion of the project.

27.3.2 In the event of a Buyer default hereunder after Closing, Seller shall be entitled to the following relief:

a) Buyer (or any entity or person to whom Buyer may have assigned this contract with Seller's consent) shall, within 10 days of demand, convey legal title to the property to Seller by Quit-Claim Deed. Buyer or Buyer's assignee shall not thereafter retain any interest, claim, or right to the property, its income, profits, or rents.

b) Seller shall receive the full proceeds of the letter of credit.

c) Seller shall first utilize the proceeds of the letter of credit to pay and satisfy any and all liens and mortgages which encumber the property, or make satisfactory arrangements with the holders of same to relieve Buyer from liability under same.

d) Seller shall next utilize the proceeds of the letter of credit to pay for the completion of the contemplated improvements to the property, or so much of same as the remaining proceeds from the letter of credit will permit.

e) Seller shall pay any remaining proceeds from the letter of credit (if any), after satisfaction of the terms set forth above, to Buyer or Buyer's assignee.

27.3.3 For purposes of this paragraph 27.3, Buyer's default shall be considered any of the following:

a) any failure of buyer to comply with the terms of any loan, mortgage, or contract entered by buyer with a third party and which results in the property becoming the subject of any any lien enforcement, foreclosure, or similar action which could result in the foreclosure of buyer's ownership interest in the property.

b) the failure of buyer, after the date of pledging the property as security for any debt or after the date of suffering any lien to attach to the property, to complete construction of the contemplated improvements within 24 months.

27.3.4 In the event Buyer has not, on or before two (2) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 1, Phase I" within the attached Exhibit "A", and in the event Buyer has not suffered any lien, mortgage, or other encumbrance to attach to said Area 1, Phase I within said time, then Seller shall have the option of repurchasing the entire property at the purchase price originally paid by Buyer. Seller shall notify Buyer of Seller's desire to exercise this option not later than twenty-three months (23) after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase", including the cost of owner's policy of title insurance, shall be equally divided between the parties.

27.3.5 In the event Buyer has not, on or before four (4)) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 2 and Phase I, of Area 1" within the attached Exhibit "A" , and in the event Buyer has not suffered any lien, mortgage, or other encumbrance to attach to said portion of the property within said time, then Seller shall have the option of purchasing said portion of the property from Buyer at a pro-rata share (based upon size of said portion as compared to the total size of the property) of the total purchase price reflected within this contract. Seller shall notify Buyer of Seller's desire to exercise this option not later than forty-seven (47) months after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase," including the cost of owner's policy of title insurance, shall be equally divided between the parties.

27.4 Buyer To Provide Hold Harmless And Indemnification. The parties acknowledge that it is Buyer's desire to come about and upon the property pending closing for various purposes pertaining to Buyer's ultimate plans to market the property for sale. Buyer specifically acknowledges that Seller has and does hereby warn that the property is not in a good state of repair and that coming about or upon the property may be hazardous and may result in damage to property and/or personal injury or death. If Buyer, in spite of said warning, chooses to come about or upon the property pending closing, Buyer shall, before doing so, execute documents (hold harmless documents) in the form approved or prepared by Seller, which evidence Buyer's assumption of all risks (known or unknown, apparent or hidden) associated with Buyer's coming about the property and by which Buyer "holds Seller harmless" for any damages or injuries or death resulting from Buyer's coming about the property and by which Buyer agrees to indemnify Seller from any loss or expenses incurred by Seller, including attorney's fees and costs, as a result of Buyer's coming about or upon the property. Buyer shall not bring any person upon or about the property without first notifying Seller of Buyer's intent to do so and unless any/all people Buyer intends to bring about the property have first executed hold harmless documents in the form and substance approved or prepared by Seller and as further described above.

27.5. WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

(Seal)



SELLER: CITY OF PALATKA

By: [Signature]
Michael J. Czymbor, CITY MANAGER

Date: August 1, 2013

ATTEST:

[Signature]
Betsy J. Driggers, CITY CLERK

WITNESS:

[Signature]
Print Name: Lisabeth Weber

BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC

By: [Signature]
Joseph C. Diamond, Manager

Date: August 1, 2013

WITNESS:

[Signature]
Print Name: Christy Wilkinson

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Joseph C. Diamond, who is the Manager of Riverfront Development Group, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 2013.

My Commission Expires:
(Seal)



[Signature]
Notary Public, State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description is a combination of the below referenced parcels which encompasses "The Property" as described in Dick's map of Palatka MB2,P46,Block 2, Official records of Putnam County Florida.

- 101 Reid Street Parcel # 42-10-27-6850-0020-0080
- 105 Reid Street Parcel # 42-10-27-6850-0020-0010
- 111,117,119 N 2nd Street Parcel # 42-10-27-6850-0020-0020
- 107,109 N 2nd Street Parcel # 42-10-27-6850-0020-0040
- 105 N 2nd Street Parcel # 42-10-27-6850-0020-0041
- 124 St Johns Ave Parcel # 42-10-27-6850-0020-0050
- 113 N 2nd Street Parcel #42-10-27-6850-0020-0030
Parcel #42-10-27-6850-0020-0100

EXHIBIT "B"

PERMITTED EXCEPTIONS

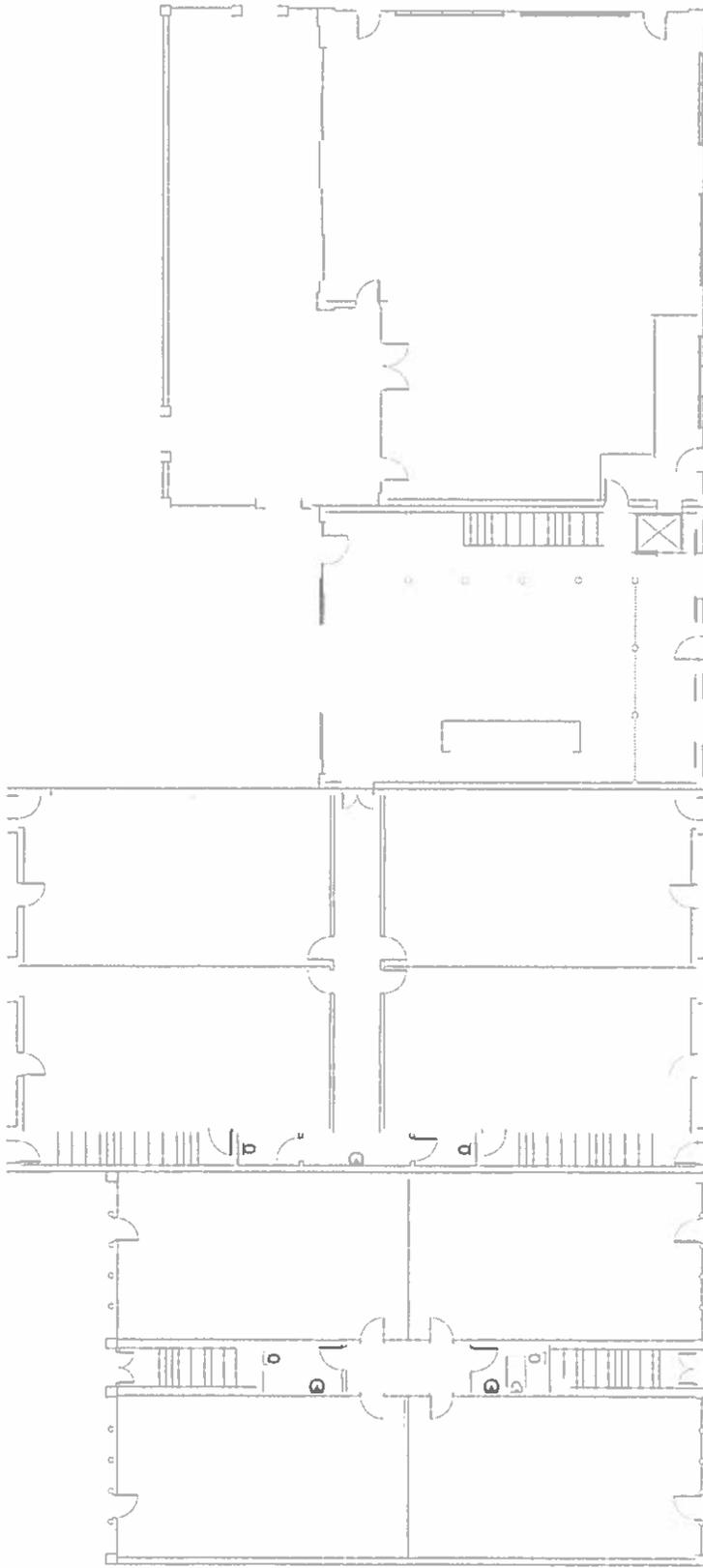
1. Taxes for the year of the effective date of the owner's title insurance policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Title to personal property is not insured.

NOTE: The recording information contained herein refers to the Public Putnam County, Florida, unless otherwise specified.

Items 2 and 5 will be deleted at closing upon receipt of satisfactory affidavits from Buyer and Seller. Items 3 and 4 will be deleted at closing if the current survey, provided and paid for by Buyer, shows no encroachments, overlaps, boundary line disputes, easements not shown on the public records or other survey issues and is certified to Seller, Sellers attorney and title company

EXHIBIT "C"

Page 1 of 4



THE MARSH

POSSIBLE

THE BARRY

THE MARSH

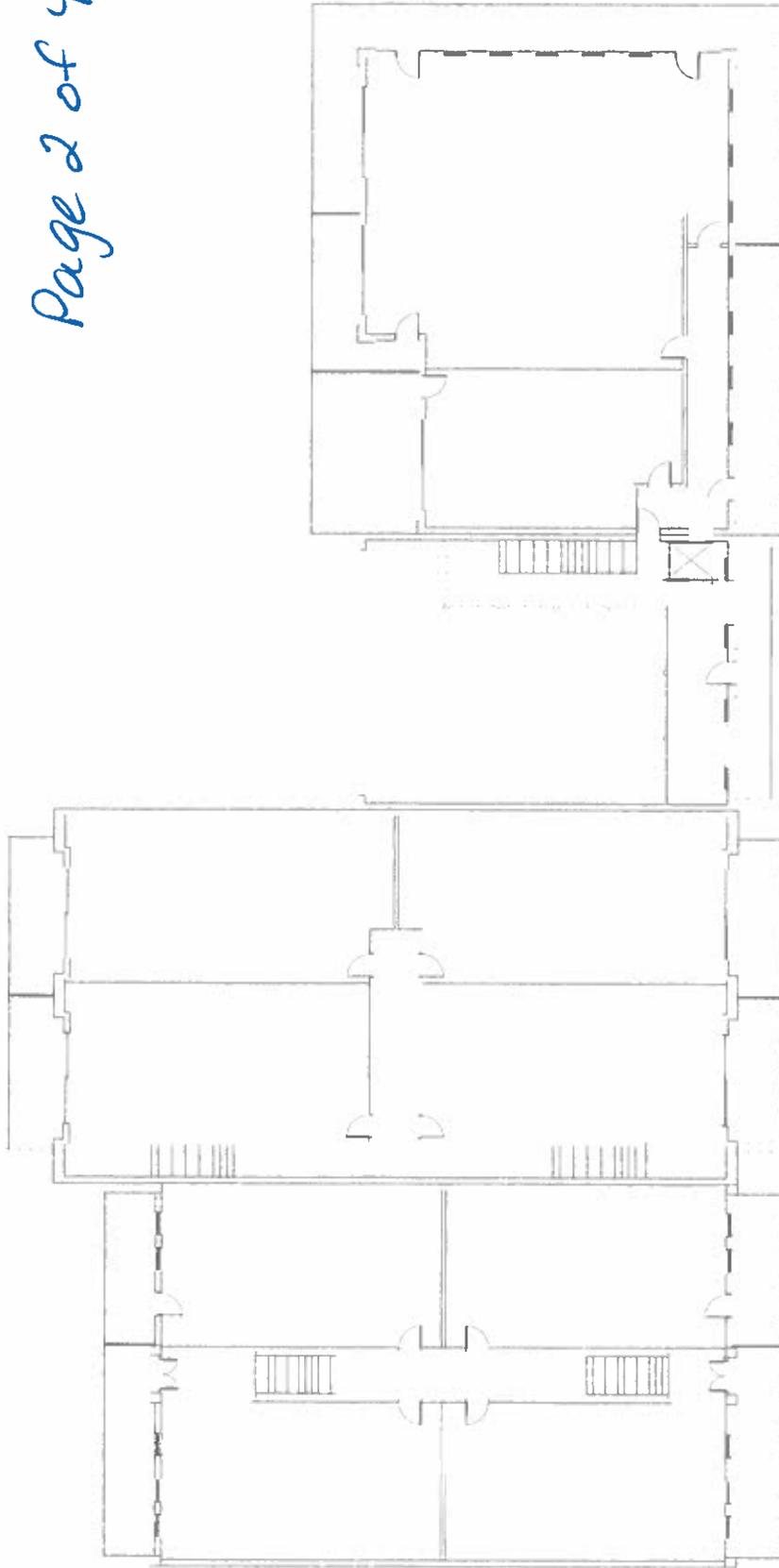
1 THE CENTURY - CONCEPTUAL PLAN VIEW - 1ST FLOOR

3/4" = 1'-0"

1ST FLOOR USE - COMMERCIAL RETAIL / RESTAURANT

EXHIBIT "C"

Page 2 of 4



THE MORGUE

THE BARRIC

THE SHOW

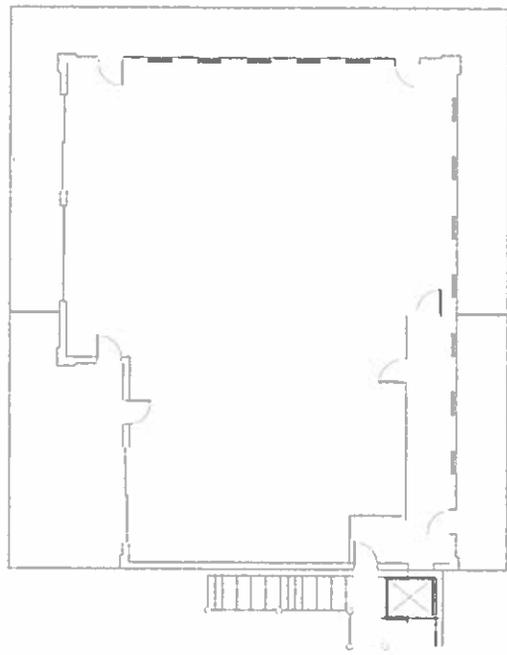
THE MORGUE

2ND FLOOR USE - RESIDENTIAL

2 THE CENTURY - CONCEPTUAL PLAN VIEW - 2ND FLOOR
1/4" = 1'-0"

EXHIBIT "C"

Page 3 of 4



THE APARTMENT

THE SHOW

THE BUILD

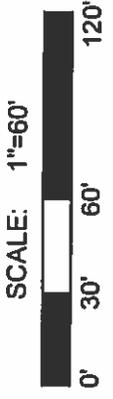
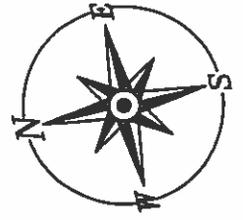
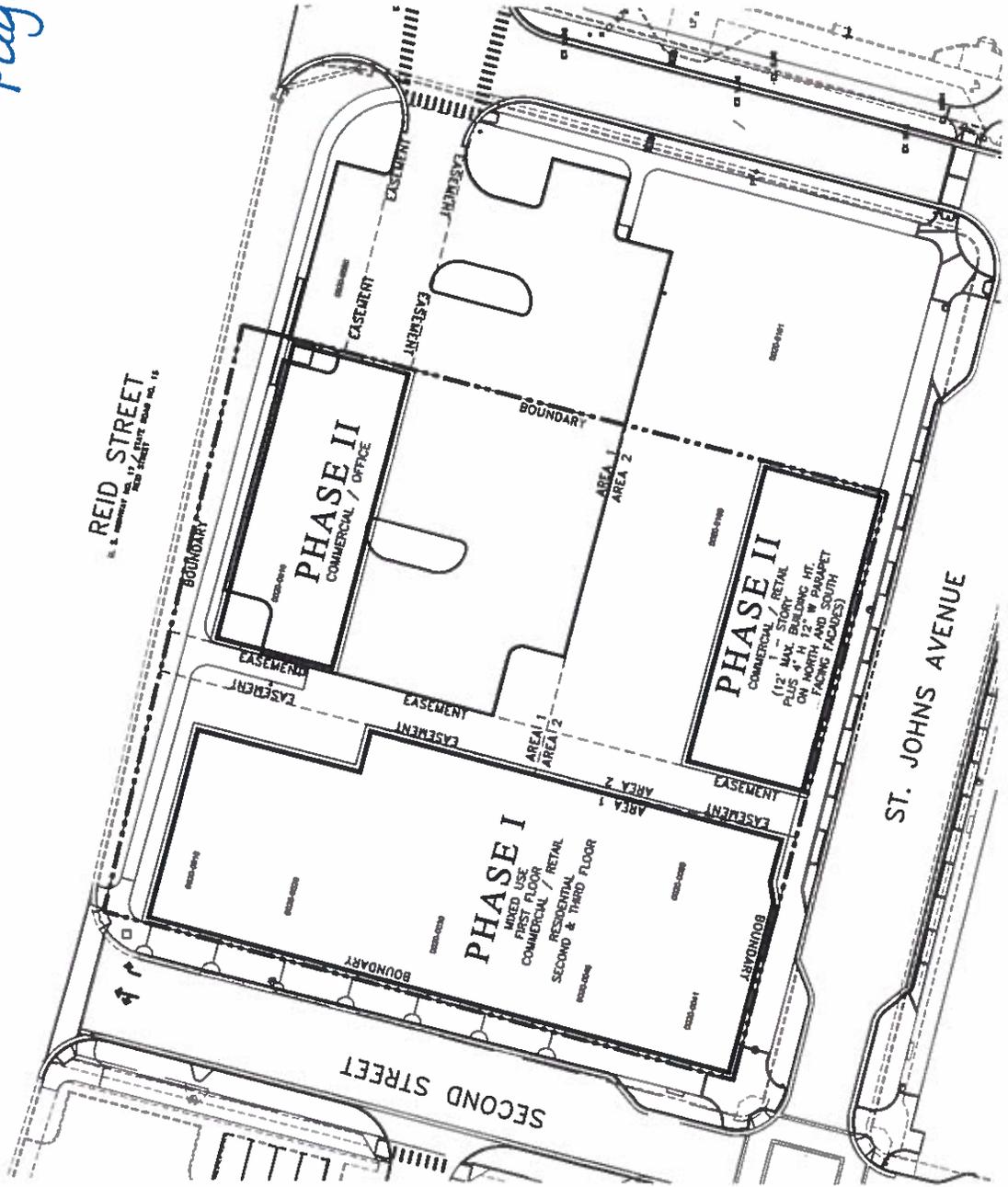
THE BUILDING

1 THE CENTURY - CONCEPTUAL PLAN VIEW - 3RD FLOOR
1/4" = 1'-0"

3RD FLOOR USE - RESIDENTIAL

EXHIBIT C

Page 4 of 4





CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing the execution of an Agreement with the Rotary Club of Palatka for the construction of a nature-based playground at the Riverfront Park - Adopt

SUMMARY:

The City of Palatka was recently awarded a Florida Department of Environmental Protection Florida Recreation Development and Acquisition Program (FRDAP) Grant for Riverfront Park Improvements. This project includes the construction of a canoe and kayak launch, picnic facilities, nature based playground and sidewalks. The City has been in discussions with the Rotary Club of Palatka for two plus years regarding their assistance with the funding and construction of the playground facility. Rotary has agreed to partner with the City to provide funding for the facility. A draft agreement is attached for your review and approval. The Rotary Board has met and agreed to fund \$20,000 towards the project as evidenced by the signed Agreement and email from Robert Taylor, President of Rotary Club of Palatka.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of an Agreement with the Rotary Club of Palatka for the construction of a nature based playground at the Riverfront Park.

ATTACHMENTS:

Description	Type
▢ Rotary Nature Base Playground Resolution	Resolution
▢ Rotary Palatka Agreement	Backup Material
▢ R Taylor Email	Backup Material
▢ Construction Estimate	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	1/5/2016 - 9:08 AM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 3:23 PM
City Manager	Suggs, Terry	Approved	1/6/2016 - 1:47 PM

RESOLUTION NO. 2015-__

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A MEMORANDUM OF UNDERSTANDING BETWEEN THE ROTARY CLUB OF PALATKA AND THE CITY OF PALATKA FOR THE FUNDING AND CONSTRUCTION OF A NATURE BASED PLAYGROUND AT THE RIVERFRONT PARK.

WHEREAS, The City owns and operates real property commonly referred to the Riverfront Park located in Downtown Palatka on the St. Johns River; and

WHEREAS, the Riverfront Park lacks a playground area for the Children of Palatka and Putnam County; and

WHEREAS, the City and Rotary desire to construct a playground area for the Children of Palatka and Putnam County to be located on the Riverfront Park property.

WHEREAS, Rotary has proposed to donate \$20,000 towards the project; and

WHEREAS, a Memorandum of Understanding has been prepared to memorialize the donation and conditions thereof; and

WHEREAS, it is in the best interest of the City of Palatka to execute the Memorandum of Understanding.

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

1. That the Mayor and City Clerk are hereby authorized to execute and attest the Memorandum of Understanding between the Rotary Club of Palatka and City of Palatka for a Nature Based Playground at the Riverfront Park.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of January, 2016.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

AGREEMENT

REGARDING

A PALATKA RIVERFRONT NATURE-BASED PLAYGROUND

This Memorandum of Agreement ("Agreement") is entered into as of the ~~December~~ ¹⁵th day of ~~December~~ 2015, by and between Rotary Club of Palatka, a Non Profit 501c(4) Civic Club Organization ("Rotary") and the City of Palatka, a municipality chartered under the laws of the State of Florida, located in Putnam County, ("City") (each referred to herein as a "Party" and collectively referred to herein as "Parties").

WHEREAS, THE City owns and operates real property commonly referred to the Riverfront Park located in Downtown Palatka on the St. Johns River; and

WHEREAS, the Riverfront Park lacks a playground area for the Children of Palatka and Putnam County; and

WHEREAS, the City and Rotary desires to construct a playground area for the Children of Palatka and Putnam County to be located on the Riverfront Park property.

NOW THEREFORE, in consideration of the promises and considerations set forth herein, the parties hereto agree as follows:

1. Location: The Playground shall be located on the City of Palatka's Riverfront Park, the boundaries of which are generally defined in Exhibit A attached hereto (the "Playground Area").
2. Scope: The Playground shall include the Site Preparation, Construction of the new Playground, and ADA path of travel upgrades as described below. The Playground shall include some equipment or apparatus for autistic children.
3. Definitions: For the purposes of this Agreement, the following terms shall be defined as follows:

"ADA Work" shall mean accessibility improvements as defined by the Florida Building Code, such as sidewalks, ramps, landings, stairs and/or railings, curbing and/or retaining walls performed within or leading to the play area, as required as a condition of approval by the City of Palatka Building Department.

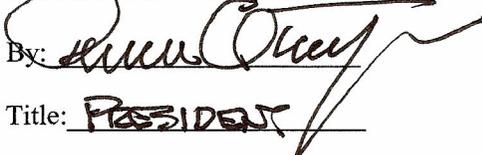
"Site Preparation" shall mean the demolition, excavation, grading, installation of irrigation, landscaping, lighting, installation of suitable base material and utility connections within the Playground.

4. Funding: Both parties agree that the estimate project cost is \$80,556.00 Rotary agrees to make a cash donation of \$20,000 to the City for the playground. The Pilot Club of Palatka has donated \$5,000 to the City for the project. The City has secured a \$50,000 Florida Recreation Acquisition and Development Grant. The City agrees to provide or secure all additional matching funds necessary to fully construct the project including the play features, Site Preparation, ADA work, and permitting costs. If the bid received for the Playground exceeds the agreed upon total project cost the City agrees to value-engineer the project to meet the budget amount.

5. Naming Rights: The City Commission shall determine the name of the Playground and Rotary's and Pilot Club's contributions/roles will be publicly acknowledged and permanently displayed at the Playground on a dedication monument.
6. Design: The Parties agree to mutually create, present, develop and refine a conceptual plans for each play feature which is subject to the final approval of the City of Palatka Commission. Final design will be determined by the City.
7. Maintenance: The City will maintain the Playground at its cost, including the routine daily maintenance as well as any repair or replacement needed to reasonably sustain the Playground in its "as built" condition, including those things that require cleaning, painting, restoration or replacement, due to normal wear and tear.
8. Project Management: The City shall provide Construction and Project Management services for the duration of the Playground project at its sole cost.
9. Schedule: Both parties agree that time is of the essence. Rotary agrees to issue payment to the City, in the amount specified in Section 4, following the selection of a contractor to construct the Playground and prior to the award of the construction contract. The City agrees to expend all funds donated by Rotary within six (6) months of the Notice to Proceed to the selected contractor.
10. Default by Either Party/ Termination: If any party fails to fulfill its obligations under this agreement in a timely and proper manner, the other parties shall have the right to terminate their participation by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of the notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this agreement shall terminate, unless mutually amended, at the expiration of the thirty (30) day time period.
11. Each party acknowledges, warrants, and represents that it has all necessary rights, authority and corporate power to enter into, execute and perform this Agreement in accordance with its terms without violating the rights of any other person, and that it has no knowledge of the existence of any other contract or agreement which would prevent it from carrying out its respective responsibilities under this Agreement.

IN WITNESS WHEREOF, each Party has caused this MOU to be executed by its duly authorized representative as of the date first written above.

THE ROTARY CLUB OF PALATKA

By: 

Title: PRESIDENT

Date: 15 DECEMBER 2015

THE CITY OF PALATKA, FLORIDA

By: _____

Title: Mayor

Date: _____

Jonathan Griffith

From: Bob Taylor <rtaylor@ret-tbd.com>
Sent: Wednesday, December 16, 2015 9:39 AM
To: Jonathan Griffith; Terry K. Suggs
Cc: 'Deborah C. Strickland'; Matt Reynolds; tz570@yahoo.com; raymond.hadaway@gapac.com
Subject: 1601 RET to J Griffith T Suggs 16 Dec 15 MOU re City of Palatka Riverside park
Attachments: City of Palatka MOU 15 Dec 15.pdf; Nature Based Playground Estimate.xlsx; Playground2.jpg

Jonathan, Terry:

Attached is the signed Memorandum of Understanding between the Rotary Club of Palatka and the City of Palatka to participate in the Riverfront Park project. Last night our Board unanimously approved going forward with this important project. Also enclosed is a sketch of the project and a tentative Budget which was reviewed by our Board. We understand the Budget and sketch are preliminary and may be modified to accommodate additional investors (such as Sunrise Rotary or other Civic Groups) or the finally approved (FRDAP) design.

We understand also that members of our Club will be invited to participate in "design" meetings as may be available to suggest development of the final plans.

Thanks to you and the City Commission for continuing efforts to make our hometown a better place for all citizens and make the riverfront a beautiful and exciting destination place for our families and children.

Sincerely,
Bob Taylor

*Robert E. Taylor AIA Architect PA
710 St. Johns Avenue
Palatka, Florida 32177
Phone: 386-325-7341
Fax: 386-325-0608
Email: rtaylor@ret-tbd.com*

Attachments: City of Palatka MOU 15 Dec 15.pdf; Nature Based Playground Estimate.xlsx; Playground2.jpg

Privileged and Confidential Information

This Electronic Transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. This information is for the sole use of the intended recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of the information received in error is strictly prohibited.

City of Palatka

Nature Based Playground

Estimate of Probable Cost

Description	Unit	Quantity	Price	Total		
Design Fee	LS	1	\$3,000.00	\$3,000.00	CITY/FRDAP FUNDING	
Grant Administration	LS	1	\$5,000.00	\$5,000.00		
Sand	SY	35	\$20.00	\$700.00		
Demolition, site prep, and earthwork	LS	1	\$5,000.00	\$5,000.00		
Concrete walks *Installed	SF	2400	\$2.56	\$6,144.00		
Rubber flush mounted edge restraint *Installed	LF	368	\$4.00	\$1,472.00		
ADA wood mulch at 12" depth *Installed	SF	3600	\$2.00	\$7,200.00		
Landscaping *Installed	LS	1	\$3,500.00	\$3,500.00		
Benches and Picnic facility	LS	1	\$1,200.00	\$1,200.00		
Fencing	LF	300	\$12.50	\$3,750.00		
Stump steppers *Installed	EA	12	\$120.00	\$1,440.00		
Balance logs *Installed	EA	3	\$200.00	\$600.00		
Log crawlers *Installed	EA	3	\$300.00	\$900.00		
Hill Slide	EA	1	\$600.00	\$600.00		
Blue Crab sculpture *Installed	LS	1	\$3,500.00	\$3,500.00		
Launch	LS	1	\$4,500.00	\$4,500.00		
Surveying	LS	1	\$2,000.00	\$2,000.00		
Contingency	LS	10%	\$50,506.00	\$5,050.60		\$55,556.60
Water runnel *Installed	LS	1	\$8,000.00	\$8,000.00		Pilot = \$5,000 Rotary = \$20,000
Wilson Cypress Mill Structure	LS	1	\$2,000.00	\$2,000.00		
Inclusive swing	LS	1	\$1,500.00	\$1,500.00		
Padded rope swing	LS	1	\$300.00	\$300.00		
Music play station	LS	1	\$1,500.00	\$1,500.00		
Labrynth	LS	1	\$2,500.00	\$2,500.00		
Bridge	LS	1	\$1,200.00	\$1,200.00		
Birds Nest	LS	1	\$1,000.00	\$1,000.00		
Alligator Sculpture *Installed	LS	1	\$7,000.00	\$7,000.00	\$25,000.00	

\$25,000.00



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing execution of US Department of Housing and Urban Development Conciliation Agreement/Voluntary Compliance Agreement between City of Palatka and Palatka Housing Authority, FHEO Case Number 04-15-0430-8/04-15-0430-6 - Adopt

SUMMARY:

Following this summary is a Conciliation Agreement negotiated as a result of the Fair Housing Complaint filed against the City of Palatka by the Palatka Housing Authority over the City's refusal to sign off on their plans to develop more federal rental housing in the City of Palatka, specifically in the South Historic District. City Staff and legal counsel met with PHA and counsel and a mediator with HUD and came to an agreement on allowing PHA development of future HUD properties in Palatka. The PHA Board took action to authorize execution of this agreement on behalf of PHA on December 21, 2015 (see their Resolution, also attached).

At its December 10, 2015 meeting, the City Commission approved and signed off on the PHA's 5-year Plan FY 2016-20 after Paragraph 7 had been revised to include the conciliated language found in Section F of this Agreement, which specifies that any further housing built would be single-family housing with the intention of placing families into the houses that would qualify to purchase the homes within five years after placement, with the intent of returning these homes to the active tax rolls of the City.

The Commission has not yet seen or agreed to the provisions of Section H, entitled "Relief in the Public Interest," which states that "Within six months of the effective date of this Agreement, Respondents and all agents and employees engaged in real estate related transactions, activities or services will attend training on the Federal Fair Housing Act at Respondents' own expense," and goes on to outline specifics on the training and related documentation to be submitted by the City of Palatka. Section B, Statement of Facts, 2nd paragraph states that "there has been no factual finding or adjudication with respect to any matter alleged in the complaint," and that "Respondents have entered into this Agreement to avoid the risks, expenses and burdens of litigation and to resolve voluntarily the claims in the underlying action regarding alleged violations of the Fair Housing Act."

RECOMMENDED ACTION:

Consider adoption of a resolution authorizing execution of the FHEO Conciliation Agreement on the matter of Palatka Housing Authority, Complainant, and City of Palatka, Respondent, FHEO Case No. 04-15-0430-8/04-15-0430-6

ATTACHMENTS:

Description	Type
▫ Conciliatory Agreement & PHA Resolution denoting Board action	Exhibit
▫ Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/6/2016 - 12:09 PM
City Clerk	Driggers, Betsy	Approved	1/6/2016 - 12:10 PM
City Manager	Suggs, Terry	Approved	1/6/2016 - 1:47 PM

RESOLUTION No. 2012-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING EXECUTION OF A US DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT CONCILIATION
AGREEMENT/VOLUNTARY COMPLIANCE AGREEMENT
BETWEEN CITY OF PALATKA AND PALATKA HOUSING
AUTHORITY, FHEO CASE NUMBER 04-15-0430-8/04-15-0430-6**

WHEREAS, the Palatka Housing Authority (PHA) filed a charge of discrimination against the City of Palatka (City) with the U.S. Department of Housing and Urban Development because the City did not approve a portion of the Housing Authority's proposed FY 2015-19 Annual and Five-year Plan, as contained in Paragraph 7 of the proposed plan; and

WHEREAS, the City Commission's decision not to approve a Paragraph 7 of the PHA's five-year plan was based on lawful, neutral, and sound public policy and fiscal grounds; and

WHEREAS, the PHA's proposed plan was inconsistent with the City's Adopted Comprehensive Plan and the critical need to avoid further erosion of the City's tax base, which is already disproportionately burdened with non-taxable properties; and

WHEREAS, the City Commission, in two different years—2014 and 2015—with two different sets of commissioners, examined and re-examined Paragraph 7 of the PHA five-year plan and concluded it would drain further life from an already anemic tax base; and

WHEREAS, the City of Palatka has a long history of supporting public housing, including recent efforts, energies, and resources expended on public housing, and further evidenced by an independent report from the Shimberg Center for Housing Studies at University of Florida showing the City far outranks other cities in proportion of public housing to non-public housing, and in the percentage of property subject to taxation versus property that is off the tax rolls; and

WHEREAS, there is an absence of shopping infrastructure within walking distance of the proposed construction, but such facilities existed within walking distance of other property available to the housing authority located outside the city limits, which would avoid taking additional properties off the City's tax rolls; and

WHEREAS, the City nonetheless engaged in voluntary conciliation provided by the U.S. Department of Housing and Urban Development resulting in a proposed agreement that will permit the proposed construction of single-family units while at the same time complying with City zoning law and the adopted comprehensive plan, which recognizes Palatka's obligation to ensure compliance with rules, regulations and guidelines applicable to the historic district, and will ultimately lead to the contribution of the property and structures to the City tax rolls; and

WHEREAS, even though the discrimination complaint was not supported by fact or law, the proposed Conciliation/Voluntary Compliance Agreement will end unnecessary expense and disruption to the City, and the City Commission deems it reasonable to authorize execution of said Agreement.

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

Section 1: Incorporation of Recitals. The recitals set forth above are adopted by the Commission as the findings of the City and are incorporated herein.

Section 2: Acceptance of terms and conditions. The City of Palatka hereby agrees to the terms and conditions as outlined in the US HUD Conciliation Agreement/Voluntary Compliance Agreement, FHEO Case Number 04-15-0430-8/04-15-0430-6, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

Section 3: Execution authorized. The Mayor is hereby authorized to execute the US HUD Conciliation Agreement/Voluntary Compliance Agreement, FHEO Case Number 04-15-0430-8/04-15-0430-6 on behalf of the City of Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of January, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT/VOLUNTARY COMPLIANCE AGREEMENT

between

Palatka Housing Authority
c/o John Nelson Jr., Executive Director
(Complainant)

and

City of Palatka
(Respondents)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing
and Urban Development

FHEO CASE NUMBER: 04-15-0430-8/04-15-0430-6

Complainant Nelson

Page 1 of 7

Respondents _____

A. PARTIES AND SUBJECT PROPERTY

Complainant

Palatka Housing Authority
c/o John Nelson Jr., Executive Director
400 North 15 Street
Palatka, FL 32177

Respondents

City of Palatka
201 North 2 Street
Palatka, Florida 32177

City Commission of the City of Palatka
201 North 2 Street
Palatka, Florida 32177

B. STATEMENT OF FACTS

A complaint was filed with the United States Department of Housing and Urban Development (hereinafter, "HUD" or "the Department") on March 19, 2015, alleging that the Respondents engaged in discriminatory acts in violation of the Fair Housing Act of 1968 (hereinafter, "the Act"). Specifically, the complaint alleged that Respondents were responsible for discriminatory terms and conditions against its proposal to build duplexes for public housing in a particular area. The complainant alleges that the proposal was denied because 49 percent of the potential residents are African American. The most recent act is alleged to have occurred on October 13, 2015. If proven, the allegations would constitute a violation of Sections 804(a), 804(b) or (f) and 804(c) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988.

Respondents collectively deny having discriminated against any individual based on race and there has been no factual finding or adjudication with respect to any matter alleged in the complaint. Respondents have entered into this Agreement to avoid the risks, expenses, and burdens of litigation and to resolve voluntarily the claims in the underlying action (the "Claims") regarding alleged violations of the Fair Housing Act. By settling this matter, Respondents are not admitting to any fault, guilt or liability with respect to the Claims.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the Agreement or until PHA performs its obligations under Section F below.

Complainant 

Page 2 of 7

Respondents _____

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Atlanta Regional Office of the United States Department of Housing and Urban Development (HUD) 40 Marietta Street, Atlanta, Georgia 30303 or his or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving a Respondent made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
8. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director.
9. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.

10. Complainant Palatka Housing Authority hereby forever waives, releases, and covenants not to sue the Department or Respondents City of Palatka and Respondents City Commission of the City of Palatka heirs, executors, assigns, agents, directors, officers, employees, partners and attorneys, or pursue any administrative action or civil action, with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-15-0430-8/6 and , or which could have been filed in any action or suit arising from said subject matter, including, without limitation, relating to the ownership or management of the subject property.
11. Respondents City of Palatka, and City Commission of the City of Palatka, hereby forever waives, releases, and covenants not to sue the Department or Complainant and its successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-15-0430-8/6 and or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

12. Respondents City of Palatka, and City Commission of the City of Palatka will reconsider its decision denying Paragraph 7 of Complainant Palatka Housing Authority's annual plan and consider amending Paragraph 7 with the following the revisions:

PHA may develop not more than two single-family homes in the South Historic District in compliance with all regulations, covenants, and restrictions applicable to the historic district. PHA will in good faith use best efforts to place families into these homes who may qualify to purchase the homes within five years after placement. PHA will give preference points based on credit worthiness and otherwise use procedures that have succeeded in placements in other PHA lease-to-own programs and properties. If after five years, the families occupying these two homes are unable to purchase or have not initiated purchase of the homes, PHA will relocate the families and use best efforts to place families who may qualify to purchase the homes within five years after placement. The Parties through this provision express their mutually agreed intent to be that PHA return these homes to the active tax rolls of the City of Palatka. If the City of Palatka believes PHA has not used best efforts, the City may commence a civil action in a court of competent jurisdiction after exhausting provisions of Section K below. The prevailing party would be entitled to an award of reasonable attorney's fees and costs.

H. RELIEF IN THE PUBLIC INTEREST

13. Respondents will display a HUD Fair Housing poster at City of Palatka Planning and Zoning Board.
14. Within six (6) months of the effective date of this Agreement, Respondents and all agents and employees engaged in real estate related transactions, activities or services will attend training on the Federal Fair Housing Act at Respondents' own expense. The training will be provided by an external source approved by HUD. Respondents will provide HUD with a copy of the agenda and biography for each individual providing the training and a sign in sheet which identifies the name and position held of each employee trained within 10 days of the training date. Any reports requested by HUD must show the HUD case number and be directed to the address below:

U.S. Department of Housing & Urban Development
Curtis Barnes, Conciliator
40 Marietta Street-16th Floor
Atlanta, Georgia 30303

15. Respondents agree to apply their policies and procedures in a nondiscriminatory manner.
16. Within thirty (30) days of the effective date of this Agreement, Respondents shall inform all of their agents and employees responsible for compliance with this Agreement, including, city officials (Planning and Zoning Board), city commissioners, of the terms of this Agreement.
17. This Agreement will be a public document when placed on the City Council Agenda. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law.

I. MONITORING

18. For the duration of this Agreement, City of Palatka shall retain all records relating to HUD case number 04-15-0430-8/6 and its obligations under this agreement. The Department shall have the right to review and copy such records upon request. It is understood that determining compliance with this Agreement is the responsibility and jurisdiction of the Department.

J. REPORTING AND RECORDKEEPING

19. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development
Attn: Natasha Watson, Enforcement Director
40 Marietta St.-16th Floor
Atlanta, Georgia, 30301

K. CONSEQUENCES OF BREACH

20. Whenever the Department has reasonable cause to believe that Respondent has breached this Agreement, the matter may be referred to the Attorney General of the United States to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.
21. Any act(s) or omission(s) of an employee who violates the terms of this Agreement may serve as grounds for HUD imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
22. Any act(s) or omission(s) violating the terms of this Agreement may serve as grounds for HUD declaring a breach of the applicable controlling agreement between the parties and HUD.
23. Any act(s) or omission(s) violating the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
24. Any act(s) or omission(s) violating the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with applicable civil rights authorities.

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L. CERTIFICATIONS/SIGNINGS

25. By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

M. SIGNATURES

Palatka Housing Authority, Complainant



C/o John Nelson Jr. Executive Director
Complainant

Dec. 22 2015

(Date)

City of Palatka

Terrill L. Hill, Mayor, Palatka City Commission
Respondent

(Date)

APPROVAL

Carlos Osegueda
FHEO Region IV Director

(Date)

RESOLUTION NUMBER 672

**RESOLUTION TO AUTHORIZE EXECUTION OF
FAIR HOUSING CONCILIATION AGREEMENT
WITH THE CITY OF PALATKA**

WHEREAS, the Palatka Housing Authority has acquired two lots of land on Laurel Street in the City of Palatka with the intent of constructing public housing units thereon; and

WHEREAS the City of Palatka has taken steps to deny such construction based upon complaints from the community and non-legal processes;

WHEREAS the Board of Commissioners authorized the Palatka Housing Authority to file a Fair Housing Complaint against the City of Palatka, and;

WHEREAS the PHA and the City of Palatka have now come to a conciliation agreement that will resolve said Fair Housing Complaint

THEREFORE, the Board of Commissioners hereby authorizes the President/CEO to execute said conciliation agreement with the City of Palatka.

Commissioner Fulghum moved the foregoing resolution be adopted as introduced and read; motion was seconded by Commissioner Blevins and upon roll call the "Ayes" and "Nays" were as follows:

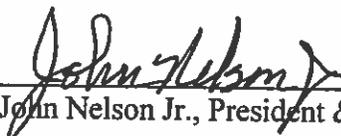
	<u>AYES</u>	<u>NAYS</u>
Commissioner Bolden	✓	
Commissioner Fulghum	✓	
Commissioner Evans	✓	
Commissioner Bivins	✓	
Chairperson Blevins	✓	

SET FORTH this 21st day of December 2015 by the Board of Commissioners of the Palatka Housing Authority.



Brenda Bivins, Vice-Chairperson

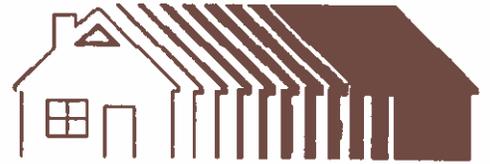
I CERTIFY that the above resolution was duly passed at a special meeting of this Authority on the above stated date, with appropriate Notice as required by the by-laws of this agency.



John Nelson Jr., President & CEO/Secretary

SEAL:





December 23, 2015

Betsy Driggers, City Clerk
City of Palatka
201 North 2nd Street
Palatka, FL 32177

Re: FHEO Conciliation Agreement

Dear Betsy:

Attached please find three (3) signed and initialed copies of the HUD Conciliation Agreement and a copy of the Palatka Housing Authority Board of Commissioners resolution from their December 21 meeting, approving same.

When all signatures have been obtained, please provide us with a fully executed copy of the Agreement for our files.

Sincerely,

Trista Mack
Executive Assistant

:tm



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE extending the 2008 Economic Recovery and Incentive Program, suspending the collection of certain impact fees, through December 31, 2017 - First Reading

SUMMARY:

In 2007 the City Commission enacted an impact fee ordinance which imposed impact fees on new construction. Impact fees were intended to fund parks, fire rescue, roads, law enforcement, water, and sewer capital costs associated with future growth and development. Boom-era growth assumptions underlying the fee structure were unrealistically high (1,970 residential units, a new hospital, & an unnamed amount of commercial development through 2016). It was even anticipated that this growth would spur a city-funded transportation improvement program approaching \$7 million dollars along with extensive water, sewer, fire, police, and parks expansion programs. However as the local, state, and national economy downturned in 2008 the Commission suspended all impact fees except for water and sewer impact fees with the adoption of Ordinance No. 08-20, the "City of Palatka 2008 Economic Recovery and Incentive Program." This two-year suspension was followed by subsequent suspensions in 2011 and 2014, with the last suspension going through Dec. 31, 2015. As the economy is still poor and the pace of development slow, Staff is recommending another two year continuation of the impact fee suspension.

As required by the ordinance, Staff has estimated the lost revenue from the suspension of impact fees since May, 2014 to be a grand total of \$324,460 (\$57,524 for fire rescue; \$79,169 for law enforcement; and \$187,767 for roads). This would have been generated by two new medical offices, a discount bread store, car wash, retail discount store, and motel. (These estimates assume that these projects would have paid the impact fees in the time period between May, 2014 and Dec., 2015.) At this time there are no known pending projects other than a proposed discount tool store (Harbor Freights) and a possible outparcel development project on N SR 19 in front of Lowe's Home Improvement store. Developers have not pursued the approved and undeveloped residential subdivision just south of Crystal Cove subdivision, with approximately 35 units, and the 100-unit Cypress Mills PUD planned for undeveloped land west of the South Historic District has expired and will require a new rezoning.

Palatka's economy is stagnant, with little development and growth, higher unemployment (7.4%) and a high proportion of persons below the poverty level (44.3%). This is in contrast with the state of Florida, which is experiencing economic growth at an annual rate of around 3%, faster than the nation as a whole, and has just 16.3% of individuals below the

poverty line and an unemployment rate of 5.6% (the nation as a whole has just 15.4% of individuals below the poverty rate and a 5.5% unemployment rate).

Another reason to continue the suspension is the questionable validity of the impact fee study - the non-occurrence of the anticipated growth would not legally support instituting such fees, and a new study would be required. However Staff at the time of the 2014 suspension extension did justify the basis and continuation of the water and sewer impact fees, which has been collected for all new development since 2007.

While there is a gap between the expiration of the suspension (Dec. 31, 2015) and the re-institution of the suspension (Jan. 28, 2016), this will not result in any required impact fee payments, as Staff has flexibility about when the fee is collected, which can be anytime up to the issuance of a Certificate of Occupancy (there are currently no projects in the "pipeline" for impact fee payment).

RECOMMENDED ACTION:

Pass on first reading an ordinance extending the impact fee moratorium for a period not to exceed two years. Second reading scheduled for January 28, 2016.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	1/6/2016 - 4:29 PM
City Clerk	Driggers, Betsy	Approved	1/7/2016 - 2:19 PM
City Manager	Suggs, Terry	Approved	1/7/2016 - 5:03 PM

ORDINANCE NO. 2016-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CITY OF PALATKA ORDINANCE NO. 08-20, THE CITY OF PALATKA 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM; EXTENDING THE SUSPENSION OF COLLECTION OF THE CITY'S PARKS AND RECREATION FACILITIES IMPACT FEES, FIRE RESCUE IMPACT FEES, ROAD IMPACT FEES AND LAW ENFORCEMENT IMPACT FEES FOR A PERIOD NOT TO EXCEED TWO YEARS; PROVIDING FOR NOTICE OF IMPACT FEE RATES UPON EXPIRATION OF THE SUSPENSION PERIOD; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, on April 14, 2011, in response to the continued economic downturn, the City Commission enacted Ordinance No. 11-07, extending the suspension of the collection of those certain impact fees excepting water and sewer facility impact fees through December 31, 2013; and

WHEREAS, on January 9, 2014, in response to the continued economic downturn, the City Commission enacted Ordinance No. 14-01, extending the suspension of the collection of those certain impact fees excepting water and sewer facility impact fees through May 31, 2014; and

WHEREAS, on May 24, 2014, in response to the continued economic downturn, the City Commission enacted Ordinance No. 14-12, extending the suspension of the collection of those certain impact fees excepting water and sewer facility impact fees through December 31, 2015; and

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

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

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

J. The 2008 economic downturn resulted in increased foreclosures, business closings and a decline in new construction projects within the City. A decline in construction projects within the City impacts all local industries that are dependent upon growth, such as construction, manufacturing and real estate. A decrease in the number of building permits issued by the City also adversely impacts the City's budget. Growth of the City's tax base is dependent upon new construction, redevelopment and increasing property values. In this economic climate the collection of Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees, as established pursuant to this Ordinance, may place the City in a non-competitive position with other local governments that have chosen not to require growth to pay its fair share of needed Capital Facilities and thus hinder efforts by the City and the community to encourage economic development opportunities within the City, to preserve and create permanent employment expansion opportunities for the City's citizens, and expand the City's tax base. Therefore the City Commission wishes to continue the 2008 Economic Recovery and Incentive Program, as created by Ordinance No. 08-20, adopted on December, 18, 2008, and extended by Ordinance 11-07 adopted April 14, 2011 through December 31, 2013, extended again by Ordinance No. 2014-01 adopted January 9, 2014 through May 31, 2014, and extended again by Ordinance No. 2014-12 adopted May 24, 2014 through January 1, 2016, providing for suspension of the City's parks and recreation, fire rescue, roads and law enforcement Impact Fees for a period not to exceed eighteen months in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

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

C. All construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through ~~December 31, 2015~~ December 31, 2017 shall not be required to pay the Parks and Recreation Facilities Impact Fees imposed by this Section pursuant to Section 8.02.

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

C. All construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through ~~December 31, 2015~~ December 31, 2017 shall not be required to pay the Fire Rescue Impact Fees imposed by this Section pursuant to Section 8.02.

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

C. All construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through ~~December 31, 2015~~ December 31, 2017 shall not be required to pay the

Road Impact Fees imposed by this Section and set forth in Appendix C. to the Ordinance pursuant to Section 8.02.

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

C. All construction occurring within the City that submits a complete application for a Building Permit on or after January 1, 2009 and continuing through ~~December 31, 2015~~ December 31, 2017 shall not be required to pay the Law Enforcement Impact Fees imposed by this Section pursuant to Section 8.02.

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

SECTION 8.02 2008 ECONOMIC RECOVERY AND INCENTIVE PROGRAM.

A. The City Commission hereby continues the 2008 Economic Recovery and Incentive Program, as created by Ordinance No. 08-20, adopted on December, 18, 2008, and extended by Ordinance No. 2011-07 adopted on April 14, 2011, Ordinance 2014-01 adopted on January 9, 2014, and Ordinance 2014-12 adopted on May 22, 2014 to provide for suspension of the City's Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees for a period not to exceed two years, commencing on January 1, 2016, in order to allow time for the national, state and local economy to recover and to stimulate local development, preserve jobs in the construction industry and expand the City's tax base.

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

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

D. At the time of impact fee reconsideration the city manager shall report to the commission on the status of construction activity within the city since the effective date of this program. Such report shall include the number and type of permits issued, the amount of impact fee revenues lost as a result of the suspension, pending development projects, an overview of the national, state and local economy, and recommendations for whether the suspension period should be extended.

~~D~~ F. Collection of the Parks and Recreation, Fire Rescue, Roads and Law Enforcement Impact Fees shall resume on January 1, ~~2016~~2018, provided that the notice period required by Section 8.10 has expired by such date. In the event the notice period has not expired on ~~December 31,~~

~~2015~~ December 31, 2017, collection of the fees shall resume upon expiration of the 90 day notice period.

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

Section 8. **Codification.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 28th day of January, 2016.

PALATKA CITY COMMISSION

By: _____
 Its MAYOR

ATTEST:

CITY CLERK

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Chapter 50, Article III of the Code of Ordinances to amend various elements of the Special Events Ordinance - 1st Reading

SUMMARY:

These are measures to improve the special events process and will benefit the public. The following changes are proposed:

1. Change required post-event review meeting for Class A events from 30 days to 60 days. The current time frame is too short.
2. Exempt permit fees for Class B or C special events that provide entertainment, education, or food free of charge to the public, are sponsored by non-profit organizations, and do not involve fundraising.
3. Change required applicant notice to neighboring property owners from 1,500 feet to 300 feet, which is the equivalent of the average downtown city block.

RECOMMENDED ACTION:

Pass ordinance on first reading an ordinance amending Chapter 50, Parks and Recreation Code, to amend various elements of Article III, Special Events. Second reading is scheduled for January 28th.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	11/20/2015 - 3:56 PM
City Clerk	Driggers, Betsy	Approved	12/15/2015 - 5:26 PM
City Manager	Suggs, Terry	Approved	1/4/2016 - 4:11 PM

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

ORDINANCE NO. 16 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING PALATKA MUNICIPAL CODE, CHAPTER 50, ARTICLE III, SPECIAL EVENTS, TO REVISE MEETING TIMEFRAMES, EXEMPT PERMIT FEES FOR FREE EVENTS OPEN TO THE PUBLIC, AND REDUCE NOTICE AREA FOR CLASS A AND B EVENTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, all the necessary procedural steps have been accomplished, including two public hearings before the City Commission of the City of Palatka on January 14TH and January 28th, 2016; and

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

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

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

Sec. 50-201. - Application for special events, time for submission, contents.

- (a) through (g) - no changes.
- (h) The special events coordinator shall schedule a post-event review meeting within ~~30~~ 60 days after the close of a Class A event, and may schedule a post-event review meeting within 45 days after the close of a Class B event, which shall include the special events committee and the applicant and/or representatives.

Sec. 50-202. - Permit issuance; fees

- (a) through (c) - no changes.
- (d) Special events in observance of federal holidays (New Year's Day; Birthday of Martin Luther King, Jr.; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day) are

exempt from city fees due to their community-wide appeal and benefit. Class B and C special events sponsored by nonprofit organizations that provide entertainment, education, or food free of charge to the public and that do not involve fundraising are exempt from city permit fees only. All other provisions of article III shall apply to such events.

Sec. 50-249. - Miscellaneous requirements.

- (1) no change
- (2) Notification of neighboring properties. Class A and B event organizers shall provide written notification to all property owners located within ~~1,500~~ 300 feet of the property on which the special event will occur. This notification shall include the date(s), type of the event, area to be impacted, estimated attendance security measures and any activities of the event that may impact the property owners of neighboring properties. Applicants must provide the special event coordinator a copy of the letter; a list of names and addresses of those notified; and if the notice is hand delivered, a notarized affidavit certifying that the letter was delivered a minimum of 15 days prior to the event. The city may require applicant(s) to conduct a meeting with interested property owners to discuss management of the event. If a meeting is scheduled, it shall be conducted by the applicant(s) and held in a location designated by the city.

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

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of January, 2016.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk



CITY COMMISSION AGENDA ITEM

SUBJECT:

DISCUSSION - Planning Board Recommendation to amend the Code to eliminate the Zoning Board of Appeals and transfer this Board's duties to the Palatka Planning Board

SUMMARY:

The Zoning Board of Appeals (ZBA) is utilized as an appeals body for the Floods Code (Chapter 38) and the Zoning Code (Chapter 94), both sections of the Municipal Code. Chapter 38 variances provide relief from a burdensome literal interpretation of flood control construction standards. While Chapter 94 is the assigned purview of the Planning Board, appeals of the Zoning Administrator and of multiple zoning standards are heard by the ZBA. Chapter 94 standards eligible for variance review include zoning district dimensional standards, cell tower height, and landscape buffer requirements.

There is a disconnect in that the Planning Board, which is the keeper of the Zoning Code, does not interpret this Code in appeals cases. In addition, the lack of regular business (the ZBA has only met nine times in the last five years, and its last meeting was almost two years ago) and as a result quorums are difficult to achieve. Due to the lack of regular business, ZBA members get little experience in zoning and land use matters on an on-going basis, which makes their duties more difficult.

Staff believes that a smaller town like Palatka does not need multiple boards, and the Planning Board has typically not been overwhelmed to the point that it could not take on a handful of variance requests over the period of several years. This action would promote more efficient use of one of the City's two experienced and active advisory boards (the other being the Code Enforcement Board). The need for this action was confirmed by the recent polling of the ZBA as to their attendance at a December 8, 2015 meeting on a possible variance request, for which a quorum could not be achieved.

The Planning Board unanimously recommended approval of this proposal at their September 1, 2015 meeting. While an ordinance is not up on first reading tonight, the proposed ordinance making these changes follows this summary.

RECOMMENDED ACTION:

Discussion on Staff and Planning Board's recommendation to adopt an ordinance amending the Municipal Code, Chapters 38 and 94, to eliminate the Zoning Board of Appeals and transfer this Board's duties to the Palatka Planning Board.

ATTACHMENTS:

Description	Type
▣ Ordinance	Ordinance
▣ Planning Board minutes	Backup Material
▣ Staff Report	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	12/7/2015 - 10:57 AM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 11:34 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:58 PM

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

ORDINANCE NO. 16 -

**AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, ELIMINATING
ZONING BOARD OF APPEALS AND
TRANSFERRING DUTIES OF THIS BOARD
TO THE PLANNING BOARD; PROVIDING
FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.**

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

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on August 4, 2015, and two public hearings before the City Commission of the City of Palatka on January 14, 2016 and January 28, 2016; and

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

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

Section 1. The following Zoning Code Sections as set forth in Exhibit A shall be amended as specified in this Exhibit.

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

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of January, 2016.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

EXHIBIT A: MUNICIPAL CODE CHANGES

Chapter 38 - FLOODS^[1]

Sec, 38-1 through Sec. 38-118 - no changes.

Sec. 38-119. - Appeals.

The ~~zoning board of appeals~~ planning board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator or the building official in the administration and enforcement of this chapter or the flood load and flood resistant construction requirements of the Florida Building Code. Any person aggrieved by the decision of the ~~zoning board of appeals~~ planning board may appeal such decision to the circuit court, as provided by Florida Statutes.

Sec. 38-120. - Limitations on authority to grant variances.

The ~~zoning board of appeals~~ planning board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in this chapter, the conditions of issuance set forth in this chapter, and the comments and recommendations of the floodplain administrator and the building official. The ~~zoning board of appeals~~ planning board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

Sec. 38-121 through Sec. 38-123 - no changes.

Sec. 38-124. - Variance criteria.

In reviewing requests for variances, the ~~zoning board of appeals~~ planning board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

Sec. 38-125. - Conditions for issuance of variances.

Variances shall be issued only upon:

EXHIBIT A: MUNICIPAL CODE CHANGES

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site render any provision of this chapter or the elevation standards of the Florida Building Code inappropriate;
- (2) Determination by the ~~zoning board of appeals~~ planning board that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) through (5) - no changes.

Chapter 94 - ZONING^[1]

Sec. 94-38. - Amendments.

- (a) - no changes.
- (b) Initiation of proposals for amendments. A zoning amendment may be proposed by:
 - (1) The city commission.
 - (2) The planning board.
 - (3) The ~~board of zoning appeals~~.
 - (4) The city manager or any other department or board of the city.
 - (5) Any person other than those listed in subsection (b)(1), (2), (3) or (4) of this section; provided, however, that no such person shall propose an amendment for the rezoning of property which he does not own except as agent or attorney for an owner.

All proposals for zoning amendments shall be submitted in writing to the office of the zoning administrator accompanied by all pertinent information which may be required by the planning board for proper consideration of the matter, along with, for persons under subsection (b)(5) of this section, the payment of such fees and charges as have been established by the city commission. The zoning administrator shall submit such proposals for amendments to the planning board for review and recommendation.

- (c) through (j) - no changes.

DIVISION 2. - ~~BOARD OF~~ ZONING VARIANCES APPEALS^[3]

Footnotes:

--- (3) ---

Cross reference- Administration, ch. 2.

~~Sec. 94-61. - Established; membership; removal of members; officers.~~

~~(a) There is hereby established a board of zoning appeals consisting of seven members appointed by the city commission. The members of the board shall serve as follows:~~

~~(b) Each member shall serve for a term of five years. Vacancies shall be filled by the city commission for the unexpired term. Any member may be removed by the city commission for cause after written charges have been filed and after a~~

EXHIBIT A: MUNICIPAL CODE CHANGES

~~public hearing has been held, if such a hearing is demanded by the member so charged.~~

~~(c) The board of zoning appeals shall each year select from its members a chairperson and vice-chairperson.~~

~~(d) The chairperson, or in his absence the vice-chairperson, may administer oaths. The board shall also appoint a secretary to keep minutes and maintain the records of the board of zoning appeals.~~

~~(Code 1981, app. C, § 26-11(1))~~

~~Sec. 94-62. - Meetings and rules of procedure; minutes; payment of expenses.~~

~~All meetings of the board of zoning appeals and all hearings shall be open to the public. Meeting shall be held at the call of the chairperson and at such other times as a majority of the board may determine. The minutes of the proceedings shall show the vote of each member upon every question decided by the board; or, if any member is absent or fails to vote, shall so indicate. A statement of the findings by the board shall be included in the minutes as to each case heard or considered by it. The board shall adopt its own rules of procedure, and a copy of such rules and all amendments thereto shall be filed in the office of the city clerk. The minutes of the board shall be open to public examination at reasonable hours. Expenses incurred by the board are to be itemized and shall be borne by the city, except as may be specified in this division.~~

~~(Code 1981, app. C, § 26-11(2))~~

~~Sec. 94-63. - Jurisdiction; required vote.~~

~~(a) The board of zoning appeals as created in this division is a body of limited powers. The board shall hear and decide appeals from and review any order, requirement, decision or determination made by the zoning administrator.~~

~~(b) The concurring vote of four members of the board shall be necessary to reverse any order, requirement, decision or determination of the officer from whom an appeal is taken to decide in favor of the applicant any matter in which the board is required to pass under the provisions of this chapter.~~

~~(Code 1981, app. C, § 26-11(3))~~

Sec. 94-64. - Special authority in relation to certain nonconforming uses.

If no structural alterations are made, any nonconforming use of a structure, or of a structure and premises in combination, may be changed to another nonconforming use of the same character, or to a more restricted but nonconforming use, provided that the ~~board of zoning appeals~~ planning board shall find after public notice and hearing that the proposed use is equally or more appropriate to the district than the existing nonconforming use and that the relation of the structure to surrounding properties is such that adverse effects on occupants and neighboring properties will not be greater than if the existing nonconforming use is continued. In permitting such change, the ~~board of zoning appeals~~ planning board may require appropriate conditions and safeguards in accord with the intent and purpose of this chapter.

Sec. 94-65. - Procedure for appeal to board.

Any person aggrieved by a ruling of the zoning administrator or any officer, department, board or bureau of the city concerning the interpretation, administration or enforcement of this chapter may appeal to the ~~board of zoning appeals~~ planning board. Such appeal shall be taken within 30 days, by filing with

EXHIBIT A: MUNICIPAL CODE CHANGES

the ~~board of zoning appeals~~ planning board a notice of appeal specifying the grounds thereof, together with such plats and exhibits as are reasonably necessary. The ~~board of zoning appeals~~ planning board may provide or prescribe the form upon which such appeals shall be filed. The zoning administrator shall forthwith transmit to the board all of the papers constituting his record concerning the action from which appeal was taken.

Sec. 94-66. - Stay of proceedings pending appeal.

An appeal under section 94-65 shall stay all proceedings unless the official certifies to the ~~board of zoning appeals~~ planning board, after the notice of appeal has been filed with him, that, by reason of facts which he shall set forth in his certificate, a stay would, in his opinion, cause imminent peril to life or property, in which case the proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the ~~board of zoning appeals~~ planning board or by a court of competent jurisdiction on application, with notice to the zoning administrator.

Sec. 94-67. - Variances generally.

The ~~board of zoning appeals~~ planning board may authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where, owing to special conditions, literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. Variances may be granted on development standards requirements only.

Sec. 94-68. - no changes.

Sec. 94-69. - Conduct of hearings.

(a) Decisions, findings and recommendations of the ~~board of zoning appeals~~ planning board shall be reached only after a public hearing and after notice has been given by mail to the applicant. The ~~board of zoning appeals~~ planning board shall fix a reasonable time and place for the hearing of appeals and shall hear and decide the appeal within a reasonable time. Public notice shall be given of the time and place of such public hearing. Such notice shall contain the address or location of the property concerned for which a hearing by the board is sought, as well as a brief description of the nature of the application.

(b) At the hearing, parties may appear in person or by agent or attorney. The ~~board of zoning appeals~~ planning board may, after such hearing, reverse or affirm, wholly or in part, or may modify the ruling, order, requirement, decision or determination appealed from, to conform with its conclusion as to the action which ought to be made in the premises, and to that end shall have all the powers of the officer from whom the appeal was taken; but shall not by such action vary from the scope, terms and intent of this chapter.

Sec. 94-70. - Appeal of decision by board.

Action taken by the ~~board of zoning appeals~~ planning board to approve or deny a variance shall be deemed final, unless a request is filed with the city clerk within 30 days from the date of such board decision, requesting the city commission to review such decision. Any person aggrieved by an action of the city commission affirming, modifying or reversing such board decision may seek recourse to the courts as provided by the laws of the state.

EXHIBIT A: MUNICIPAL CODE CHANGES

Sec. 94-71 - no changes.

Sec. 94-72. - Sign variance criteria.

The ~~board of zoning appeals~~ planning board shall utilize the following criteria in considering sign variance requests:

- (1) That sign size or height limitations cause an exceptional and unique hardship.
- (2) That the unique hardship is not due solely to the owner's actions.
- (3) That the variance authorized will be compatible with the physical characteristics of the neighborhood.

ARTICLE III. - DISTRICTS

DIVISION 1. - GENERALLY

Sec. 94-111. - no changes.

Sec. 94-112. - Rules for interpretation of district boundaries.

(a) through (b) - no changes.

(c) Cases not specifically covered. In cases not covered in this section, the zoning administrator shall interpret the official zoning map in accord with the intent and purpose of this chapter. Appeal from the interpretation of the zoning administrator shall be only to the ~~board of zoning appeals~~ planning board in conformity with section 94-65.

(d) - no change.

Sec. 94-114. - Nonconforming lots, structures and uses.

(a) - through (d) - no changes.

(e) Nonconforming uses of structures. If a lawful use of a structure, or of a structure and premises in combination, exists at the effective date of adoption or amendment of the ordinance codified in this chapter that would not be allowed in the district under the terms of this chapter, the lawful use may be continued so long as it remains otherwise lawful, subject to the following provisions:

(1) No existing structure devoted to a use not permitted by this chapter in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.

(2) If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use, provided the ~~board of zoning appeals~~ planning board may require appropriate conditions and safeguards in accord with the provisions of section 94-64.

(3) through (5) - no changes.

(f) through (i) - no changes.

(j) Limited nonconforming structure enlargement or alteration. The ~~zoning board of appeals~~ planning board is authorized to permit the enlargement or alteration of a nonconforming structure, except any sign, as a variance upon application, notice by posting property, and public hearing, upon finding and determining the following:

(1) The granting of the variance will not adversely affect the public interests;

(2) Such enlargement or alteration is in harmony with the purpose and intent of this chapter and all amendments thereof;

EXHIBIT A: MUNICIPAL CODE CHANGES

- (3) The enlargement or alteration, if allowed, will not violate any height, yard, setback, area or density limitations imposed by the zoning district in which the property is located, or if the enlargement or alteration would increase such violation, such enlargement or alteration would not adversely affect traffic flow, safety and control, pedestrian safety and convenience or visibility at any street intersections, drives, rights-of-way, curbcuts or crosswalks;
- (4) Such enlargements or alteration shall be compatible with adjacent properties and other properties within that zoning district;
- (5) If in a commercial, business or industrial zone, that adequate buffers are provided between such structures and adjacent residential areas;
- (6) That adequate off-street parking shall be provided for any multifamily, commercial, industrial or business use upon the property; and
- (7) The enlargement or alteration will not increase gross floor area of the principal structure by more than 50 percent.

Sec. 94-199. - Communication antennas and communication towers.

(a) through (q) - no changes.

(r) Standards for variances from minimum distance requirements. Notwithstanding any other variance criteria in this chapter, with respect to actions upon applications for zoning variances from the minimum distance required pursuant to subsection (e) of this section, the ~~board of zoning appeals~~ planning board shall grant a variance only if it finds from a preponderance of the evidence that the variance meets the following standards and criteria:

- (1) Certification is provided by a Florida licensed engineer that the proposed communication tower is reasonably necessary to serve adjacent or nearby residential areas.
- (2) The variance sought is the minimum necessary to address the need for the variance, subsequent to exploring all reasonable siting alternatives.
- (3) The location of the proposed communication tower in relation to the existing structures, trees and other visual buffers shall minimize, to the greatest extent reasonably practicable under the circumstances, any impact on affected residentially zoned property.
- (4) The location of the communication tower will not have a significant detrimental impact on adjacent property values.

(s) through (v) - no changes.

ARTICLE VI. - LANDSCAPING AND TREE PROTECTION

Sec. 291 through Sec. 293: no changes.

Sec. 94-294. - Tree protection.

(a) through (d) - no changes.

(e) Correction of violations; appeals; permit fee.

(1) - no changes.

(2) Appeals. A person aggrieved by an administrative order, determination or decision of the building department may appeal the order, determination or decision to the ~~board of zoning appeals~~ planning board for a variance from the requirements of this subsection.

(3) - no changes.

EXHIBIT A: MUNICIPAL CODE CHANGES

Sec. 94-296. - Specific landscape requirements.

(a) - through (f) - no changes.

(g) Appeals. A person aggrieved by an administrative order, determination or decision of the building department may appeal the order, determination or decision to the ~~board of zoning appeals~~ planning board for a variance from the strict requirements of this section.

ARTICLE VII. - BUFFERING AND SCREENING REQUIREMENTS

Sec. 94-300 through Sec. 302 - no changes.

Sec. 94-303. - Buffer determination.

To determine the type of buffer required between two adjacent parcels, refer to the table of buffer requirements and cross-reference the zoning of the parcel proposed for development, redevelopment, or expansion with the zoning district of the adjacent parcel, regardless of whether it is developed or vacant, except as provided in section 94-302(f). The standards provided are minimum requirements and may be exceeded if so desired, except for fence heights, which shall require approval of the ~~board of zoning appeals~~ planning board to be exceeded.

Table 94-303. TABLE OF BUFFER REQUIREMENTS

Zoning/use of adjacent parcel	Zoning of parcel proposed for development/redevelopment/expansion								
	CON	ROS, OR	R-1AA, R-1A, R-1, R-2	R-3, R-4	C-1A, C-1	DB, DR	PBG-1, AP-1	C-2	M-1, PBG-2, AP-2
CON	-	-	A	B	C	-	D	D	D
ROS, OR	-	A	A	B	C	-	C	C	D
R-1AA, R-1A, R-1, R-2	A	A	-	C	C	-	C	D	D
R-3, R-4	A	A	A	B	C	-	C	C	D
C-1A, C-1	A	A	B	C	-	-	B	B	D
DB, DR	A	A	B	C	C	-	B	B	D
PBG-1, AP-1	A	A	C	C	C	-	B	B	C
C-2	A	A	C	D	A	-	A	A	C
M-1, PBG-2, AP-2	A	A	D	D	C	-	A	A	B

Note: Areas zoned DB and DR are exempt from installing a buffer because of the CBD exemption.

- = Buffer not required

Sec. 94-312. - Variances.

The ~~board of zoning appeals~~ planning board may hear requests for variances from provisions of this article in accordance with the procedures set forth in division 2 of article II of chapter 94.

Sec. 94-313. - Administration and enforcement.

(a)- no changes.

EXHIBIT A: MUNICIPAL CODE CHANGES

- | (b) Appeals. The ~~board of zoning appeals~~ planning board may hear requests for appeals in accordance with the procedures set forth in section 94-65 of this chapter.
- (c) - no changes.

- Interface with state and regional tourism agencies to develop and promote a clearer identity for the City.
- Continue Tree City strategies and utilize tree mitigation funds to implement public tree planting program
- Train staff in sustainable urban canopy management
- Market industrial park.
- Assist in preparing and marketing shovel-ready sites.
- Implement Airport Master Plan including marketing and grants.
- Improve airport appearance through strategic landscaping.
- Consider alternative management and financing options for golf course as regional recreational amenity.
- Implement golf course master plan including improving playability and appearance.
- Seek funding for replacement of City's aging water and sewer lines.
- Consider establishing a regional stormwater facility, coordinated with park system, to bank stormwater credits for urban core.
- Work with SJRSC/FLOARTS to establish downtown presence and specific projects such as art galleries and business incubator.
- Coordinate with public, quasi-public, and non-profit groups on economic development, including UNF Small Business Development Center.
- Work with regional commuter rail systems to "sync" operations with Amtrak.
- Work to convert train station to manned status.
- Support water taxis for eco-tourism and transit.
- Support and promote fishing tournaments.
- Recommend to state parks to prohibit automobiles during times of peak pedestrian/bicycle activities.
- Consider City economic development staffer.
- Institute brownfields or enterprise zone tax exemptions for property improvements.

Mr. Crowe said he would be happy to meet with each Board member and welcomed their suggestions of how to improve Palatka.

Case 15-34 Administrative request to amend Planning Code Article II and Zoning Code Article II, Division 2; transferring Zoning Board of Appeals duties to the Planning Board.

Mr. Crowe said that this change would sunset the Zoning Board of Appeals (ZBA). The ZBA is infrequently utilized as an appeals body for variances to the Floods Code, Sign Code, and Zoning Code. Variances allow alternative approaches to the literal interpretation of code standards such as building setbacks, sign size and location, cell tower height, and flood control standards, for example, as long as criteria are met that prevent the granting of special privilege and approving of self-created hardships. As the Local Planning Agency for the City, the Planning Board is the official "keeper" of the Zoning Code, which typically is the source of variance requests. The practice of one board setting rules and another board considering variances from those rules lends itself to inconsistent application and practice. The ZBA rarely meets (nine times in the last five years) and achieving quorum has historically been difficult, probably because of the infrequency of meetings and lack of habit. The Planning Board meets almost every month of the year and as a result gains experience from a wide array of code requests, experience which can be applied to the occasional variance request. He concluded that a smaller City like Palatka does not need more than one land use citizen board.

Chairman Sheffield said that the variance process sounds a lot like the conditional use process. Mr. Crowe agreed, noting that both processes allow for a level of departure from code standards. Chairman Sheffield said that the Board was then already considering variances in this manner.

Vice-Chairman Pickens said that variance requests were much less complicated than conditional uses, usually dealing with reduced building setbacks.

Allegra Kitchens, 1027 S. 12th St., spoke in opposition of the request stating that she does not believe that it would be good for the citizens. She said both boards are needed and that all the power should not be held by one body and that as a citizen she wants that extra board to go to. She said the Planning Board has a lot on their plate and should not be burdened further.

Mr. Petrucci asked about the ZBA's current composition. Mr. Crowe responded that there are now just four of seven members left – one died, a second resigned, and a third was elected to the City Commission. Mr. Petrucci asked if the ZBA members were informed of this pending action, and Mr. Crowe responded that yes, they had been notified through correspondence. Chairman Sheffield said that the ZBA members had the opportunity to participate in the process.

Vice-Chairman Pickens said his opinion was that more government was not better government, and that it was hard to get lay people to make difficult and complicated decisions, particularly when their board meets infrequently. He added that it is good for the left hand to know what the right hand is doing, and one board can have more of a consistent approach.

Motion made by Vice-Chairman Pickens and seconded by Mr. DeLoach to eliminate the Zoning Board of Appeals and transfer responsibilities to absorb the responsibilities of the Zoning Board of Appeals.

Mr. Harwell asked if the ZBA was needed in the future, how would they be reconstituted. Mr. Crowe answered that the code would have to be changed again.

Mr. Wallace said he believed that this would make for better efficiency in government.

Chairman Sheffield called for the vote: all present voted affirmative, and the motion carried.

At the Chairman's request, Mr. Holmes described a proposed notice procedures policy which was designed to eliminate any confusion about advertising and notice requirements. This stemmed from a conditional use case (alcohol sales associated with proposed riverfront restaurant) from last February's meeting where the case numbers were not differentiated. At the meeting time Mr. Holmes determined this was a scrivener's error, but later re-evaluated this opinion after determining that the actual application was submitted later. Mr. Holmes said he was not assessing blame on anyone, but trying to ensure that proper notice was provided and that all the information in the form of a complete application was available in the file for the public to review. He was asking the Board for a recommendation to the City Commission.

Allegra Kitchens, 1027 S. 12th St., said that she had sued the Planning Board over this notice issue, but had not had the time to review the policy, nor had her attorney. She asked that the Board not take any action on it at this time until she and her attorney could review the policy.

STAFF REPORT

DATE: August 21, 2015

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to transfer the duties of the Board of Zoning Appeals (BZA) to the Planning Board. Public notice was provided through newspaper advertisement.

APPLICATION BACKGROUND

The BZA is utilized as an appeals body for the Floods Code (Chapter 38) and the Zoning Code (Chapter 94), both sections of the Municipal Code. Chapter 38 variances provide relief from a burdensome literal interpretation of flood control construction standards. While Chapter 94 is the purview of the Planning Board, appeals of the Zoning Administrator and of zoning standards are heard by the BZA. Chapter 94 standards eligible for variance review include zoning district dimensional standards, cell tower height, and landscape buffer requirements.

PROJECT ANALYSIS

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

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: there is a disconnect in that the keeper of the Zoning Code, the Planning Board, does not interpret this Code in appeals cases. The BZA rarely meets and as a result quorums are difficult to achieve, plus board members get little experience in zoning and land use matters on an on-going basis, which makes their duties more difficult. Staff believes that a smaller town like Palatka does not need multiple boards, and the Planning Board has typically not been overwhelmed by cases to where it could not take on a handful of variance requests over the period of several years. This would be to promote more efficient use of one of the City's two experienced advisory boards (the other being the Code Enforcement Board).

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

Staff comments: This action is not in conflict with the goals, objectives, and policies of the Comprehensive Plan or other city ordinances. Section 54-35, the City's Planning Code, sets forth the four duties of the Board:

to grant utility franchises, consider zoning and future land use map changes, consider zoning and Comprehensive Plan changes, and review proposed annexations. The three duties of the ZBA – to consider variances to dimensional standards of the Zoning Code, variances from the construction standards of the Floods Code, and appeals of Staff decisions – would be transferred to the Planning Board’s duties.

STAFF RECOMMENDATION

Staff recommends approval of Case 15-34 revising Floods Code Sections 38-118, 119, 120, 124, and 125 to replace the term “Zoning Board of Appeals” with the term “Planning Board”; and revising Zoning Code Sections 94-38, 61, 62, 63, 64, 65, 66, 67, 69, 70, 72, 112, 114, 199, 294, 296, 303, 312, 313 to replace the term “Zoning Board of Appeals” with the term “Planning Board.”



CITY COMMISSION AGENDA ITEM

SUBJECT:

DISCUSSION regarding the purchase and sale agreements on three (3) residential properties

SUMMARY:

On September 9, 2014 a Request for Development Proposals was advertised for three (3) properties identified as;

- 215 Dodge Street, Parcel ID # 42-10-27-6850-0430-0010;
- 300 South 9th Street, Parcel ID # 42-10-27-6850-1560-0160; and
- 2022 Eagle Street, Parcel ID # 37-10-26-6850-3650-0100.

On December 3, 2014 the Evaluation Committee met and ranked the proposals finding the following to be the top ranked proposals for each property:

- Anthony Harwell - 215 Dodge Street, Parcel ID # 42-10-27-6850-0430-0010;
- Eco Covering Group - 300 South 9th Street, Parcel ID # 42-10-27-6850-1560-0160; and
- Eco Covering Group - 2022 Eagle Street, Parcel ID # 37-10-26-6850-3650-0100.

In January of 2014 City Commission accepted the rankings and authorized the development of three development / purchase and sale agreements. It must be noted that the City desired at the beginning of this process to address concerns related to the timely rehabilitation or redevelopment of the properties and property ownership if the developer(s) fail to develop the property within the agreed upon time frame and/or they fail to meet other expectations memorialized in the agreement.

Staff has attempted to develop agreements that mitigate these concerns. However, negotiations have reached a point where the Commission needs to weigh in on the level of risk they are willing to assume. The following is a brief overview of each property.

- 215 Dodge Street - Mr. Harwell has proposed security options (attached).
- 300 South 9th St. - Eco Covering Group has agreed to the terms outlined in the draft agreement
- 2022 Eagle Street - Eco Covering Group has agree to the terms outlined in the draft agreement

As you can see, there are varying degrees of security afforded to the City in each draft agreement. Staff is seeking direction from the commission on the attached contracts, level

of security desired and/or disposition of the property.

RECOMMENDED ACTION:

Discussion and direction to Staff regarding acceptance of purchase and sale agreements.

ATTACHMENTS:

Description	Type
▫ Ranking Resolution	Resolution
▫ 215 Dodge Security Options	Backup Material
▫ 215 Dodge Draft Agreement	Backup Material
▫ 300 S 9th Street Draft Agreement	Backup Material
▫ 2022 Eagle Street Draft Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	1/4/2016 - 3:57 PM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 11:00 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:54 PM

RESOLUTION No. 2014 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
ACCEPTING THE RANKING OF DEVELOPMENT PROPOSALS
FOR THREE RESIDENTIAL PROPERTIES IN RESPONSE TO
RFP 2014-15**

WHEREAS, On September 9, 2014 a Request for Development Proposals was advertised for three (3) properties identified as; 215 Dodge Street, Parcel ID # 42-10-27-6850-0430-0010; 300 South 9th Street, Parcel ID # 42-10-27-6850-1560-0160; and 2022 Eagle Street, Parcel ID # 37-10-26-6850-3650-0100.

WHEREAS, on December 3, 2014 the Evaluation Committee met to rank the proposals;
and

WHEREAS, for 215 Dodge Street the Committee ranked the proposals in the following order:

1. Anthony Harwell
2. Eco Covering Group
3. Vito Russo

WHEREAS, for 300 South 9th Street the Committee ranked the proposals in the following order:

1. Eco Covering Group
2. Vito Russo

WHEREAS, for 2022 Eagle Street Eco Covering Group was the sole respondent.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida accepts the ranking of development proposals for the three residential properties and authorizes the City Manager to negotiate development / purchase and sale agreements for each.

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

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

Options for security collateral

10-26-2015

RE: City commission approval of contract for (RFP-2014-15)
215 Dodge Street, Parcel ID # 42-10-27-6850-0430-0010

Terry Suggs
Jonathan Griffith
City of Palatka, FL

Options for providing city required security in order of most preferred:

1. Move forward with contract using contract attached.
2. City of Palatka will hold mortgage note until agreement has been fulfilled. Being the first/primary lien holder on the property no liens will be attached to the property in the event the City of Palatka needs to foreclose. Mortgage value to be determined but suggest it be taken as an average of the project budget high and low, (\$25,900.00).
3. Move forward with contract using contract attached. In addition, Owner will provide monthly clear title reports until agreement has been fulfilled.
4. Phased security: Owner shall provide 1/3 of project budget cash security to the City of Palatka for securing each phase of project. Project will consist of three phases in which the cash security will be transferred to the next phase after the previous phase is satisfied. Security amount will be from dividing the estimated project budget by the number of phase's. Project budget varies so it should be taken as an average of the project budget high and low, (\$25,900). Cash security to be returned to owner at completion.

Please call at any time if you have any questions.
Sincerely Yours,

Anthony Harwell
322 Madison Street
Palatka, Florida 32177
P: 386-530-1226
arharwell@gmail.com

CONTRACT FOR SALE AND PURCHASE

CITY OF PALATKA , hereinafter referred to as "Seller", whose address is 201 North Second Street, Palatka, Fl., 32177, and , ANTHONY HARWELL, hereinafter referred to as "Buyer", whose address is 322 Madison St. Palatka, FL 32177, hereby, this ___ day of _____, 2015, agree that the Seller shall sell and Buyer shall buy the following real property, hereinafter referred to as "Real Property", and personal property, hereinafter referred to as "Personally", and collectively known as "Property", upon the following terms and conditions, to-wit:

1. **Description:** a. Legal Description of Real Property located in Putnam County, Florida, to-wit:

See Attached Exhibit A, which is hereby incorporated by reference.

b. Street address, city, zip, of the Property is: 215 Dodge Street , Palatka, Fl., 32177

c. Putnam County Tax Id. – 42-10-27-6850-0430-0010

c. Personal Property being described as: None
2. **Purchase Price:** The total purchase price shall be One dollar (\$ 1.00)payable as follows, to-wit:

a. Deposit to be held in escrow by N/A in the amount of none..

b. Balance to close, which shall be payable at closing, in the amount of: one dollar (\$1.00)
3. **Time for Acceptance; Effective Date:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before _____, the offer of Purchase shall be deemed to have been withdrawn. The date of this Contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.
4. **Title Evidence:** Buyer may, at Buyer's expense, at least ten (10) days prior to closing, cause whatever title search or investigation Buyer desires, to be performed. In the event Buyer is not satisfied, in Buyer's sole and absolute discretion, with the results of any title investigation performed by Buyer, then Buyer may, at least three (3) days prior to closing, cancel this contract by delivering written notice to Seller. Upon delivery of Buyer's notice of intent to cancel this contract, both parties shall be relieved of any further obligation hereunder.
5. **Conveyance of Title:** At Closing, Seller shall deliver a Quit-Claim Deed to Buyer. Seller does not warrant the marketability of title, and will not defend Buyer or Buyer's successors or assigns, against competing claims of title, or claims of interest in the property.
6. **Closing Date:** This transaction shall be closed and the deed and other closing documents delivered on or before

_____, unless extended by other provisions of Contract.

7. **Restrictions; Easements; Limitations:** Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; and public utility easements of record .
8. **Survey:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida Surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, Buyer may elect to cancel this contract and shall within 3 days of receipt of said survey provide Seller notice of same.. If Buyer elects to cancel this contract, each party shall be relieved of any further obligation otherwise imposed by this contract. Neither party shall then be liable to the other party for any expenses incurred by said party as a result of this contract prior to the date of cancellation .
9. **Ingress and Egress:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described herein.
10. **Occupancy; Leases:** Seller warrants that there are no parties in occupancy other than Seller.
11. **Liens:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanic's liens executed by all general contractors, subcontractors, suppliers, and material men in addition to Seller' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men and further affirming that all changes for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.
12. **Documents for Closing:** Seller shall furnish those documents necessary for Closing.
13. **Closing Expenses:** The cost of Documentary stamps on the deed shall be paid by Seller. The cost of recording the deed of conveyance shall be paid by Buyer. Each party shall pay their own respective attorney's fees, if any.
14. **Prorations; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum

allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. Any tax proration based on an estimate may, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

15. **PROPERTY SOLD AS IS:** Buyer and Seller agree and acknowledge that the property is being sold "AS IS" and that Seller makes no warranties concerning or regarding the condition of the property or its fitness for the use which the Buyer intends. Buyer may, at Buyer's expense, on or before ten (10) days before closing have those inspections conducted at the property which Buyer desires. In the event Buyer finds the property to be unacceptable for any reason, in Buyer's sole and absolute discretion, then Buyer may cancel this contract and each party shall be relieved of any further obligation imposed by this contract. In the event Buyer cancels this contract, Buyer shall provide Seller notice at least three (3) days before closing. Neither party shall then be liable for any costs or expenses incurred by said party as a result of this contract prior to the date of cancellation. In the event Buyer elects to proceed to close after performing those inspections of the property which Buyer desires, then Buyer and Seller agree that Buyer's decision to close was not based upon any representation, statement, or inducement made by Seller but was instead based upon Buyer's independent assessment of the property.
16. **Risk of Loss:** If the Property is damaged by fire or other casualty before closing, either party may elect to cancel this contract by giving the other party notice within three (3) days after learning of the damage at issue. Neither party shall then be liable to the other for any costs or expenses incurred by said party prior to the date of cancellation as a result of this contract.
17. **Attorney's Fees; Costs:** In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the losing party.
18. **Failure of Performance:** If Buyer fails to perform this Contract within the time specified, Seller shall be relieved of all obligations under Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller fails, neglects or refuses to perform this Contract, the Buyer may be relieved of all obligations under this Contract, or, Buyer may proceed in equity to enforce Buyer's rights under this Contract
19. **Warranties:** Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.
20. **Special Conditions:**

- a. There is located upon the Real Property, as of the signing of this contract, a structure (“the structure”) which is in a state of disrepair. As a condition of Seller’s agreement to sell the property to Buyer upon the terms and conditions contained herein, Buyer has agreed, at Buyer’s expense, to repair and renovate the structure and restore it to a condition which complies with all applicable codes and regulations of the City, State, or County in which it is located. In the event Buyer does not fulfill the condition stated within this sub-paragraph, as evidenced by the issuance of a Certificate of Occupancy, on or before the passage of fifteen (15) months from the date of “Closing”, title to the real property, together with all improvements located thereon, shall revert back to Seller and Seller shall not be obligated to compensate or pay Buyer any amount as consideration for the reversion of title. Reasonable extensions may be granted by Seller to Buyer for good cause.
- b. In satisfying the condition set forth in paragraph 20. a. above, Buyer shall secure all permits required by applicable codes of the City, County, or State in which the real property is located.
- c. Until a Certificate of Occupancy has been issued applicable to the real property, Buyer shall not allow any lien, judgment, or other encumbrance to attach to the real property.
- d. Buyer shall not, prior to the issuance of a Certificate of Occupancy, be permitted to sell or transfer any interest in the real property.
- e. For the period of thirty-six months from the date of Closing, the real property shall be occupied, if at all, only by a record title owner. During said thirty-six (36) month term, possession or use of the property shall not be rented, leased, or assigned to any person or entity except by transfer of record title/ownership.
- f. All of the terms set forth above in paragraphs 20 a. through 20 f. shall survive Closing and shall remain in full force and effect until the occurrence of the event which is established within each term and designated as the event which “triggers” the lapse/termination of the term, i.e. lapse of thirty-six (36) months is designated as the event which “triggers” the lapse of the “owner occupied” restriction. In order to place the public on notice of the restrictions contained herein, this contract may be recorded within the public records of Putnam County, FL, and/or the restrictions/conditions set forth in paragraphs 20 a. through 20 f. may be included within the deed of conveyance as “deed restrictions”. It is specifically agreed by the parties that Buyer’s breach of any of the terms set forth in paragraphs 20 a. through e. above shall result in damages to the Seller which are real but which may not be easily “valued” or quantified in monetary terms. As a result, the parties agree that Seller shall be entitled to seek injunctive relief in response to an alleged breach of the terms set forth in paragraphs 20 a. through 20 e. above, in addition to any other relief available at law. For purposes of this term, the parties agree that Buyer’s breach of any of the terms referenced in the preceding sentence would occasion irreparable harm to Seller for which there would be no adequate remedy at law, thereby justifying the award of injunctive relief.

SELLER(S):

Date: _____

"Seller Signature"

BUYER(S):

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

CONTRACT FOR SALE AND PURCHASE

CITY OF PALATKA , hereinafter referred to as "Seller", whose address is 201 North Second Street, Palatka, Fl., 32177, and , ANTHONY HARWELL, hereinafter referred to as "Buyer", whose address is [REDACTED], hereby, this ___ day of _____, 2015, agree that the Seller shall sell and Buyer shall buy the following real property, hereinafter referred to as "Real Property", and personal property, hereinafter referred to as "Personalty", and collectively known as "Property", upon the following terms and conditions, to-wit:

1. **Description:** a. Legal Description of Real Property located in Putnam County, Florida, to-wit:

See Attached Exhibit A, which is hereby incorporated by reference.

b. Street address, city, zip, of the Property is: 215 Dodge Street , Palatka, FL., 32177

c. Putnam County Tax Id. – 42-10-27-6850-0430-0010

c. Personal Property being described as: None
2. **Purchase Price:** The total purchase price shall be One dollar (\$ 1.00)payable as follows, to-wit:

a. Deposit to be held in escrow by N/A in the amount of none..

b. Balance to close, which shall be payable at closing, in the amount of: one dollar (\$1.00)
3. **Time for Acceptance; Effective Date:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before _____, the offer of Purchase shall be deemed to have been withdrawn. The date of this Contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.
4. **Title Evidence:** Buyer may, at Buyer's expense, at least ten (10) days prior to closing, cause whatever title search or investigation Buyer desires, to be performed. In the event Buyer is not satisfied, in Buyer's sole and absolute discretion, with the results of any title investigation performed by Buyer, then Buyer may, at least three (3) days prior to closing, cancel this contract by delivering written notice to Seller. Upon delivery of Buyer's notice of intent to cancel this contract, both parties shall be relieved of any further obligation hereunder.
5. **Conveyance of Title:** At Closing, Seller shall deliver a Quit-Claim Deed to Buyer. Seller does not warrant the marketability of title, and will not defend Buyer or Buyer's successors or assigns, against competing claims of title, or claims of interest in the property.

6. **Closing Date:** This transaction shall be closed and the deed and other closing documents delivered on or before _____, unless extended by other provisions of Contract.

7. **Restrictions; Easements; Limitations:** Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; and public utility easements of record .

8. **Survey:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida Surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, Buyer may elect to cancel this contract and shall within 3 days of receipt of said survey provide Seller notice of same.. If Buyer elects to cancel this contract, each party shall be relieved of any further obligation otherwise imposed by this contract. Neither party shall then be liable to the other party for any expenses incurred by said party as a result of this contract prior to the date of cancellation .

9. **Ingress and Egress:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described herein.

10. **Occupancy; Leases:** Seller warrants that there are no parties in occupancy other than Seller.

11. **Liens:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanic's liens executed by all general contractors, subcontractors, suppliers, and material men in addition to Seller' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men and further affirming that all changes for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

12. **Documents for Closing:** Seller shall furnish those documents necessary for Closing.

13. **Closing Expenses:** The cost of Documentary stamps on the deed shall be paid by Seller. The cost of recording the deed of conveyance shall be paid by Buyer. Each party shall pay their own respective attorney's fees, if any.

14. **Prorations; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required

by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. Any tax proration based on an estimate may, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

15. **PROPERTY SOLD AS IS:** Buyer and Seller agree and acknowledge that the property is being sold "AS IS" and that Seller makes no warranties concerning or regarding the condition of the property or its fitness for the use which the Buyer intends. Buyer may, at Buyer's expense, on or before ten (10) days before closing have those inspections conducted at the property which Buyer desires. In the event Buyer finds the property to be unacceptable for any reason, in Buyer's sole and absolute discretion, then Buyer may cancel this contract and each party shall be relieved of any further obligation imposed by this contract. In the event Buyer cancels this contract, Buyer shall provide Seller notice at least three (3) days before closing. Neither party shall then be liable for any costs or expenses incurred by said party as a result of this contract prior to the date of cancellation. In the event Buyer elects to proceed to close after performing those inspections of the property which Buyer desires, then Buyer and Seller agree that Buyer's decision to close was not based upon any representation, statement, or inducement made by Seller but was instead based upon Buyer's independent assessment of the property.
16. **Risk of Loss:** If the Property is damaged by fire or other casualty before closing, either party may elect to cancel this contract by giving the other party notice within three (3) days after learning of the damage at issue. Neither party shall then be liable to the other for any costs or expenses incurred by said party prior to the date of cancellation as a result of this contract.
17. **Attorney's Fees; Costs:** In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the losing party.
18. **Failure of Performance:** If Buyer fails to perform this Contract within the time specified, Seller shall be relieved of all obligations under Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller fails, neglects or refuses to perform this Contract, the Buyer may be relieved of all obligations under this Contract, or, Buyer may proceed in equity to enforce Buyer's rights under this Contract.
19. **Warranties:** Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.
20. **Special Conditions:**

a. There is located upon the Real Property, as of the signing of this contract, a structure (“the structure”) which is in a state of disrepair. As a condition of Seller’s agreement to sell the property to Buyer upon the terms and conditions contained herein, Buyer has agreed, at Buyer’s expense, to repair and renovate the structure and restore it to a condition which complies with all applicable codes and regulations of the City, State, or County in which it is located. In the event Buyer does not fulfill the condition stated within this sub-paragraph, as evidenced by the issuance of a Certificate of Occupancy, on or before the passage of fifteen (15) months from the date of “Closing”, title to the real property, together with all improvements located thereon, shall revert back to Seller and Seller shall not be obligated to compensate or pay Buyer any amount as consideration for the reversion of title.

b. In satisfying the condition set forth in paragraph 20. a. above, Buyer shall secure all permits required by applicable codes of the City, County, or State in which the real property is located.

c. Until a Certificate of Occupancy has been issued applicable to the real property, Buyer shall not allow any lien, judgment, or other encumbrance to attach to the real property.

d. Buyer shall not, prior to the issuance of a Certificate of Occupancy, be permitted to sell or transfer any interest in the real property.

e. For the period of thirty-six months from the date of Closing, the real property shall be occupied, if at all, only by a record title owner. During said thirty-six (36) month term, possession or use of the property shall not be rented, leased, or assigned to any person or entity except by transfer of record title/ownership.

f. All of the terms set forth above in paragraphs 20 a. through 20 f. shall survive Closing and shall remain in full force and effect until the occurrence of the event which is established within each term and designated as the event which “triggers” the lapse/termination of the term, i.e. lapse of thirty-six (36) months is designated as the event which “triggers” the lapse of the “owner occupied” restriction. In order to place the public on notice of the restrictions contained herein, this contract may be recorded within the public records of Putnam County, FL, and/or the restrictions/conditions set forth in paragraphs 20 a. through 20 f. may be included within the deed of conveyance as “deed restrictions”. It is specifically agreed by the parties that Buyer’s breach of any of the terms set forth in paragraphs 20 a. through e. above shall result in damages to the Seller which are real but which may not be easily “valued” or quantified in monetary terms. As a result, the parties agree that Seller shall be entitled to seek injunctive relief in response to an alleged breach of the terms set forth in paragraphs 20 a. through 20 e. above, in addition to any other relief available at law. For purposes of this term, the parties agree that Buyer’s breach of any of the terms referenced in the preceding sentence would occasion irreparable harm to Seller for which there would be no adequate remedy at law, thereby justifying the award of injunctive relief.

SELLER(S):

Date: _____

"Seller Signature"

BUYER(S):

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

CONTRACT FOR SALE AND PURCHASE

CITY OF PALATKA , hereinafter referred to as "Seller", whose address is 201 North Second Street, Palatka, Fl., 32177, and , ECO COVERING CORP, hereinafter referred to as "Buyer", whose address is 8570 Old Towne Way, Boca Raton, Fl., 33433, hereby, this ___ day of _____, 2015, agree that the Seller shall sell and Buyer shall buy the following real property, hereinafter referred to as "Real Property", and personal property, hereinafter referred to as "Personalty", and collectively known as "Property", upon the following terms and conditions, to-wit:

1. **Description:** a. Legal Description of Real Property located in Putnam County, Florida, to-wit:

See Attached Exhibit A, which is hereby incorporated by reference.

b. Street address, city, zip, of the Property is: 300 South 9th Street , Palatka, Fl., 32177

c. Putnam County Tax Id. – 42-10-27-6850-1560-0160

c. Personal Property being described as: None
2. **Purchase Price:** The total purchase price shall be One dollar (\$ 1.00)payable as follows, to-wit:

a. Deposit to be held in escrow by N/A in the amount of none..

b. Balance to close, which shall be payable at closing, in the amount of: one dollar (\$1.00)
3. **Time for Acceptance; Effective Date:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before _____, the offer of Purchase shall be deemed to have been withdrawn. The date of this Contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.
4. **Title Evidence:** Buyer may, at Buyer's expense, at least ten (10) days prior to closing, cause whatever title search or investigation Buyer desires, to be performed. In the event Buyer is not satisfied, in Buyer's sole and absolute discretion, with the results of any title investigation performed by Buyer, then Buyer may, at least three (3) days prior to closing, cancel this contract by delivering written notice to Seller. Upon delivery of Buyer's notice of intent to cancel this contract, both parties shall be relieved of any further obligation hereunder.
5. **Conveyance of Title:** At Closing, Seller shall deliver a Quit-Claim Deed to Buyer. Seller does not warrant the marketability of title, and will not defend Buyer or Buyer's successors or assigns, against competing claims of title, or claims of interest in the property.
6. **Closing Date:** This transaction shall be closed and the deed and other closing documents delivered on or before

_____, unless extended by other provisions of Contract.

7. **Restrictions; Easements; Limitations:** Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; and public utility easements of record .
8. **Survey:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida Surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, Buyer may elect to cancel this contract and shall within 3 days of receipt of said survey provide Seller notice of same.. If Buyer elects to cancel this contract, each party shall be relieved of any further obligation otherwise imposed by this contract. Neither party shall then be liable to the other party for any expenses incurred by said party as a result of this contract prior to the date of cancellation .
9. **Ingress and Egress:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described herein.
10. **Occupancy; Leases:** Seller warrants that there are no parties in occupancy other than Seller.
11. **Liens:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanic's liens executed by all general contractors, subcontractors, suppliers, and material men in addition to Seller' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men and further affirming that all changes for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.
12. **Documents for Closing:** Seller shall furnish those documents necessary for Closing.
13. **Closing Expenses:** The cost of Documentary stamps on the deed shall be paid by Seller. The cost of recording the deed of conveyance shall be paid by Buyer. Each party shall pay their own respective attorney's fees, if any.
14. **Prorations; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum

allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. Any tax proration based on an estimate may, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

15. **PROPERTY SOLD AS IS:** Buyer and Seller agree and acknowledge that the property is being sold "AS IS" and that Seller makes no warranties concerning or regarding the condition of the property or its fitness for the use which the Buyer intends. Buyer may, at Buyer's expense, on or before ten (10) days before closing have those inspections conducted at the property which Buyer desires. In the event Buyer finds the property to be unacceptable for any reason, in Buyer's sole and absolute discretion, then Buyer may cancel this contract and each party shall be relieved of any further obligation imposed by this contract. In the event Buyer cancels this contract, Buyer shall provide Seller notice at least three (3) days before closing. Neither party shall then be liable for any costs or expenses incurred by said party as a result of this contract prior to the date of cancellation. In the event Buyer elects to proceed to close after performing those inspections of the property which Buyer desires, then Buyer and Seller agree that Buyer's decision to close was not based upon any representation, statement, or inducement made by Seller but was instead based upon Buyer's independent assessment of the property.
16. **Risk of Loss:** If the Property is damaged by fire or other casualty before closing, either party may elect to cancel this contract by giving the other party notice within three (3) days after learning of the damage at issue. Neither party shall then be liable to the other for any costs or expenses incurred by said party prior to the date of cancellation as a result of this contract.
17. **Attorney's Fees; Costs:** In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the losing party.
18. **Failure of Performance:** If Buyer fails to perform this Contract within the time specified, Seller shall be relieved of all obligations under Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller fails, neglects or refuses to perform this Contract, the Buyer may be relieved of all obligations under this Contract, or, Buyer may proceed in equity to enforce Buyer's rights under this Contract
19. **Warranties:** Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.
20. **Special Conditions:**

a. There is located upon the Real Property, as of the signing of this contract, a structure (“the structure”) which is in a state of disrepair. As a condition of Seller’s agreement to sell the property to Buyer upon the terms and conditions contained herein, Buyer has agreed, at Buyer’s expense, to repair and renovate the structure and restore it to a condition which complies with all applicable codes and regulations of the City, State, or County in which it is located. In the event Buyer does not fulfill the condition stated within this sub-paragraph, as evidenced by the issuance of a Certificate of Occupancy, on or before the passage of fifteen (15) months from the date of “Closing”, title to the real property, together with all improvements located thereon, shall revert back to Seller and Seller shall not be obligated to compensate or pay Buyer any amount as consideration for the reversion of title.

b. In satisfying the condition set forth in paragraph 20. a. above, Buyer shall secure all permits required by applicable codes of the City, County, or State in which the real property is located.

c. Until a Certificate of Occupancy has been issued applicable to the real property, Buyer shall not allow any lien, judgment, or other encumbrance to attach to the real property.

d. Buyer shall not, prior to the issuance of a Certificate of Occupancy, be permitted to sell or transfer any interest in the real property.

e. It is agreed that, after issuance of a Certificate of Occupancy, Buyer shall endeavor to re-sell the property to a Buyer **WHO WILL OCCUPY** the structure. In marketing the property for resale, and in re-selling the property, Buyer shall be limited to a sales price that does not exceed one hundred thirty per cent (130%) of the market value of the property as determined by the Office of the Putnam County Property Appraiser **AFTER** issuance of a Certificate of Occupancy and the completion of all renovations/improvements. In the event Buyer is unsuccessful in selling the property after a period of six months from the date diligent and good faith efforts to sell the property have been initiated, then Buyer may utilize the property for rental/lease purposes.

f. All of the terms set forth above in paragraphs 20 a. through 20 f. shall survive Closing and shall remain in full force and effect until the occurrence of the event which is established within each term and designated as the event which “triggers” the lapse/termination of the term, i.e. issuance of Certificate of Occupancy terminates clause providing for reversion of title unless Certificate of Occupancy issued within fifteen (15) months of date of Closing. In order to place the public on notice of the restrictions contained herein, this contract may be recorded within the public records of Putnam County, Fl., and/or the restrictions/conditions set forth in paragraphs 20 a. through 20 f. may be included within the deed of conveyance as “deed restrictions”. It is specifically agreed by the parties that Buyer’s breach of any of the terms set forth in paragraphs 20 a. through e. above shall result in damages to the Seller which are real but which may not be easily “valued” or quantified in monetary terms. As a result, the parties agree that Seller shall be entitled to seek injunctive relief in response to an alleged breach of the terms set forth in paragraphs 20 a. through 20 e. above, in addition to any other relief

available at law. For purposes of this term, the parties agree that Buyer's breach of any of the terms referenced in the preceding sentence would occasion irreparable harm to Seller for which there would be no adequate remedy at law, thereby justifying the award of injunctive relief.

SELLER(S):

Date: _____

"Seller Signature"

BUYER(S):

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

CONTRACT FOR SALE AND PURCHASE

CITY OF PALATKA , hereinafter referred to as "Seller", whose address is 201 North Second Street, Palatka, Fl., 32177, and , ECO COVERING CORP, hereinafter referred to as "Buyer", whose address is 8570 Old Towne Way, Boca Raton, Fl., 33433, hereby, this ___ day of _____, 2015, agree that the Seller shall sell and Buyer shall buy the following real property, hereinafter referred to as "Real Property", and personal property, hereinafter referred to as "Personalty", and collectively known as "Property", upon the following terms and conditions, to-wit:

1. **Description:** a. Legal Description of Real Property located in Putnam County, Florida, to-wit:

See Attached Exhibit A, which is hereby incorporated by reference.

b. Street address, city, zip, of the Property is: 2022 Eagle Street , Palatka, Fl., 32177

c. Putnam County Tax Id. – 37-10-26-6850-3650-0100

c. Personal Property being described as: None
2. **Purchase Price:** The total purchase price shall be One dollar (\$ 1.00)payable as follows, to-wit:

a. Deposit to be held in escrow by N/A in the amount of none..

b. Balance to close, which shall be payable at closing, in the amount of: one dollar (\$1.00)
3. **Time for Acceptance; Effective Date:** If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before _____, the offer of Purchase shall be deemed to have been withdrawn. The date of this Contract ("Effective Date") will be the date when the last one of the Buyer and the Seller has signed this offer.
4. **Title Evidence:** Buyer may, at Buyer's expense, at least ten (10) days prior to closing, cause whatever title search or investigation Buyer desires, to be performed. In the event Buyer is not satisfied, in Buyer's sole and absolute discretion, with the results of any title investigation performed by Buyer, then Buyer may, at least three (3) days prior to closing, cancel this contract by delivering written notice to Seller. Upon delivery of Buyer's notice of intent to cancel this contract, both parties shall be relieved of any further obligation hereunder.
5. **Conveyance of Title:** At Closing, Seller shall deliver a Quit-Claim Deed to Buyer. Seller does not warrant the marketability of title, and will not defend Buyer or Buyer's successors or assigns, against competing claims of title, or claims of interest in the property.
6. **Closing Date:** This transaction shall be closed and the deed and other closing documents delivered on or before

_____, unless extended by other provisions of Contract.

7. **Restrictions; Easements; Limitations:** Buyer shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; and public utility easements of record .
8. **Survey:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified by a registered Florida Surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, Contract covenants or applicable governmental regulation, Buyer may elect to cancel this contract and shall within 3 days of receipt of said survey provide Seller notice of same.. If Buyer elects to cancel this contract, each party shall be relieved of any further obligation otherwise imposed by this contract. Neither party shall then be liable to the other party for any expenses incurred by said party as a result of this contract prior to the date of cancellation .
9. **Ingress and Egress:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described herein.
10. **Occupancy; Leases:** Seller warrants that there are no parties in occupancy other than Seller.
11. **Liens:** Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to Property for ninety (90) days immediately preceding date of closing. If Property has been improved or repaired within that time, Seller shall deliver releases or waivers of mechanic's liens executed by all general contractors, subcontractors, suppliers, and material men in addition to Seller' lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men and further affirming that all changes for improvements or repairs which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.
12. **Documents for Closing:** Seller shall furnish those documents necessary for Closing.
13. **Closing Expenses:** The cost of Documentary stamps on the deed shall be paid by Seller. The cost of recording the deed of conveyance shall be paid by Buyer. Each party shall pay their own respective attorney's fees, if any.
14. **Prorations; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with due allowance made for maximum

allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. Any tax proration based on an estimate may, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

15. **PROPERTY SOLD AS IS:** Buyer and Seller agree and acknowledge that the property is being sold "AS IS" and that Seller makes no warranties concerning or regarding the condition of the property or its fitness for the use which the Buyer intends. Buyer may, at Buyer's expense, on or before ten (10) days before closing have those inspections conducted at the property which Buyer desires. In the event Buyer finds the property to be unacceptable for any reason, in Buyer's sole and absolute discretion, then Buyer may cancel this contract and each party shall be relieved of any further obligation imposed by this contract. In the event Buyer cancels this contract, Buyer shall provide Seller notice at least three (3) days before closing. Neither party shall then be liable for any costs or expenses incurred by said party as a result of this contract prior to the date of cancellation. In the event Buyer elects to proceed to close after performing those inspections of the property which Buyer desires, then Buyer and Seller agree that Buyer's decision to close was not based upon any representation, statement, or inducement made by Seller but was instead based upon Buyer's independent assessment of the property.
16. **Risk of Loss:** If the Property is damaged by fire or other casualty before closing, either party may elect to cancel this contract by giving the other party notice within three (3) days after learning of the damage at issue. Neither party shall then be liable to the other for any costs or expenses incurred by said party prior to the date of cancellation as a result of this contract.
17. **Attorney's Fees; Costs:** In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the losing party.
18. **Failure of Performance:** If Buyer fails to perform this Contract within the time specified, Seller shall be relieved of all obligations under Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller fails, neglects or refuses to perform this Contract, the Buyer may be relieved of all obligations under this Contract, or, Buyer may proceed in equity to enforce Buyer's rights under this Contract
19. **Warranties:** Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer.
20. **Special Conditions:**

a. There is located upon the Real Property, as of the signing of this contract, a structure (“the structure”) which is in a state of disrepair. As a condition of Seller’s agreement to sell the property to Buyer upon the terms and conditions contained herein, Buyer has agreed, at Buyer’s expense, to repair and renovate the structure and restore it to a condition which complies with all applicable codes and regulations of the City, State, or County in which it is located. In the event Buyer does not fulfill the condition stated within this sub-paragraph, as evidenced by the issuance of a Certificate of Occupancy, on or before the passage of six (6) months from the date of “Closing”, Seller shall institute action against Buyer designed to enforce all applicable building and maintenance codes, whether State, County, or Municipal.

b. In satisfying the condition set forth in paragraph 20. a. above, Buyer shall secure all permits required by applicable codes of the City, County, or State in which the real property is located.

c. Until a Certificate of Occupancy has been issued applicable to the real property, Buyer shall not allow any lien, judgment, or other encumbrance to attach to the real property.

d. Buyer shall not, prior to the issuance of a Certificate of Occupancy, be permitted to sell or transfer any interest in the real property.

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e. All of the terms set forth above in paragraphs 20 a. through 20 e. shall survive Closing and shall remain in full force and effect until the occurrence of the event which is established within each term and designated as the event which “triggers” the lapse/termination of the term, i.e. issuance of Certificate of Occupancy terminates clause prohibiting re-sale of property. . In order to place the public on notice of the restrictions contained herein, this contract may be recorded within the public records of Putnam County, FL., and/or the restrictions/conditions set forth in paragraphs 20 a. through 20 e. may be included within the deed of conveyance as “deed restrictions”. It is specifically agreed by the parties that Buyer’s breach of any of the terms set forth in paragraphs 20 a. through d. above shall result in damages to the Seller which are real but which may not be easily “valued” or quantified in monetary terms. As a result, the parties agree that Seller shall be entitled to seek injunctive relief in response to an alleged breach of the terms set forth in paragraphs 20 a. through 20 d. above, in addition to any other relief available at law. For purposes of this term, the parties agree that Buyer’s breach of any of the terms referenced in the preceding sentence would occasion irreparable harm to Seller for which there would be no adequate remedy at law, thereby justifying the award of injunctive relief.

SELLER(S):

Date: _____

"Seller Signature"

BUYER(S):

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____

Date: _____

"Buyer Signature"

Buyer's Social Security Number: _____



CITY COMMISSION AGENDA ITEM

SUBJECT:

DISCUSSION - Golf Course Management and Restaurateur RFP

SUMMARY:

USDA has requested an update on the status of soliciting a restaurateur. The City’s USDA grant requires the restaurant be operated by a new or existing small business that employs fewer than fifty (50) people and has less than \$1M annual gross revenue. Also, the current golf course management contract expires on September 30, 2016. Given the timing, the City has multiple options including but not limited to:

1. Advertise the Golf Course Restaurateur RFP immediately with commission directed modifications and follow with a Management RFP shortly thereafter; and
2. Advertise an RFP for the golf course and restaurant that allows for respondents to propose management, lease or purchase of the course and/or restaurant. The City can reserve the right to enter into purchase, lease and or management agreements with one or multiple respondents. A lease or management agreement to a respondent who does not meet the small business criteria or the sale of the course would result in the City having to pay back \$200,000 in USDA funds.

A copy of the most recent Restaurant RFP and Management RFP are attached. Does the commission desire to issue an RFP for the restaurant alone, wait to solicit proposals with the entire golf course asset or take some other course of action?

RECOMMENDED ACTION:

Discussion and direction to Staff

ATTACHMENTS:

Description	Type
▢ Restaurant RFP	Backup Material
▢ Golf Course Management RFP	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	1/5/2016 - 9:07 AM
City Clerk	Driggers, Betsy	Approved	1/5/2016 - 11:37 AM
City Manager	Suggs, Terry	Approved	1/5/2016 - 1:54 PM



Request for Proposals (RFP)

RFP NO. 2015-04

PALATKA GOLF CLUB RESTAURANT EXPANSION AND IMPROVEMENT

The City of Palatka hereby requests proposals from restaurateurs interested in providing services to expand and improve the food and beverage operation at Palatka Golf Club. The City reserves the right to waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this RFP.

Advertisement Date: July 28, 2015

Due Date: **August 28 @3:00 p.m.**

Pre-proposal Meeting: August 11, 2015 at 3:00 p.m.
Palatka Golf Club
1715 Moseley Avenue
Palatka, Florida
*This meeting is non-mandatory.

Contact: Jonathan Griffith, Project Manager/Grants Administrator
201 North Second Street
Palatka, FL 32177
jcgriffith@palatka-fl.gov
(386) 329-0103 ext. 325

Proposals will be reviewed by a committee selected by the City Manager. Respondents are required to submit one (1) original, five (5) copies and one (1) digital copy in a sealed envelope marked in red ink **"RESPONSE TO PALATKA GOLF CLUB RESTAURANT SPACE REQUEST FOR PROPOSALS 2015-04"**. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. Forms required by this RFP, Appendix documentation, sectional

dividers, and front and back covers will not be counted toward the total. At the discretion of the City, a short list of the most qualified respondents may be developed and respondents may be asked to give a short presentation or interview as part of the evaluation and selection process. The City of Palatka supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

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1. PROJECT SUMMARY

Palatka Golf Club is Putnam County's only golf course and an integral part of the area's history. This historic course is a 1925 design by Donald Ross. The facility is managed by Bobby Weed (BWGD) Management, who is working to revitalize this irreplaceable asset.

As part of that restorative effort, the food/beverage operation will expand to increase operational synergies and enhance overall revenue. The kitchen equipment was dated and utilizes a number of non-commercial components. The dining area is underutilized for its size.

To provide the funding to remedy these constraints, the City applied for and was awarded a Rural Business Enterprise Grant (RBEG) through the United States Department of Agriculture. The grant provided the funds to (i) replace and upgrade all of the kitchen equipment, (ii) carry out select renovations to the dining areas to maximize operational efficiency, (iii) result in demonstrable job creation from the expanded operation.

A required component of the grant program is the participation of a willing lessee that will lease the and operate the food and beverage facilities. The purpose of this RFP is to identify that lessee.

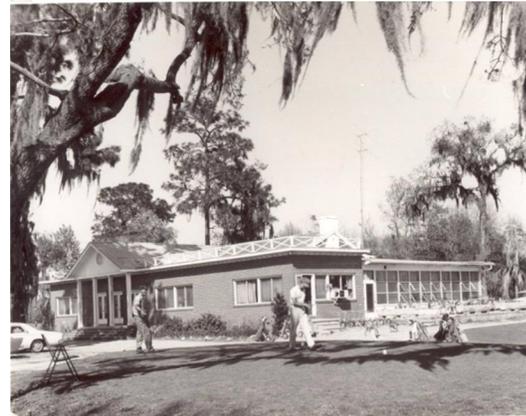
Among other characteristics, the winning applicant will meet the USDA's criteria for a small business and demonstrate suitable expertise and experience to successfully expand the golf course's food and beverage operation. The business must employ 50 or fewer persons and have less than \$1 million in annual revenues.

2. GOLF COURSE BACKGROUND

In the 1920s, as commerce and boat traffic along the St. Johns River reached its peak, the beneficial impact to the City of Palatka was conspicuous. The City was bolstered not only by its position along the banks of the busy river, but also by the intersection of several competing rail lines near downtown, and enjoyed a broad and robust economy centered on lumber, tourism, and real estate.

Concurrent to Palatka's expansion, golf in America was enjoying its own boom in popularity. Perceived as a pastime of the wealthy and elite, golf was an aspirational activity for up and coming communities. Thus, in the early 1920s, a group of local businessmen endeavored to bring golf to Palatka. They engaged Donald Ross, perhaps the foremost golf designer the game has known, and secured an outstanding site of sandy uplands just south of downtown. The future course was wrapped on three sides by a tranquil landscape that has since become the renowned Ravines Garden State Park.

It is on this ground that golf has been played continuously in Palatka for 90 years. As the economy of Palatka has evolved, so too has the role of the course in the community. Today, as the only golf course in Putnam County, the facility serves a vital community function as a focal point for recreation, meetings, and charitable events. Annually, the course hosts an average of 26 tournaments affiliated with local charities, foundations and churches.



Classic photos of golf at Palatka Golf Club, including the original clubhouse, right

The course is also an irreplaceable incubator for new players, acting as the home of the high school golf team, hosting a thriving junior camp each summer and providing a low-barrier point of entry to those interested in learning the game and its values. Of the 1,250 golf courses in the state of Florida, Palatka Golf Club is one of only four municipally owned courses that claim a Donald Ross design.

3. CURRENT FOOD AND BEVERAGE OPERATION

Currently, dining at Palatka Golf Club is an accessory to a round of golf. Customers come to play golf, and any eating or drinking is vital to that experience. As a result, the food and beverage operation has specific limitations that reflect this dynamic:

- The operation is serviced by a minimal staff of 2 full-time employees.
- Lunch is the only meal served. There is limited table service, and the kitchen closes before 7:00 p.m.
- All business is driven by golf traffic. There is no ability to host or cater functions that are not related to a golf event.
- There is no dishwasher. All food must be served with disposable paper, plastic or Styrofoam flatware and utensils. The kitchen has been renovated to physically accommodate a dishwasher. The City will not be providing a dishwasher, but the lessee may purchase or buy and install one at their option.
- There is limited banquet equipment, table skirts or other infrastructure that would allow catering for larger, outside groups or events.

4. PROPOSED FOOD AND BEVERAGE OPERATION

However, the limitations of the current food service disguise a considerable opportunity: the physical size of the cook area in the kitchen and the dining space in the clubhouse are adequate to support a more robust food service.

Specifically, the kitchen now has commercial-grade equipment, the dining area seats 96 and is equipped with a full bar. There are areas into which groups and private functions can be conveniently segregated.

An expanded restaurant operation could drive its own revenue independent of the golf course, generate publicity for the course over a wider geographic area, and provide the following advantages over the current operation:

- Offer broader hours of operation;
- Offer a more diverse menu selection;
- Appeal to and market to the general public;
- Cater to private groups, meetings and events;
- Require substantially higher staffing levels, increasing the number of jobs in the community;
- Contribute meaningfully to the local economy and become a point of pride within the community; and
- Be an integral revenue driver for the Golf club.

The City does not wish to assume the financial risk of an expanded food service or compete with local, private sector restaurateurs. Consequently, the City has concluded that engaging a third party through a lease agreement would be the surest method to operate an expanded the food service.

5. USDA RURAL BUSINESS ENTERPRISE GRANT

The City has recently completed renovations to the kitchen, dining room and restrooms with USDA Rural Business Enterprise Grant funds. Respondents will be given an opportunity to fully inspect the facility at the mandatory pre-bid meeting. Respondents shall not interrupt daily operation of the facility.

6. PALATKA/PUTNAM COUNTY

Putnam County was created in 1849, and encompasses 727.62 square miles, of which 105 square miles is water. As of the census of 2010, there were 74,366 people and 29,061 households residing in the county. The population density was 102.2 people per square mile.

Palatka is the county seat of Putnam County as of the census ^[1] of 2010, there were 10,558 people and 4,533 housing units in the City. The population density was 1,253.3 people per square mile.

The composition of the Palatka area economy is unreflective of Florida as a whole. Unlike many cities in the Sunshine State, Palatka has a large manufacturing sector employing 17.2% of the City's total civilian workforce. Comparatively, Florida's statistics indicate 5.9% of the state's entire workforce is employed by the manufacturing sector. Georgia Pacific is the single largest private employer in the city. The Koch owned firm employs 1,470 people at its pulp, paper, and plywood operations. PDM Bridge is another large manufacturing company operating in Palatka.

7. USDA SMALL BUSINESS CRITERIA

Applicants must submit the following information to meet the USDA Rural Business Enterprise grant requirements for small businesses:

- Demonstrate that it employs fewer than fifty (50) people
- Submit three (3) years of tax returns and demonstrate less than \$1M annual gross revenue

8. ANTICIPATED LEASE TERMS

The business terms of the lease will be negotiated with the successful respondent(s). The lease shall be in substantially the same form attached to this notification, but shall include the lessee's proposed payment for:

- Monthly license fee, and
- Monthly contribution toward applicable utilities, including water, gas, electricity, and alarm system

9. ANTICIPATED PROPOSAL SCHEDULE

Item	Timeframe
Invitation to Negotiate advertised and distributes	July 28, 2015
Non Mandatory Pre-proposal meeting and site visit	August 11, 2015 @3:00 p.m.
Deadline for questions	August 7, 2015 @ 5:00 p.m.
Deadline for proposal submittals	August 28 @ 3:00 p.m.
Review and ranking by staff	August 31 ó September 4
City commission meeting to approve ranking and authorize negotiations of selected respondent for a lease agreement	September

10. PROPOSAL EVALUATION PROCESS

Responses to this RFP will be evaluated competitively. If required, the top-ranked respondents will be invited to present an oral presentation of their proposal.

Proposals will be ranked based on the following criteria:

- Respondent's Qualifications/Experience (30 points)
- Business Concept/Character (20 points)
- Financial Analysis & Proposed Lease Terms & Fees (40 points)
- Understanding of Project Goals/Vision (10 points)

Respondent Qualifications/Experience

Successful respondents to this RFP will be experienced restaurant owners with a proven track record. Interested parties should provide information indicating that they will be able to successfully operate their proposed business as a tenant in the Clubhouse. A resume of relevant professional experiences is required. Additionally, if the respondent is currently operating or has previously operated a similar commercial business, respondents must provide three-year historical financial statements for the business, including profit/loss information, a balance sheet, and statement of cash flow.

Business Concept/Character

Respondents should provide a detailed description of the proposed restaurant's operation. At a minimum, this description should include the following information: types of proposed food offerings sold/services offered, hours of operation, proposed marketing plan and estimated price points, and how both will be catered to make the most of the improvements that were completed via the USDA RBEG grant.

Additionally, respondents should provide proposed hours of operation. The City is specifically looking to expand the hours of operation and to offer to three (3) meals per day. The City prefers applicants with business plans that accommodate these hours.

The proposed business should create an appealing concept that can serve as a catalyst for increased non-golfer activity at the golf course, including catering to outside groups and functions. Respondents should provide information that will allow the City to understand the character, style and ambiance of the proposed business.

Respondents should provide descriptions and visual aids of proposed décor.

The plan should also include a basic assessment of the target market and potential competition.

Financial Analysis and Feasibility

Respondents must provide financial information and a fiscal plan for the proposed business. The plan should include estimated expenses and revenue scenarios. Respondents must provide a two-year projection of cash flow for the proposed business as well as all underlying assumptions used to generate the cash flow projections.

Respondents should demonstrate the financial capacity to provide for continued operation and payment of the agreed upon license fees and utility costs.

Understanding of Project Goals/Vision

The golf course significantly impacts the City and provides cultural and recreational amenities to residents and visitors. Respondents must demonstrate their understanding of the project's goals and vision, and how their operation will enhance both the course and the City.

The proposal should address connections between the proposed business concept and the overall operation of the golf course. Additionally, respondents should address how their proposal will contribute to increased activity at the golf course.

Successful respondents will embrace both the history of the golf course and the commitment to its impact on the community. Respondents should also demonstrate an understanding of potential site constraints.

11. NON-MANDATORY PRE-BID MEETING AND SITE VISIT

A non-mandatory pre-proposal conference has been scheduled for Tuesday August 11, 2015 at 3:00 p.m. at the Palatka Golf Club clubhouse, 1715 Moseley Avenue, Palatka, FL. At that time, prospective proposers or their representatives may ask questions pertaining to the project, and may tour the facility.

12. CONTACT AND SUBMISSION INFORMATION

a. CONTACT PERSON

The contact person for this RFP is **Jonathan Griffith**, Project Manager/Grants Administrator City of Palatka, 201 North Second St., Palatka, FL 32177; (386) 329-0103, ext. 325

Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFP must be obtained from the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement

process City officials or employees except the designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

b. PROPOSAL SUBMISSION

Respondents are required to submit one (1) original, five (5) copies and one (1) digital copy in a sealed envelope marked in red ink **"RESPONSE TO PALATKA GOLF CLUB RESTAURANT SPACE REQUEST FOR PROPOSALS 2015--04"**. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages.

The original, all copies, and the separate sealed price envelope, if required, must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number, RFP title, number and due date and delivered to:

City of Palatka
Attn: Betsy Driggers, City Clerk
201 North Second St.
Palatka, FL 32177

Hand-carried and express mail proposals may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after **3:00 p.m. (local time), August 28, 2015** will not be considered and will be returned unopened.

Proposals, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to the proposal. In the absence of a corporate seal, the Proposal must be notarized by a Notary Public.

13. CONDITIONS OF THIS INVITATION TO NEGOTIATE

Any proposal received after the due date and time of this RFP will not be considered. The City reserves the right to reject any and all submittals received in response to this RFP as determined to be in the best interests of the City. The City may not award a lease solely on the basis of this

RFP and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City. All material submitted in response to the RFP becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this RFP are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. The City has the right to use any or all information presented in any response to the RFP, whether amended or not. Selection or rejection of a proposal does not affect this right. If your firm decides not to submit a proposal, the City would appreciate hearing the reasons why you are not submitting.

14. LATE PROPOSALS, MODIFICATIONS AND WITHDRAWALS

Proposals received after the Proposal Due Date and Time are late and will not be considered. Modifications received after the Proposal Due Date and Time are also late and will not be considered.

15. RFP POSTPONMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

16. EXCEPTIONS TO THE RFP

Respondent may take exception to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted; the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Respondent must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Respondent include the item in the development or furnish the services described herein, or negotiate an acceptable alternative.

17. PROPRIETARY INFORMATION

Responses to this RFP, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which

confidentiality is claimed, and provide specific legal authority of the asserted exemption. It is also strongly recommended that those specific materials that you assert qualify for exemption from Chapter 119, F.S. be submitted in a separate envelope and clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the proposal number marked on the outside. Please also note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

In the event the City determines that any materials claimed to be exempt as trade secrets do not qualify as such, the proposer will be contacted and will have the opportunity to rescind their proposal or waive their claim to confidentiality. Please be aware that the designation of an item as a trade secret by you, and the refusal to disclose any materials submitted to the City, may be challenged in court by any person. By your designation of material in your proposal as a "trade secret" you agree to hold harmless the City for any award to a plaintiff for damages, costs or attorneys' fees and for costs and attorneys' fees incurred by the City by reason of any legal action challenging your claim, and the City's refusal to disclose.

Please be aware that public meetings will be required through the approval process for the chosen project, and that the designation of financial or other information as a trade secret does not preclude this subject matter from discussion during a public meeting.

18. RIGHTS OF APPEAL

Participants in the RFP solicitation may protest RFP specifications in accordance with any applicable portions of the City of Palatka Code of Ordinances.

19. LAWS AND REGULATIONS

The Respondent shall comply with all laws, ordinances and regulations applicable to the development contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. The development shall comply with the City's Comprehensive Plan, Land Development Code, Building Code and other applicable regulatory requirements. Approval by the City, in its proprietary capacity does not constitute regulatory approval of any aspect of the project by the City, in its regulatory capacity.

20. QUALIFICATIONS OF RESPONDENTS

As a part of the Proposal evaluation process, the City may conduct a background investigation of Respondent, including a record check by the Palatka Police Department. Respondent's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation.

No proposal shall be accepted from, nor will any contract be awarded to, any Respondent who is in arrears to the City of Palatka, upon any debt, fee, tax or contract, or who is a defaulter, as

surety or otherwise, upon any obligation to the City of Palatka, or who is otherwise determined to be irresponsible or unreliable by the City.

If Respondent is determined to be irresponsible or unreliable, the City will notify Respondent of the City's finding, including evidence used, and allow Respondent an informal hearing and the opportunity to come into compliance within three business days of notification.

21. APPENDICES

- a. Average utility costs for existing food and beverage operation**
- b. Five year food and beverage sales & volume**
- c. Lease area**

ATTACHMENT "A"

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's Request for Proposals (RFP) for the Golf Club Restaurant Expansion and Improvement, the other related documents identified in the RFP, and any Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

Name (Print)

Signature Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT "B"

**CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A),
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____
_____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Name (Print)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

ATTACHMENT "C"

CITY OF PALATKA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EMAIL: _____

CITY OF PALATKA

REQUEST FOR PROPOSALS

Golf Course Management for

Palatka Golf Course

Proposals to be received by November 25, 2009 11:00 a.m. (Eastern Time)

Submit Proposals:
City of Palatka
Office of the City Manager
201 N. 2nd St.
Palatka, Florida 32177

Prepared by City of Palatka, Office of the City Attorney
(386) 328-1111

**City of Palatka
Request for Proposals
Golf Course Management for
Palatka Golf Course**

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**City of Palatka
Request for Proposals
Golf Course Management for
Palatka Golf Course**

- I. ***Statement of Intent.*** The City of Palatka is requesting proposals from responsible firms or teams to manage and operate Palatka Golf Course (hereinafter “Golf Course”) beginning on January 1, 2010. The contract will be for a base period of five (5) years with an option to extend for two (2) each five (5) year renewals upon mutual consent of both the City and contractor.

II. Time line

Availability of RFP	October 16, 2009
Pre-Proposal Meeting	October 30, 2009

*This meeting is to be held at 10.00 a.m. (Eastern Time) at Golf Course located at 1715 Moseley Ave, Palatka, Florida, 32177..
This meeting is NOT mandatory.*

Deadline to submit questions to City Manager’s Office	November 6, 2009
<i>Note: Questions must be in writing.</i> Proposals Due Date	November 25, 2009
Evaluation of Submissions & Selected Interviews	December 4, 2009
Negotiations with Selected Entity	December 7 thru 11, 2009
Recommendation to City Commission Committee for Approval	December 17, 2009
City Commission Ordinance Final Approval	December 17, 2009
Contract Start Date	January 1, 2010

This timetable is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change.

In no event shall the deadline for submission of the proposals be changed except by written modification from the City Manager's Office, City of Palatka, Florida.

III. Background Golf Course is a municipal golf course opened to the public in 1925. Designed by the legendary Donald Ross, the Palatka Golf Course still maintains the Ross characteristics. An 18 hole, par 70, the Palatka Golf Course measures 5,892 yards and flows around the scenic Ravine State Gardens, a park within the State of Florida Park System. In 1995 the Palatka Golf Course was rated a “best value” by the Wall Street Journal. The Palatka Golf Course is host to one of the oldest and most prestigious amateur tournaments in Florida, the Florida Azalea Amateur. This tournament attracts 200 of the nation’s best amateurs. The Palatka Golf Course boasts a 10,000 square foot clubhouse with seating for up to 200 and men’s and women’s locker rooms. The clubhouse features a restaurant and full bar. A new practice facility was built in 2003 featuring an aqua driving range, made possible, in part by a new full-course affluent irrigation system also completed in 2003. The Palatka Golf Course currently enjoys approximately 25,000 to 27,000 rounds annually.

The City’s intent at this point is to explore the option of placing the Golf Course under a managerial contract with a firm that has experience in managing City Golf Courses.

IV. General Conditions. The following data is intended to form the basis for submission of proposals. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of qualifications, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.1 All materials submitted pursuant to this RFP shall become the property of the City of Palatka. To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential until the proposal evaluation is complete, and a contract is awarded. No information about any submission of proposals shall be released to anyone until the process is complete, except to the appropriate City staff. All information provided shall be considered by the City in making a recommendation to enter into an agreement with the selected contractor.

4.2 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing and be in the hands of the City Manager’s Office by the close of the business day on Friday, November 6, 2009. Questions can be submitted by letter, fax (386-329-0106) or email to wboynton@palatka-fl.gov The City of Palatka shall not be responsible for oral interpretations given by any City of Palatka employee, representative or others. The issuance of written addenda is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposals, the City Manager for the City of Palatka will attempt to notify all prospective submitting entities and the addenda shall become a permanent part of the RFP; **however, it shall be the responsibility of each submitting entity, prior to submitting proposal to contact the City Manager for the City of Palatka at 386-329-0104 to determine if addenda were issued and to make such addenda a part of the submission of proposal.** **Any addenda will also be posted on the City’s website at www.co.putnam.fl.us/palatka/city**

4.3 The City of Palatka reserves the right to: (a) accept or reject any and/or all submissions of proposal; (b) waive irregularities and technicalities; (c) accept any alternative submission of proposal presented which in its opinion, would best serve the interests of the City of Palatka; and (d) give full and proper evaluation of the firm or team presenting the proposal. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by

the submitting entity. Such information may include, but shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel; and past performance records.

4.4 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person in respect to this proposal. The proposer will be required to execute and submit this affidavit prior to execution of the Contract by the City.

4.5 Subsequent to the City's review and the City Manager's recommendation of a firm(s), Palatka City Commission approval is required before the final contract may be executed.

4.6 All expenses for making submission of qualifications shall be borne by the submitting entity.

4.7 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to the City of Palatka for the services set forth in the RFP until one or more of the submissions are accepted by the City of Palatka.

V. Scope of Service. The City of Palatka is seeking submittals from responsible firms or teams to provide proposals for the management and operation of all facets of the Golf Course on behalf of the City. This proposal should include a plan for operating concessions, managing the golf shop, handling all maintenance needs (including course, club house, and equipment), dealing with customer service, marketing the golf facility, hiring and supervising all staff, sharing of revenues generated and costs incurred; and long-term success of the facility.

5.1 The initial term of this agreement shall begin on January 1, 2010 and expire on December 31, 2015, with two (2) each, five (5) year renewal options upon mutual agreement of both the City and the Contractor.

5.2 The goal of the City of Palatka is to have Golf Course in excellent playing condition while keeping the cost per round of golf reasonable enough for the general public so they may have a quality recreation experience at a reasonable cost.

5.3 The City of Palatka expects to share in the profits generated by the Golf Course. The City anticipates negotiating an agreement with the successful firm or team that will provide for a fixed fee for the lease of the Golf Course, along with profit-sharing clauses.

5.4 Note that the City expects to pay the cost for any and all capital improvements under this management agreement that the City decides are necessary.

5.5 Attached to this RFP is an inventory of property, equipment and materials that are currently part of Golf Course. These items are available for use under a management agreement.

5.6 Responsibilities. The successful proposer shall have the responsibility of providing general operational management services for Golf Course to include the following:

A. Employees. All personnel employed by the Golf Course shall at all times be employees of the contractor. All costs pertaining to such contractor employees arising out of the City - Contractor relationship will be an operating expense paid for from the Contractor.

B. Inventory - Merchandise and Items for Re-sale. The Contractor shall obtain merchandise for the pro shop at the clubhouse as well as food and beverage items, as per the agreed upon

Annual Budget and Program.

C. Supervision. Contractor shall supervise and operate the golf operations, golf pro shop, membership sales, practice facilities, food and beverage services, and other ancillary services at the Golf Course.

D. Maintenance. Contractor shall maintain in good working condition the physical plant and equipment at the Golf Course to include the Golf Course and all physical structures .

E. Purchasing and Procurement. The Contractor shall arrange for the procurement of, as an operating expense of the Golf Course, all operating supplies, operating equipment, inventories and services necessary to operate the Golf Course in accordance with the annual budget.

F. Consultation. The contractor shall, without additional compensation, make its staff available to the City upon request for consultation regarding the operation of the Golf Course, including, but not limited to, operating procedures, agronomy, pro shop, food and beverage service, management and operation, capital improvements, driving range operation, clubhouse space utilization and operations, golf cart maintenance and management, and prices and rate structure.

G. Junior Golf. Contractor shall develop and implement programs to promote golf among persons under age 18 to include high school and junior high golf teams.

H. Marketing Plan. The contractor shall create, direct, and implement an annual marketing plan for Golf Course as part of the Annual Budget and Program. The marketing plan will include market analyses (competitive, customer), Golf Course analyses (programs, utilization, sales), and strategies for achieving the budgeted financial goals and other marketing-related goals for the Golf Course and City of Palatka.

I. The Contractor shall obtain and manage:

1. Marketing systems, including signage and internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); and branding materials (graphic design, collateral, photography);
2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
3. Customer retention programs, including loyalty/reward card programs; special events and programs; and promotional offers;
4. Sales programs, including outing, membership, and event sales management;
5. Quality assurance programs, including customer surveying; "secret shopper" on-site visits and telephone sales calls; and customer comment telephone lines and e-mail forms;
6. Publicity and media relations; and
7. Point-of Sale Technology, and Accounting Administration, which includes oversight of Golf Course, point-of-sale, electronic tee sheet, stand-alone accounting systems, data processing system/program support, and audit and system/personnel support for the purpose of ensuring the consistent and professional execution of accounting and data processing functions required for the Golf Course.

Additionally, the contractor shall coordinate and oversee all sub-contractors' work in connection with the production and implementation of these programs.

J. Accounting. The contractor shall provide separate budgeting, bookkeeping and reporting

services to the City concerning the Golf Course. Copies of all books/records shall be kept at the Golf Course and the City of Palatka shall retain the right to review all books, records, software, data, programs, manuals and the like..

K. Financial Reporting. The contractor shall maintain and provide on a “cash basis” monthly and annual operating statements. The contractor shall also prepare a recommended annual operating budget, including a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Golf Course for the following calendar year, including a reasonable contingency and anticipated working capital requirement of the Golf Course for the year; a capital improvements budget for the next calendar year; a marketing and operational program to include operating policies, standards for operations and quality of service standards (collectively, the “Annual Budget and Program”). **Note that the Contractor shall make the final determination and have the final approval of the Annual Budget and Program.**

L. Expenditures. The contractor shall pay all operating expenses for the Golf Course which expenses shall include, but not be limited to, payments of all monthly payroll and related expenses, operating expenses, management fees, incentive fees, sales, use, value-included and excise taxes on sales and rentals, and real property taxes levied on the Golf Course. For purposes of this paragraph, “operating expenses” shall not be defined so as to include any existing or future long-term debt of the City which is or was attributable to the Golf Course, its acquisition, or past operation.

M. Owner’s Meeting. Contractor shall, at least monthly, consult with the City regarding the Golf Course and its operations at a time, date, and place designated by the City.

VI. Contract Requirements. Submitting entities, if selected, must be willing to sign a contract with the City of Palatka which will include certain provisions, among which are the following:

6.1 The contract shall consist of (1) the RFP, (2) the proposal submitted by the contractor to this RFP, and (3) the contract. In the event of a discrepancy between the contract, the RFP, and the submitted proposal, the contract will prevail.

6.2 The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City of Palatka.

6.4 The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Palatka.

6.5 The successful proposer must be willing to sign a contract with the City of Palatka that contains the following indemnification clause:

A. Contractor, its agents and employees shall defend, indemnify and hold harmless the City of Palatka, its agents and employees from any and all liability to Contractor, and agents and employee or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have

arisen from, the performance of this agreement except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Palatka, its agents or employees.

B. Contractor, its agents and employees shall defend, indemnify and hold the City of Palatka harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Palatka alleging liability referenced in Paragraph A, including, but not limited to, cost fees, attorneys fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Palatka; and to assume and take over the defense of the City of Palatka in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Palatka, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Palatka, its agents or employees.

C. Contractor, its agents and employees shall defend, indemnify and hold the City of Palatka harmless and pay all judgments that shall be rendered in any such actions, suits, c/aims or demands against the City of Palatka alleging liability referenced in Paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Palatka, its agents or employees.

6.6 The City may terminate its contract with the successful proposer at any time, for cause. In the event the City determines to terminate the contract, it must first notify the other party of the reason for termination and afford the other party a reasonable time within which to “cure” the condition or ground upon which termination is sought. “Grounds” for termination shall include, but not be limited to, failure of the contracting part to satisfy its financial obligations under the contract; failure of the contracting party to satisfy its maintenance obligations under the contract; failure of the contracting party to retain the “public” nature of the golf course; or any other substantial default under the terms of the contract ultimately negotiated between the parties. If the City terminates this Agreement, as a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Contract had not been terminated, subject to set-off for any amounts due the City from the Contractor.

6.7 The contractor must be licensed to conduct business in the State of Florida for any services in this contract requiring such licensure. The contractor must maintain license during the period of the contract and shall submit evidence of compliance.

6.8 When applicable and prior to the commencement of the contract, contractor must furnish the City of Palatka with properly executed certificates of insurance, which shall clearly evidence all insurance required by the City. Such insurance shall be at a minimum the following: commercial general liability (occurrence basis) with limits of one million dollars; automobile liability for any auto with limits of one million dollars; workers compensation with statutory limits and employers liability with limits of one hundred thousand dollars. Additional insurance may be required on the basis of the scope of the negotiated contract. The City, its officials, officers, employees and volunteers are to be added as insureds on all liability insurance policies with respect to liability arising out of the work or operations performed by or on behalf of the Contractor. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after thirty days written notice has been given to the City Attorney.

6.9 Firms must comply with Presidential Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, the Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.10 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in the submitted proposal of their efforts to do so.

6.11 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.12 Before a contract will be signed by the City, the submitting entity, if selected, must provide the City with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

VII. Instructions to Submitting Entities. All submissions of proposals shall comply with the following instructions. These instructions are intended to ensure that (1) submissions contain the information and documents required by the City of Palatka in this RFP; and (2) the submissions have a degree of uniformity in the presentation of material, which will facilitate evaluation by the City.

7.1 General. Submission forms and RFP documentation may be obtained on or after October 16, 2009 at no charge from:

City of Palatka
Office of City Manager
201 N. 2nd St.
Palatka, Florida 32177

between 8:30 a.m. and 5:00 p.m. (Eastern Time), Monday through Friday or by calling 386-329-0104. Forms and RFP information are also available on the City web site at www.co.putnam.fl.us/palatka/city where it can be read or printed using Adobe Acrobat Reader software.

7.2 Proposals Submissions. An original and six (6) copies of the proposal shall be submitted. Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). Proposals shall bear an original signature, being signed above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00 AM, Eastern Time; on November 25, 2009. Each proposal must be submitted in a sealed envelope addressed to the City of Palatka. Each sealed envelope containing a proposal must be plainly marked on the outside "Submission of Proposal to Manage Palatka Golf Course" to be Opened 11:00 AM (Eastern Time). November 25, 2009."

Any proposal received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposals delivered to the City of

Palatka, City Manager's office for receipt on or before that date. If a proposal is sent by U.S. mail, the submitting entity shall be responsible for its timely delivery to the City of Palatka. Proposals delayed by mail shall not be considered and arrangements shall be made for return at the submitting entity's request and expense.

7.3 Format. Proposals must be typed on 8.5 x 11 inch wide white paper. Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page. Proposals shall be structured as follows:

- I. Submission Form (S-I) & Non-Collusion Affidavit
2. Table of Contents
3. Body of Proposal: Information which submitting entity wishes to include

NOTE: Form S-I and the Non-Collusion Affidavit are found on pages 13 and 14 of this RFP.

7.4 Evaluation of Proposals. All qualified submissions received by the deadline will be analyzed by the City according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation.

Firms and/or teams responding to this RFP shall be available for interviews with the City. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. After proposals are opened, any selected entity notified by the City should be prepared to meet with the City at the time and date determined by the City of Palatka. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this RFP. Determination of qualifications shall be based on written proposals and information presented to the City during oral interviews, if any.

Each proposal will be initially analyzed and judged according to the evaluation criteria below. Maximum score is 100 points. In addition to the proposal, the Committee may request additional material, information or references from the submitting entity or others.

Provided it is in the best interest of the City, the firm/team determined to be the most responsive, taking into consideration the evaluation factors set forth in this RFP, will be selected to begin contractual negotiations. The firm/team selected will be invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," then the City will begin contractual negotiations with the firm/team determined to be the next most responsive, and, if unsuccessful in reaching a satisfactory agreement, will continue the process of entering into contractual negotiations with any/all firms/teams submitting proposals in order of their ranking.

VIII. Evaluation Criteria. Proposals will be evaluated using the following criteria:

1) Golf Course Experience: (15 pts) Proven competence with regard to *golf course operations in general* that will make this management agreement successful. What experience do the individuals who are going to play the largest, active role in this arrangement have that will give them a clearer idea as to how to best make Golf Course a quality facility? Which golf course(s) do they have experience with, for how long, and what lessons have they learned that will prove helpful to this arrangement?

2) Management Experience: (15 pts) What relevant *golf course management experience* does

your firm have that will make this agreement successful? List examples of past management arrangements that will help the City understand the type of business partner the City of Palatka would have if they accept your proposal.

3) Financial Capability: (30 pts) What financial resources does your organization or team have that will provide the wherewithal for you to be successful over a multi-year contract. Specifically, provide your *profit and loss statement as well as your balance sheet* for the year ending December 31, 2008.

4) Local Interest: (10 pts) Entities that have a vested interest in the Palatka community are better able to provide high quality services at Golf Course. Familiarity with the community, knowing the target market, and understanding citizen expectations are important aspects to a successful management agreement. Explain how your firm or team is vested in the Palatka community by listing personal and/or professional references. A key part of local interest concerns the “youth program” for golf in Palatka. As such, part of our evaluation will focus on your stated plan to implement programs that promote junior golf for persons under age 18 to include high school and junior high golf teams.

5) Revenue. (10 pts) Amount of revenue to be provided to the City of Palatka over the course of the five-year management contract.

6) Technical Approach (20 pts) Evaluation of how well your proposal addresses the manner in which you will achieve each of the tasks/projects specified in the scope of work provided in this RFP.

Submission Forms

**CITY OF PALATKA
REQUEST FOR PROPOSALS
Golf Course Management for
Palatka Golf Course**

Submission Form (S-I)

**Proposals To Be Received by 11:00 AM, Central Time, November 25, 2009
City Hall, 201 N. 2nd Street , Palatka, Florida, 32177**

IMPORTANT: An Original and six (6) copies are to be submitted.

Please complete the following:

Legal Name of Proposer:

Address:

Telephone Number:

Fax Number: —Contact Person:

Signature: _____

Name of Signer:

Note: Failure to use these response sheets may disqualify your submission.

Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit a collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Palatka or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title:

Subscribed and sworn to before me this _____ day of _____ 200_.

Notary Public

My Commission expires:



CITY COMMISSION AGENDA ITEM

SUBJECT:

DISCUSSION - RFQ for Consultant/Lobbyist Services for Adopted City of Palatka Community Development & Sustainability Priorities

SUMMARY:

During its 12/10/15 meeting, the City Commission adopted Resolution No. 2015-11-90 setting priorities for community development and Sustainability after having sought advice from consultants and staff on setting these priorities, with a goal of improving the quality of life for and improving the health, safety, prosperity and general welfare of its citizens. The Commission has identified the following priorities and ranked them in this order:

- Priority #1: Waste Water Treatment Plant Upgrades
- Priority #2: Infrastructure upgrades and expansion
- Priority #3: Clean, Affordable Housing to replace blighted and inadequate housing
- Priority #4: Establishment of a Business Incubator

Now that these priorities are in place, the Commission can go forward with developing a plan and course of action to seek out funding and resources to address these priorities.

Staff has drafted a Request for Qualifications for Consultant/Lobbyist Services in order to hire an individual or firm to aid the City in seeking grants and to provide lobbying services. Staff is prepared to release this RFQ as proposed or amended on Friday, 01/15/16. A partial copy of that draft RFQ follows this summary.

Once submittals have been received, opened and ranked, that ranking will be brought back to the Commission for acceptance. Staff estimates this will come back to the Commission for award on or before February 25th.

RECOMMENDED ACTION:

Provide feedback and direction to staff regarding RFQ for Consultant/Lobbyist Services

ATTACHMENTS:

Description	Type
□ Draft RFQ partial	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
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City Clerk
City Clerk
City Manager

Driggers, Betsy
Driggers, Betsy
Suggs, Terry

Approved
Approved
Approved

1/7/2016 - 5:00 PM
1/7/2016 - 5:00 PM
1/7/2016 - 5:03 PM



Request for Qualifications (RFQ) 16-001
LOBBYING SERVICES

The City of Palatka is seeking statements of qualifications from qualified firms to provide lobbying services. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning the RFQ.

Advertisement Date: January 8, 2016

Due Date: **January 29, 2016 3:00 PM**

Contact: Terry Suggs, City Manager
201 North Second Street
Palatka, FL 32177
tsuggs@palatka-fl.gov
(386) 329-0100 ext. 230

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, five (5) copies and one (1) digital copy on CD or memory stick in Adobe PDF format in a sealed envelope marked “**RESPONSE TO REQUEST FOR QUALIFICATIONS FOR LOBBYING SERVICES**”. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. Forms required by this RFQ, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the RFQ process and to award the contract(s) in the best interest of the City.

A committee will evaluate each of the respondent’s submittals against evaluation criteria. If necessary, the committee may reduce the total number of submittals to a qualified short-list of firms using the evaluation criteria. Short listed firms may be invited to make presentations for final evaluation.

Scope of Services

The selected lobbying firm shall advise, counsel, and represent City of Palatka in pursuing legislative initiatives and grant applications and awards at the state level and federal level. The firm shall assist City of Palatka in preparing its state, federal and administrative agendas and shall strategize with City of Palatka as requested. The firm shall identify topics and areas of need to legislators serving City of

Palatka, pertinent legislative leaders and committee chairs, and administrative officials.

The firm shall perform ministerial and discretionary functions such as preparing letters and verbal and written testimonies, arrange and schedule appointments, monitor legislative, executive, and administrative activities, and communicate effectively with City of Palatka and its elected and appointed officials and their staff, as well as those interest groups identified by City of Palatka.

Knowledge of the Locality

The firm should have considerable and demonstrable experience with local, state, and federal agencies that are directly and indirectly related to City of Palatka's mission. In particular, the firm should be experienced working with legislators, their committees, and staff, as well as various federal agencies. The firm should be able to demonstrate its knowledge and experience with Florida's government-elected officials and staff. The firm's knowledge of, and experience with, Palatka's local government officials, agencies, and representatives is also encouraged. The firm should demonstrate its understanding of Palatka's projects, initiatives and priorities. The City of Palatka Community Development & Sustainability Priorities are as follows:

1. Waste Water Treatment Plant Upgrades
2. Infrastructure upgrades and expansion
3. Affordable, Adequate and Clean Housing
4. Development of a Business Incubator

The firm should also be aware of the local problems and potential solutions that can be facilitated by state and federal support and intervention.

Selection Procedure:

The evaluation and recommendation committee appointed by the City Manager shall be responsible for short-listing the most qualified firms. The committee may request additional or clarifying information from any responder. Short-listed firms may be invited to appear in front of the committee and/or City Commission for oral presentations and/or discussion (Q&A).

- Qualifications of the firm and its personnel (30 points)
- Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)
- Quality of the responses from the local government client references (30 Points)

Responses must demonstrate: knowledge of the Locality; should be both thorough and concise, detailing experience, personnel, and references relative to the scope of services described; and demonstrate the ability to provide the required services.

Contracting and Payment:

Work will be performed under a *non-exclusive* Agreement to Furnish Professional Services contract negotiated between each party and the City of Palatka.

It is anticipated that the Agreement to Furnish Professional Services will have an initial duration of one (1) year with an option to extend for an additional two (2) one (1) year terms.

The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods may include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by credit card.

The City cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The City will entertain proposals clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial proposal submittal if it is clearly marked as an “Additional discount for payment via traditional methods.”

Proposal Package:

Respondents must demonstrate a background and experience in the following:

1. Knowledge of the City of Palatka and maintaining a local office in the area;
2. Proven relationship with the Local, State and Federal Agencies; and
3. Ability to design and execute a lobbying effort at the local, state and federal level.

The Proposal Package shall contain the following information behind tabs identified as A-I:

- Cover Letter and Contact Sheet – Exhibit A
- TAB A Qualifications and Experience
- TAB B Description of government projects
- TAB C Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested.
- TAB D Three (3) current references directly related to the requirements of this RFQ. Contact information must include project name, contact person’s name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the City.)
- TAB E Public Entity Crimes Statement - Exhibit B
- TAB F Drug Free Workplace Certification - Exhibit C
- TAB G E-Verify Statement - Exhibit D
- TAB H Respondent’s Certification –Exhibit E

Timetable for Selection and Review:

- January 8, 2016 RFQ issued
- January 21, 2016 - 5 pm Deadline for RFQ questions
- January 29, 2016 - 3 pm Deadline to submit RFQ’s

General Terms and Conditions:

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Palatka abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Professional Regulation.

Attach a copy of the current Florida Lobbyist registration documentation.

C. Permits, Licenses, or Fees.

n/a

D. Taxes.

The City of Palatka does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFQ document.

E. Governing Laws and Venue.

Any contractual arrangement between the City of Palatka and the proposer shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Putnam County, Florida.

F. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Palatka officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

G. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFQ and the respondent's authorized signature affixed to the response's signature section attests to this.

H. Indemnification

The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Insurance

The Consultant shall not commence any Work until he has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, has named the CITY as an additional insured by separate written endorsement, except for Worker's