

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

JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

AGENDA CITY OF PALATKA January 28, 2016

CALL TO ORDER:

- a. **Invocation** – The Reverend Don Hanna, Pastor, St. James United Methodist Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 1/14/16

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. **PROCLAMATION** – March of Dimes Fundraising Days - Jan. 27 thru April 9, 2016
- b. **GAS AUTHORITY BOARD RETIREMENT:** Ted MacGibbon, 27 yrs
- c. **EMPLOYEE RETIREMENT:** Ronald Valentine, 30 yrs; Daniel Gibbs, 13 yrs; James Griffith, 27 yrs
- d. **SPECIAL MERIT RECOGNITION:** MC Track Club
- e. **STUDENT OF THE MONTH – January, 2016 – Mayor Hill & Vice Mayor Brown**

Jaylen Session	Browning Pearce Elementary School
Ashton Smith	C. L. Overturf, Jr. 6th Grade Center
Trace Harris	Children's Reading Center Charter School
Christopher Staten	E. H. Miller School
Gabriel Goodson	James A. Long Elementary School
Alyssa Beasley	Jenkins Middle School
Chance Phipps	Kelley Smith Elementary School
Destiny Roberts	Mellon Elementary School
Jamarion Douglas	Moseley Elementary School
Brent Summers	Palatka High School
Katie Spinler	Peniel Baptist Academy
Kylar Lands	Putnam Academy of Arts and Sciences
Brittney Wykoff	Putnam Edge High School

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

3. CONSENT AGENDA

- *a. **Adopt Resolution No. 2016-12-04** authorizing the execution of Work Order 15-48A with Passero & Associates in the amount of \$6,000 for design revisions associated with CDBG project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements
- *b. **Adopt Resolution No. 2016-12-05** authorizing submission of a Federal Aviation Administration FY 2016 AIP grant pre-application for obstruction/tree removal and mitigation (Phase I).
- *c. **Adopt resolution 2016-12-06** authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with Fla. Dept. of Transportation (FDOT) in the amount of \$62,000 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FDOT RED! funded)
- *d. **Allow sales and consumption of alcoholic beverages** at the Palatka Municipal Golf Club on 2/7/16 for the Superbowl Tournament, and on 3/13/16 and 3/20/16 for the Azalea Golf Tournaments from 7:00 a.m. to 1:00 p.m. (all Sunday dates)
- *e. **Board of Zoning Appeals Appointments:**
 1. **Appoint Allegra Kitchens** for the remainder of a 5-year term to expire July, 2019
 2. **Appoint Arthur Sprague** for the remainder of a 5-year term to expire July, 2020

AGENDA - CITY OF PALATKA
January 28, 2016
Page 2

- * 4. **PALATKA GAS AUTHORITY BOARD APPOINTMENTS:**
 - a. Reappoint Jud Neufeld to the Palatka Gas Authority Board for a three-year term to expire January, 2019 (incumbent)
 - b. Consider applicants for appointment to Palatka Gas Authority (1 vacancy for a three-year term to expire January, 2019: Andrew Kiley and Andrew Rabun
- * 5. **REQUEST** to amend Contract for Purchase and Sale between City of Palatka and Riverfront Development Group, LLC – Joseph C. “Corky” Diamond, Manager (*tabled on 1/14/16*)
- * 6. **CRA FUNDING FOR MAIN STREET THIRD FRIDAY EVENTS:**
 - a. **Third Friday Special Events Permit: 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 February 19, 2016 and April 15, 2016 from 6 pm to 10 pm - Palatka Main Street, Inc./Harris Berns-Cadle, Applicant – *Feb & Apr dates tabled on 1/14/16*
 - b. Authorization to continue funding for special events
- * 7. **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.
- * 8. **ORDINANCE** extending the 2008 Economic Recovery and Incentive Program, suspending the collection of certain impact fees, through December 31, 2017 – 2nd Reading, Adopt
- * 9. **ORDINANCE** amending Chapter 50, Article III of the Code of Ordinances to amend various elements of the Special Events Ordinance – 2nd Reading, Adopt
- * 10. **ORDINANCE** amending Subpart B, Article II of City of Palatka Charter, Related Laws governing Palatka Gas Authority – 1st Reading -- **PULLED FROM AGENDA**
- 11. **PALATKA GAS AUTHORITY - Municode Agreement for combined utility billing**
- 12. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 13. **COMMISSIONER COMMENTS**
- 14. **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:

Feb. 2 – 3 – FLC Legislative Action Day - Tallahassee
March 4 – Azalea Festival Mayor's Reception
March 5 – 6 – Florida Azalea Festival
March 15 – Pension Boards Meet

Board Openings:

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



CITY COMMISSION AGENDA ITEM

SUBJECT:

- a. **PROCLAMATION** - March of Dimes Fundraising Days - Jan. 27 - April 9, 2016
- b. **GAS AUTHORITY BOARD RETIREMENTS** - Ted MacGibbon, 27 years
- c. **EMPLOYEE RETIREMENT** - Ronald Valentine 30 years; Daniel Gibbs, 13 years; James Griffith, 27 Years
- d. **SPECIAL MERIT RECOGNITION** - MC Track Club

SUMMARY:

- a. Proclamation follows; Greg Bacon, 2016 Chairperson
- b. Retiring Gas Authority Board Member Ted MacGibbon is being recognized for 27 years of service.
- c. Retiring employees: Sanitation Department/Public Works: Ronald Valentine (30 years) and Daniel Gibbs (13 years); Palatka Police Department Interim Chief James Griffith (27 years)
- d. MC Track Club Members who traveled to AAU Regional Meet in Tallahassee FL: Steven Simmons, Jr., Jar'Tiyona Melton, Ta'Zarryia Poole, Kaven Berry, Dejon Jackson, Jamarion Douglas, Torr'yence Poole, Treyvon Williams, Reva Godbolt; Markel Rasher. Two of the ten athletes who traveled to AAU Jr. Olympics in Norfolk, VA, Treyvon Williams and Torryence Poole, brought back medals in their respective areas. A copy of their recent newsletter follows.

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
▢ March of Dimes Fundraising Days	Exhibit
▢ MC Track Club Photo	Attachment
▢ MC Flyer Newsletter	Attachment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 10:53 PM

CITY OF PALATKA



Proclamation

WHEREAS, one in 33 babies born in the US are born with a birth defect, resulting in billions of dollars of cost for care and accounting for 20% of all infant deaths. The March of Dimes, a voluntary health organization begun in 1938 when radio announcer and comedian Eddie Cantor urged his listeners to send their spare dimes to the White House to contribute to a fund for finding a cure for polio, is working to assure healthy lives for America's babies; and

WHEREAS, For the more than 75 years the March of Dimes has been safeguarding America's infant health, and has been a pioneer in preventing birth defects, the nation's number one health problem, through programs of research, community services, education, advocacy and pre-natal care; and

WHEREAS, the March of Dimes kicks off its 2016 fundraising season in January, chaired by March of Dimes Chairperson Greg Bacon, which will continue until the official March of Dimes "March for Babies" event, which was initiated in 1970 to raise funds that support critical March of Dimes programs. March for Babies, formerly Walk-America, has been successful for 45 years, raising more than 2.3 billion dollars for the March of Dimes mission to improve the health of babies by preventing birth defects and infant mortality; and

WHEREAS, the nation's hope for assuring future generations a healthy start in life depends upon the efforts and commitment of all Americans to participate in fundraising events like Pink & Blue Jeans for Babies, the sale of chocolate, "footprints" and other government, corporate and individual fundraising events leading up to the March for Babies, to be held in Palatka on April 9, 2016 at the Palatka Riverfront Park.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim January 27th through April 19th, 2016 as

MARCH OF DIMES FUNDRAISING DAYS

in the City of Palatka, and we urge all citizens of our community to support the important efforts of the March of Dimes in helping to give babies a healthier start in life by participating in and contributing to various March for Babies Team fundraisers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Palatka, Florida this 28th day of January, in the Year of Our Lord Two Thousand and Sixteen.

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

Terrill L. Hill, MAYOR



FSU

NATIONAL

CHAMPIONS

2006 NCAA MEN'S OUTDOOR NATIONAL CHAMPIONS

1984 NCAA WOMEN'S OUTDOOR NATIONAL CHAMPIONS

2008 NCAA MEN'S OUTDOOR NATIONAL CHAMPIONS

1985 NCAA WOMEN'S INDOOR NATIONAL CHAMPIONS

INDIVIDUAL MEN'S NATIONAL CHAMPIONS

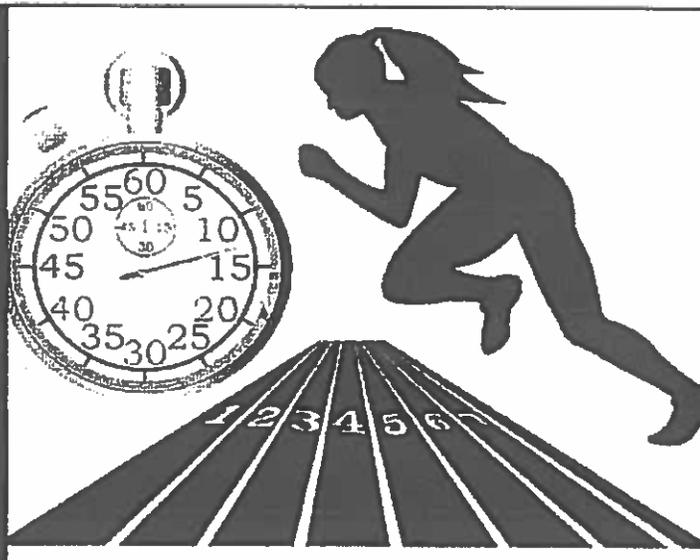
1974 Danny Smith 55-Meter Hurdles (I)	2006 Rafoeq Curry Triple Jump	2008 Drew Brunson 60-Meter Hurdles	2011 Maurice Mitchell 200-Meter Dash
1975 Danny Smith 55-Meter Hurdles (I)	2006 Walter Dix 200-Meter Dash (I)	2008 Walter Dix 200-Meter Dash	2011 4x100 Relay Maurice Mitchell, Kemar Hyman, Brandon Byram, Ngoni Makusha
1978 Walter McCoy 600-Yard Run (I)	2006 Garrett Johnson Shot Put	2008 Ngoni Makusha Long Jump	2012 Maurice Mitchell 200-Meter Dash
1979 Bradley Cooper Discus	2007 4x100 Relay Greg Bolden, Charles Clark, Walter Dix, Michael Ray Garvin	2009 Ngoni Makusha Long Jump	
1980 Mike Babin 200-Meter Dash	2007 Walter Dix 200-Meter Dash (I)	2009 Charles Clark 200-Meter Dash	
1980 Reggie Rose Melford B. Rose Reggie Rose	2007 Ricardo Chambers 400-Meter Dash (I)	2009 Jonathan Borlee 400-Meter Dash	
1995 Ph...	2007 Walter Dix 200-Meter Dash	2009 4x400 Relay Jonathan Borlee, Kevin Borlee, Charles Clark, Ngoni Makusha	
2005 Walter Dix 100-Meter Dash	2007 Walter Dix 100-Meter Dash		
2006 Ricardo Chambers 400-Meter Dash	2007 Ricardo Chambers 400-Meter Dash		

CHAMPIONS

Kim Williams
Triple Jump (I)



MC TRACK CLUB



Exploring Our Vision by Our Talent.

MC Track Club is a non-profit traveling club located in Palatka, FL and is maintained by 2 coaches (Tangerlar Clark-Jackson and Jarvis Melton Sr) and a assistant coach (Torrance Poole), as well as multiple volunteers. We financially maintain the club by out of pocket money from each coach as well as fundraiser events to assist many of our athletes who aren't able to afford to pay for their expenses.

The mission of the club is to foster interest in track and field while motivating our youths of Putnam County to demonstrate personal integrity, discipline, and friendship. Our athletes will have the opportunity to maximize progressive individual development in the area of track and field. Also, provide an opportunity for educational growth by assisting them in their academics and athletic abilities to achieve their educational goals.

MC Track Club is officially represented by AAU Track and Field as a member of Region 9. The club has participated in various track and fields meets in different parts of the United States. Our athletes has attracted the attention as winners and being very competitive to compete against.

We recently was able to take 10 athletes from our county to participate in the AAU Jr Olympics in Norfolk, VA this past season on August 3, 2015 to August 9, 2015. We were pleased to have 2 athletes to bring back medals that represented Palatka, FL. Those athletes is Treyvon Williams who ran on the 15yoo boys relay team and they placed 7th overall in the nation. Also, Torryence Poole who participated in the 11yoo girls is ranked 8th overall in the discus and ranked 2nd overall in the shot put in the nation. However, all the athletes that participated in the AAU Olympics had performed at their personal best. We're striving to go further in this up coming season and many more in the future.



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12- xx authorizing the execution of Work Order 15-48A with Passero & Associates in the amount of \$6,000 for design revisions associated with 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 Palatka Riverfront Park is a multi-phased project spanning five (5) years. The City recently completed Phase III in the spring of 2015. This phase included the construction of two (2) storm water ponds associated with CDBG project C04. These ponds treat storm water runoff from C04 funded impervious areas (i.e. parking facilities, sidewalks, and pedestrian malls). During phase III construction the City encountered unforeseen environmental conditions. The City worked with St. Johns River Water Management District (SJRWMD) staff to seek a resolution that resulted in pond volume reduction. A reduction of 12,000 sf of impervious area is necessary for SJRWMD permit #125074-5 compliance. Therefore, a minor revision to the construction documents is necessary to remove 12,000 sf of impervious area to meet SJRWMD permitting requirements. Staff proposes to remove the roundabout feature and maintain the road configuration. This should net the needed impervious reduction without impacting the number of parking spaces, sidewalks and pedestrian malls. Staff proposes to prepare the necessary construction documents for the conversion of the riverfront storm water pond to a vaulted system. The total cost for this scope is \$6,000. This is not a CDBG reimbursable expense. Staff proposes a budget amendment to the Better Place Fund to cover the redesign costs.

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 and approval.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Work Order 15-48A with Passero & Associates in the amount of \$6,000 for design revisions associated with CDBG project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	1/6/2016 - 1:57 PM
City Clerk	Driggers, Betsy	Approved	1/19/2016 - 6:33 PM
City Manager	Suggs, Terry	Approved	1/20/2016 - 12:55 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:34 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:01 AM

RESOLUTION No. 2016

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF WORK ORDER 15-48A WITH PASSERO & ASSOCIATES IN THE AMOUNT OF \$6,000 FOR DESIGN REVISIONS ASSOCIATED WITH 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, design revisions are necessary for regulatory compliance; 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 15-48A for design revision services for the project; and

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

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 15-48A for design revision services for the CDBG C04 Riverfront Improvement Project.
2. That the expenditures of the City of Palatka Better Place Plan Fund for the Fiscal Year 2015-2016 Budget are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
101-18-519-8-6325	CDBG C04- SOUTHERN RIVERFRONT	\$ 766,023.00	\$ 6,100.00	\$ 772,123.00
TOTAL EXPENDITURES AMENDED:		\$3,140,278.00	\$ 3,140,278.00	\$3,140,278.00

3. That the reserves of the Better Place Plan Fund for the Fiscal Year 2015-2016 Budget are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
101-83-581-9-9907	BETTER PLACE RESERVE	\$ 169,655.00	\$ (6,100.00)	\$ 163,555.00

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 28th day of January, 2016.

CITY OF PALATKA

By: Its MAYOR

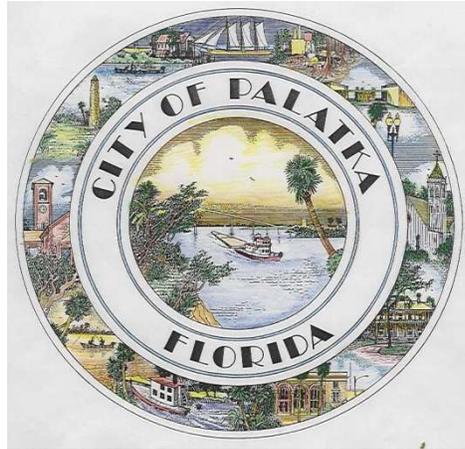
ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka



Palatka Riverfront Improvements Design (Revision) and Permitting Modifications

**Engineering Design (Revision), Permit
Modification, Contract Documents**

by

Passero Associates, LLC

PA Project No. 24000010.0048A

Work Order No. 15-48A

Palatka Riverfront Improvements – Design (Revision) and Permit Modifications
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; and the conversion of an existing stormwater management facility from above ground to underground.

Scope of Basic Services: Engineering Design (Revision), Permitting (modification), Contract Documents (Note: The previously completed Southern Riverfront Redevelopment design & bid documents, by Rudd Jones, PE and Associates, PA, will be revised and updated for rebidding; bidding administration will be included under a separate contract.) (see Attachment A).

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 \$ 6,000.00

Special Services Compensation and Method of Payment: NA NA

Total Project Cost: Not-to-Exceed \$ 6,000.00

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

Meetings: As needed and directed by the City.

- Deliverables:**
- 1. Engineering Design Document Revisions (to existing "Southern Riverfront Redevelopment" design)
 - 2. St. Johns River Water Management Permit Modification
 - 3. Bid documents

"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 – Design (Revisions) and Permitting Modification

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.

An existing above ground stormwater management facility shall be converted to an underground vaulted system.

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. Review available existing site data and documentation, including (if available) design surveys, as-built surveys, geotechnical reports, previously completed Southern Riverfront Redevelopment design documents by Rudd Jones, and existing St. Johns River Water Management permit documentation.

Note: Passero Associates will sub-contract and consult with Rudd Jones, PE (i.e., the original design engineer) on the revisions to the design drawings. Rudd Jones, PE will remain as the engineer-of-record for the revised design drawings.
2. Develop and assess the feasibility of various project alternatives for areas selected for design revision / modification. Review feasible project alternatives with the Client and identify selected alternatives for design revision and finalization.
3. Revise the site design.
4. Design a “vaulted,” underground stormwater pond to replace the existing, open, above-ground retention pond.
5. Prepare final (revised) bid set construction plans, and supplemental documents such as construction phasing plans.
6. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
7. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.

8. Prepare final contract agreements and technical specifications.
9. Submit advance final documents to the City & applicable funding agencies for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
10. Reproduce copies of the bid documents which include plans and specifications. These documents will be supplied to the City.

B. Permitting Phase

1. Apply for a modification to the existing Environmental Resource Permit with the St. Johns River Water Management District, based on the Client's selected project alternatives.
2. Coordinate the revised project design with the St. Johns River Water Management District, as required to obtain a permit modification.

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. NA

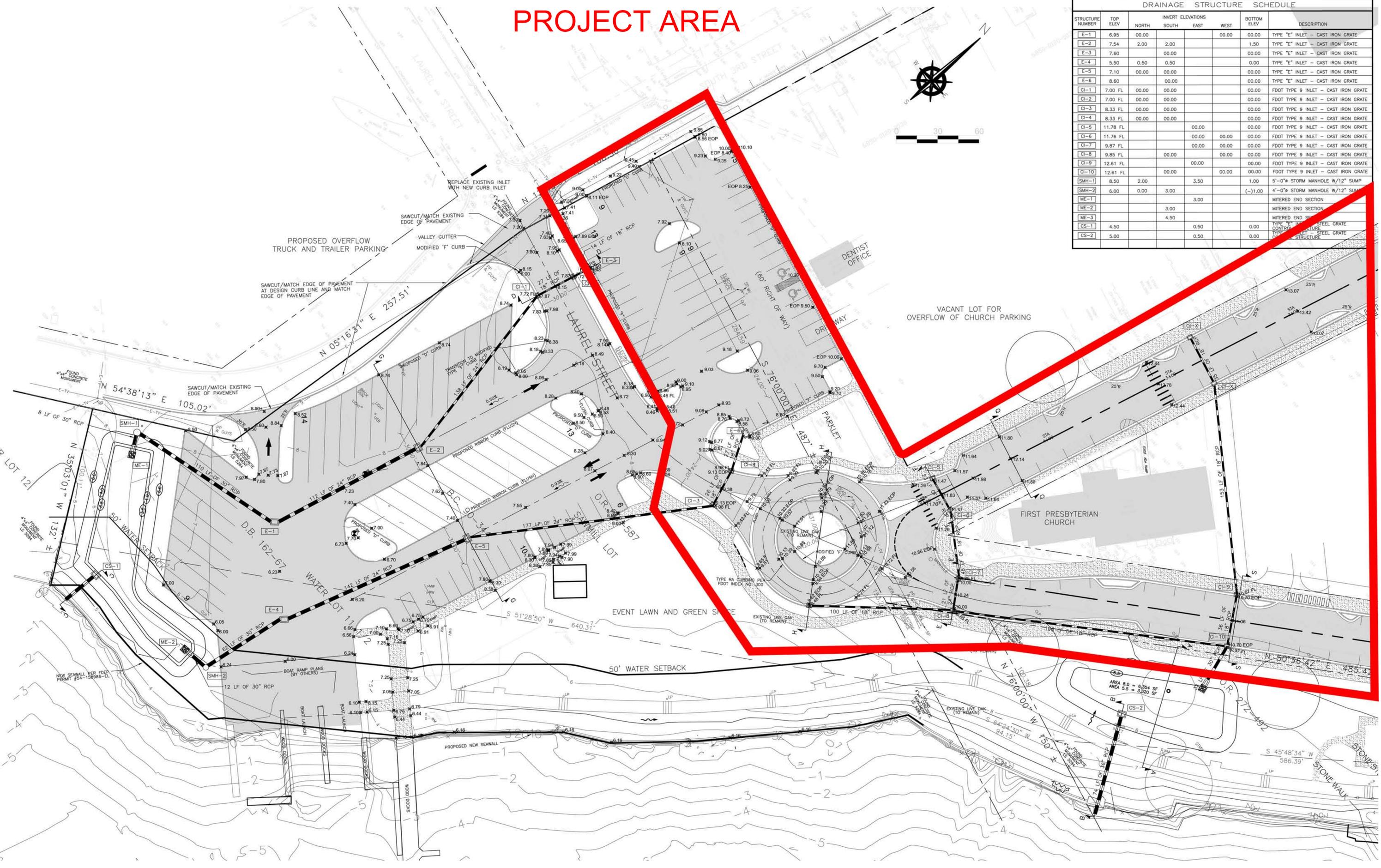
IV. Other Considerations

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 - 05 authorizing the submission of a Federal Aviation Administration FY 2016 Airport Improvement Program grant pre-application for obstruction/tree removal and mitigation (Phase I).

SUMMARY:

Attached is a Federal Aviation Administration pre-application for phase I of obstruction/tree removal and mitigation. Phase II of the project is expected to commence in FY 2017. On August 21, 2014 the FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport . Many of the trees are inaccessible to heavy equipment and located within wetlands. The scope of the project includes the removal of obstructions (trees) and mitigation of the affected wetland areas. The intent is to make these areas more accessible to routine mowing and maintenance to prevent future obstructions. See the detailed project information sheet (attached for specifics related to the scope. This request is for \$270,000 (90%) in FAA, \$15,000 (5%) State and \$15,000 (5%) City funds..

RECOMMENDED ACTION:

Adopt Resolution authorizing the submission of a Federal Aviation Administration FY 2016 Airport Improvement Program grant pre-application for obstruction/tree removal and mitigation (Phase I).

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution
▢ FAA Pre-Application	Backup Material
▢ Airport Aerial	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	1/21/2016 - 9:46 AM
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 11:46 AM
City Manager	Suggs, Terry	Approved	1/21/2016 - 2:17 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:35 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:04 AM

RESOLUTION NO. 2016

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST A FEDERAL AVIATION ADMINISTRATION
FY 2016 AIRPORT IMPROVEMENT PROGRAM GRANT PRE-
APPLICATION FOR OBSTRUCTION/TREE REMOVAL AND
MITIGATION**

WHEREAS, on August 21, 2014, The FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport.

WHEREAS, many of the trees are inaccessible to heavy equipment and are located within protected wetlands;

WHEREAS, the scope of work exceeds the City's in-house operations and financial capacity;

WHEREAS, the City of Palatka desires to remove the obstructions and to mitigate the affected areas to allow for future maintenance; and

WHEREAS, the total project cost for the above project is estimated at \$300,000.00, with the FAA funding up to 90% of the total eligible cost, or \$270,000, and with the Florida Department of Transportation (FDOT) funding 5%, or \$15,000.00 and the City of Palatka funding the remaining 5%, or \$15,000.00 of the total eligible cost; and

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

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Grant Application

NOW THEREFORE, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the City of Palatka grant pre-application to FAA for the aforementioned grant funds for obstruction/tree removal and mitigation (the PROJECT); and
2. That the City Manager and City Clerk of the City of Palatka are hereby authorized to execute and attest the FAA pre-application in the amount of \$270,000, which represents up to 90% of the total eligible costs associated with the above referenced PROJECT.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 28th day of January, 2016.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

Federal Assistance Request Checklist

Airport:	Palatka Municipal Airport (28J)
Sponsor:	City of Palatka
City, State:	Palatka, Florida
Date of Application:	01/21/2016
Type of Application:	2016 Pre-Application – Development

Cover Letter:

- 1. Letter of Credit method of payment requested.
- 2. Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
- 3. If pre-application, proposed application date identified.
- 4. If application, any changes to requested amount are identified and reasons provided.
- 5. If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
- 6. If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Pre Application:

- 7. Standard Form 424; Form 5100-100 (Part II and Part III)
- 8. Detailed Project Information Sheet
- 9. Project Cost Estimates – One for each project and a summary
- 10. Project Sketch – One for each or one drawing with all projects
- 11. Environmental Determination Documentation for each project (CATEX Checklist, Copy of FONSI or ROD Signature Page)
- 12. Individual Project Schedules
- 13. Airport Sponsor AIP Certifications
- 14. Exhibit "A" (Airport Property Inventory Map) (by reference)
- 15. Exhibit "C" (Title Opinion) (by reference)

Application:

- 13. Standard Form 424; Form 5100-100 (Part II); Form 5100-101 (Part III)
- 14. Detailed Project Information Sheet
- 15. Individual Project Cost Breakdowns and Total Cost Summary
- 16. Bid Tabulations and Recommendation for Award Letter or:
 - 16.1 Construction Agreement
 - 16.2 Consultant-Inspection Agreement
 - 16.3 Consultant – Design Agreement
 - 16.4 Consultant – Planning Agreement
- 17. Project Sketch – One for each or one drawing with all projects
- 18. Environmental Determination Documentation for each project
- 19. Individual Project Schedules
- 20. Appraisals (Land Acquisition Projects)
- 21. Independent Cost Estimates (Design-Only Projects or Construction Phase Services)
- 22. Airport Sponsor AIP Certifications
- 23. Exhibit "A" (Airport Property Inventory Map)
- 24. Exhibit "C" (Title Opinion)

Standard Form 424

Application for Federal Assistance SF-424		
* 1. Type of Submission <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:	4. Application Identifier:	
5a. Federal Entity Identifier: 28J	* 5b. Federal Award Identifier:	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Palatka		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000401	*c. Organizational DUNS: 01-059-5445	
d. Address:		
* Street1: 201 N. 2nd Street Street 2: * City: Palatka County: Putnam * State: Florida Province: Country: USA *Zip/ Postal Code: 32177		
e. Organizational Unit:		
Department Name: City Hall	Division Name: Airport	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. Middle Name: K. * Last Name: Suggs Suffix:	First Name: Terry	
Title: City Manager		
Organizational Affiliation: N/A		
* Telephone Number: (386) 329-0104		Fax Number: (386) 329-0106
* Email: tsuggs@palatka-fl.gov		

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number: N/A

Title:

13. Competition Identification Number: N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Palatka, County of Putnam

* 15. Descriptive Title of Applicant's Project:

Obstruction/Tree Removal and Mitigation (Phase 1)

Attach supporting documents as specified in agency instructions.

Standard Form 5100-100 (Part II)

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
<p>Item 1. Does this assistance request require State, local, regional, or other priority rating?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Governing Body:</p> <p>Priority:</p>
<p>Item 2. Does this assistance request require State, or local advisory, educational or health clearances?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Agency or Board:</p> <p>(Attach Documentation)</p>
<p>Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(Attach Comments)</p>
<p>Item 4. Does this assistance request require State, local, regional, or other planning approval?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Approving Agency:</p> <p>Date:</p>
<p>Item 5. Is the proposal project covered by an approved comprehensive plan?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Check one: State <input type="checkbox"/></p> <p style="padding-left: 100px;">Local <input type="checkbox"/></p> <p style="padding-left: 100px;">Regional <input type="checkbox"/></p> <p>Location of Plan:</p>
<p>Item 6. Will the assistance requested serve a Federal installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Federal Population benefiting from Project:</p>
<p>Item 7. Will the assistance requested be on Federal land or installation?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Name of Federal Installation:</p> <p>Location of Federal Land:</p> <p>Percent of Project: %</p>
<p>Item 8. Will the assistance requested have an impact or effect on the environment?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>
<p>Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of:</p> <p style="padding-left: 20px;">Individuals:</p> <p style="padding-left: 20px;">Families:</p> <p style="padding-left: 20px;">Businesses:</p> <p style="padding-left: 20px;">Farms:</p>
<p>Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>(See instructions for additional information to be provided.)</p>

**Palatka Municipal Airport (28J)
Airport Improvement Program
2016 Grant Pre-Application**

Project Title: Obstruction/Tree Removal and Mitigation (Phase 1)

Attachment to FAA Form 5100-100, Part II, Item 10.

Item 10: Is there other related Federal assistance on this project previous, pending, or anticipated?

Yes – Phase 2 of the Project. Subsequent to the completion of Phase 1 of this Project, we anticipate for 2017: FAA-AIP 20.106 Development Grant for the Design, Bid/Award, and Construction phases of an On-Airport Tree Obstruction Removal Project.

Standard Form 5100-100 (Part III)

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL			
1. Federal Domestic Assistance Catalog Number: <u>20.106</u>			
2. Functional or Other Breakout: <u>FAA Airport Improvement Program</u>			
SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 0.00
2. Preliminary expense			80,000.00
3. Land, structures, right-of-way			0.00
4. Architectural engineering basic fees			0.00
5. Other Architectural engineering fees			0.00
6. Project inspection fees			20,000.00
7. Land development			0.00
8. Relocation Expenses			0.00
9. Relocation payments to Individuals and Businesses			0.00
10. Demolition and removal			0.00
11. Construction and project improvement			200,000.00
12. Equipment			0.00
13. Miscellaneous			0.00
14. Total (Lines 1 through 13)			300,000.00
15. Estimated Income (if applicable)			0.00
16. Net Project Amount (Line 14 minus 15)			300,000.00
17. Less: Ineligible Exclusions			0.00
18. Add: Contingencies			0.00
19. Total Project Amt. (Excluding Rehabilitation Grants)			300,000.00
20. Federal Share requested of Line 19			270,000.00
21. Add Rehabilitation Grants Requested (100 Percent)			0.00
22. Total Federal grant requested (lines 20 & 21)			270,000.00
23. Grantee share			15,000.00
24. Other shares			15,000.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$ 300,000.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$
b. Mortgages		
c. Appropriations (By Applicant)		15,000.00
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		15,000.00
28. Other Shares		
a. State		15000.00
b. Other		
c. Total Other Shares		15,000.00
29. TOTAL		\$ 30,000.00
SECTION E – REMARKS		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

Detailed Project Information Sheet

**Detailed Project Information Sheet
 Airport Improvement Program
 2016 Grant Pre-Application**

Airport: Palatka Municipal Airport (28J)

City, State: Palatka, Florida

Project Title: Obstruction/Tree Removal & Mitigation (Phase 1)

Project Description: Conduct design, bidding, and tree/obstruction removal (Phase 1). Note: A documented environmental assessment of tree removal and mitigation strategies for the purpose of on-airport obstruction tree removal in southwest of Runway 9-27 and the eastern approach to Runway 9-27 is underway (funded by FDOT).

Project Justification: On August 21, 2014, the FAA provided a list of trees affecting navigation to Runway 9-27 at Palatka Municipal Airport. The list of trees is included as an attachment to the project sketch, as well as the FDOT inspection of 2015. Since the City has not yet been able to provide corrective action (removal) of the trees, the airport has already been adversely affected, as the FAA has restricted the instrument approaches to Runway 9-27 to daytime use only. In 2015, the FDOT inspection provided an additional list of trees that were obstructions to FAR Part 77 surfaces.

Note: Many of the trees are inaccessible to heavy equipment and are located within protected wetlands. Therefore, environmental resource permitting will be required.

This project will support the permitting, engineering design, bidding, and construction required to remove the on-airport trees and provide verification of removal to the FAA and FDOT (Phase 1).

It is expected that this will be a multi-phase project. Will need to conduct updated PAPI flight check when the obstructions/trees are removed.

Special Circumstances: None.

Project Cost Information:

Total Cost (100%)	FAA Share (90%)	State (5%)	Local (5%)
\$300,000.00	\$270,000.00	\$15,000.00	\$15,000.00

Type of Funding Proposed (FAA Share Only)			
<u>Fund Type</u>	<u>Funds Available</u>	<u>Funds to be Used</u>	<u>Funds Remaining</u>
2015 Non-Primary Entitlement	\$120,000.00	\$120,000.00	\$0.00
2016 Non-Primary Entitlement	\$150,000.00	\$150,000.00	\$0.00
Total	\$270,000.00	\$270,000.00	\$0.00

Alternate Funding Plan: None.

Individual Project Cost Breakdown
and
Total Cost Summary

**Palatka Municipal Airport (28J)
Airport Improvement Program
2016 Grant Pre-Application**

Project Cost Estimate

Project Title: Obstruction/Tree Removal and Mitigation (Phase 1)

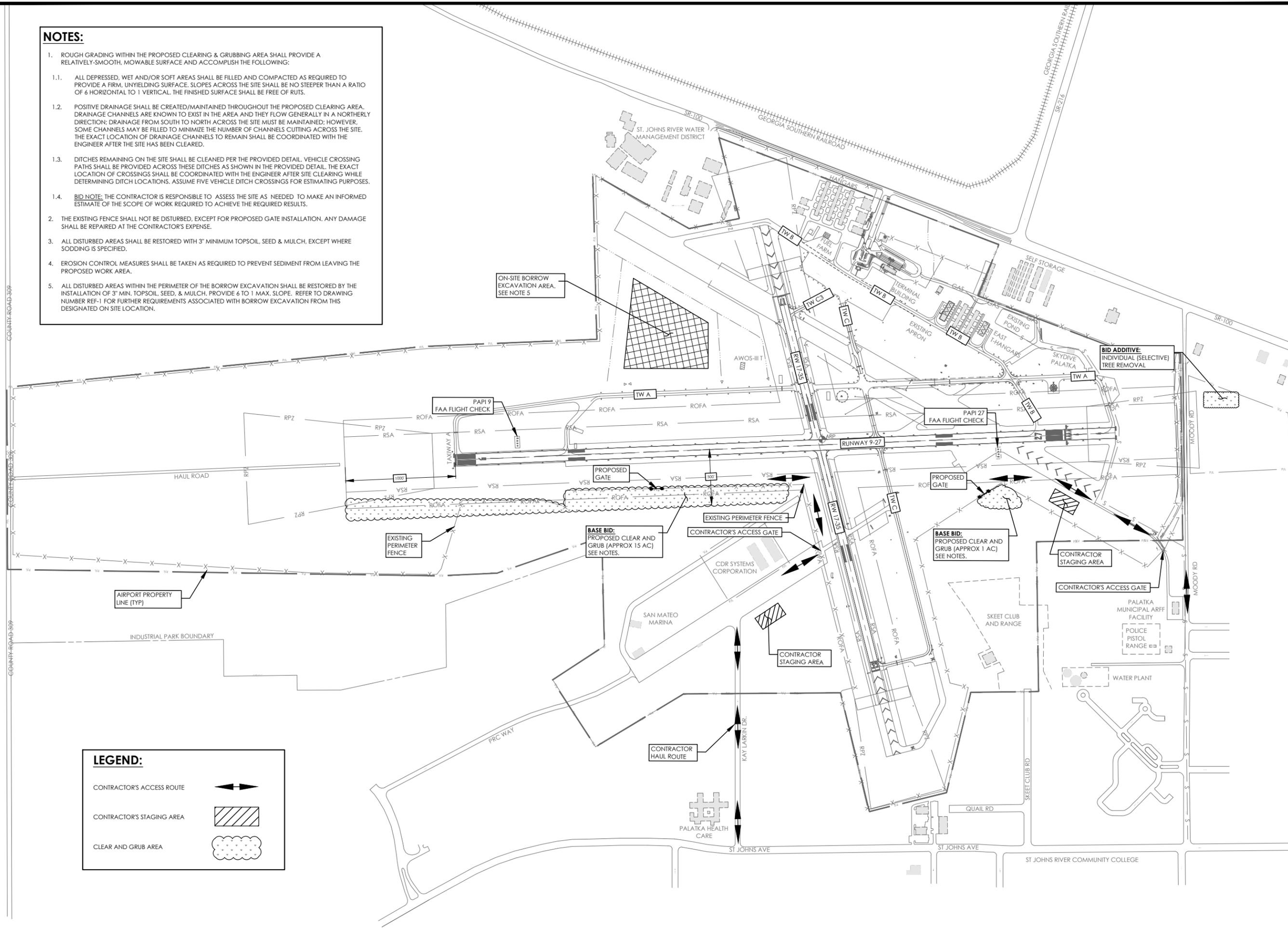
	<u>Cost (100%)</u>	<u>FAA (90%)</u>
Professional Consulting Services		
Design	\$ 20,000.00	\$ 18,000.00
Mitigation (within wetlands)	\$ 60,000.00	\$ 54,000.00
Bidding & Construction Administration/Inspection	\$ 20,000.00	\$ 18,000.00
Obstruction/Tree Removal	<u>\$200,000.00</u>	<u>\$180,000.00</u>
Total Amount	<u>\$300,000.00</u>	<u>\$270,000.00</u>

Note: The FDOT will also be providing an additional \$200,000.00 to \$300,000.00 for the construction phase of the project.

Project Sketch

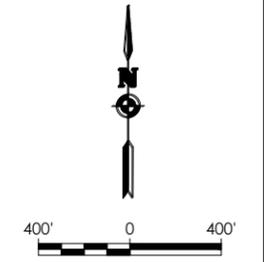
Drawing name: \\passero2006\florida_projects\active_projects\2004\24010.47 - On-Airport Obstruction (Tree) Removal\Drawings\Airpc24010.47_03_General Plan.dwg May 26, 2015 9:33am by: m.jason

- NOTES:**
- ROUGH GRADING WITHIN THE PROPOSED CLEARING & GRUBBING AREA SHALL PROVIDE A RELATIVELY-SMOOTH, MOWABLE SURFACE AND ACCOMPLISH THE FOLLOWING:
 - ALL DEPRESSED, WET AND/OR SOFT AREAS SHALL BE FILLED AND COMPACTED AS REQUIRED TO PROVIDE A FIRM, UNYIELDING SURFACE. SLOPES ACROSS THE SITE SHALL BE NO STEEPER THAN A RATIO OF 6 HORIZONTAL TO 1 VERTICAL. THE FINISHED SURFACE SHALL BE FREE OF RUTS.
 - POSITIVE DRAINAGE SHALL BE CREATED/MAINTAINED THROUGHOUT THE PROPOSED CLEARING AREA. DRAINAGE CHANNELS ARE KNOWN TO EXIST IN THE AREA AND THEY FLOW GENERALLY IN A NORTHERLY DIRECTION; DRAINAGE FROM SOUTH TO NORTH ACROSS THE SITE MUST BE MAINTAINED; HOWEVER, SOME CHANNELS MAY BE FILLED TO MINIMIZE THE NUMBER OF CHANNELS CUTTING ACROSS THE SITE. THE EXACT LOCATION OF DRAINAGE CHANNELS TO REMAIN SHALL BE COORDINATED WITH THE ENGINEER AFTER THE SITE HAS BEEN CLEARED.
 - DITCHES REMAINING ON THE SITE SHALL BE CLEANED PER THE PROVIDED DETAIL. VEHICLE CROSSING PATHS SHALL BE PROVIDED ACROSS THESE DITCHES AS SHOWN IN THE PROVIDED DETAIL. THE EXACT LOCATION OF CROSSINGS SHALL BE COORDINATED WITH THE ENGINEER AFTER SITE CLEARING WHILE DETERMINING DITCH LOCATIONS. ASSUME FIVE VEHICLE DITCH CROSSINGS FOR ESTIMATING PURPOSES.
 - BID NOTE:** THE CONTRACTOR IS RESPONSIBLE TO ASSESS THE SITE AS NEEDED TO MAKE AN INFORMED ESTIMATE OF THE SCOPE OF WORK REQUIRED TO ACHIEVE THE REQUIRED RESULTS.
 - THE EXISTING FENCE SHALL NOT BE DISTURBED, EXCEPT FOR PROPOSED GATE INSTALLATION. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - ALL DISTURBED AREAS SHALL BE RESTORED WITH 3" MINIMUM TOPSOIL, SEED & MULCH, EXCEPT WHERE SODDING IS SPECIFIED.
 - EROSION CONTROL MEASURES SHALL BE TAKEN AS REQUIRED TO PREVENT SEDIMENT FROM LEAVING THE PROPOSED WORK AREA.
 - ALL DISTURBED AREAS WITHIN THE PERIMETER OF THE BORROW EXCAVATION SHALL BE RESTORED BY THE INSTALLATION OF 3" MIN. TOPSOIL, SEED, & MULCH, PROVIDE 6 TO 1 MAX. SLOPE. REFER TO DRAWING NUMBER REF-1 FOR FURTHER REQUIREMENTS ASSOCIATED WITH BORROW EXCAVATION FROM THIS DESIGNATED ON SITE LOCATION.



LEGEND:

- CONTRACTOR'S ACCESS ROUTE
- CONTRACTOR'S STAGING AREA
- CLEAR AND GRUB AREA



BID SET

Stamp:
 Client:
City of Palatka

201 North 2nd Street
 Palatka, FL 32177

Passero Associates
 13453 N. Main Street Jacksonville, FL 32218
 (904) 757-6100
 Fax: (904) 757-6107
 Certificate of Authorization # 3428

Principal-in-Charge: Andrew Holesko
 Project Manager: Matt Singletary, P.E.
 Designed by: Matt Singletary, P.E.
 Designed by: Mark Joson, E.I.T.

Revisions

No.	Date	By	Description

UNAUTHORIZED USE OF THESE DRAWINGS IS IN VIOLATION OF FLORIDA ADMINISTRATIVE CODE 61G15-27.001 AND FLORIDA STATUTES 471.08(3). THESE PLANS ARE COPYRIGHT PROTECTED.

GENERAL PLAN

On-Airport Obstruction (Tree) Removal

Palatka Municipal Airport
 Town/City: Palatka
 County: Putnam State: Florida

Project No.
24000010.0047

Drawing No.
3

Date
May, 2015

The penetrations below for R09/27 need to be mitigated in order to keep from having Procedure N/A at night. Both R09 and R27 have Glidepath Qualification surface penetrations that will need to be removed. Provide the Eastern Flight Procedures Team with information on how the tree/obstructions were mitigated. Use column "A" to indicate how the obstruction was mitigated. See example below.

Example

Status (Mitigated)
 Remove or marked and lighted,
 Trimmed or VGSI mitigation option if
 approved by Flight Standards. If
 Trimmed, then you will need to provide
 the Site Elevation, the AGL elevation of
 the remaining tree and provide the
 accuracy level of at least 1A (3'
 Vertical, 20' Horizontal or better.).
 Alternate is to indicate that no action
 taken.

Status	Description	Obs Number	Penetration	Eff MSL	MSL	Vert Acc	Trees	AAO	Marked/Lit Lat	Lon	Horiz Acc	Dist C/I	Offset Dist
	K28J 20:1 obstruction Issues that need to be addressed.												
	28J R09 20:1 surface penetration												
TREE	K28JT0044	48.69 ft	93.00 ft	93.00 ft	20.00 ft	---	---	---	No	29°39'31.870" N	081°42'05.140" W	50 ft	0.07 NM 0.07 NM
TREE	K28JT0001	48.34 ft	87.00 ft	87.00 ft	20.00 ft	---	---	---	No	29°39'31.740" N	081°42'03.850" W	50 ft	0.05 NM 0.06 NM
TREE	K28JT0037	45.74 ft	79.00 ft	79.00 ft	20.00 ft	---	---	---	No	29°39'31.850" N	081°42'02.630" W	50 ft	0.04 NM 0.06 NM
TREE	K28JT0041	42.26 ft	99.00 ft	99.00 ft	20.00 ft	---	---	---	No	29°39'32.080" N	081°42'07.970" W	50 ft	0.11 NM 0.07 NM
TREE	K28JT0081	39.49 ft	80.00 ft	80.00 ft	20.00 ft	---	---	---	No	29°39'24.140" N	081°42'03.860" W	50 ft	0.06 NM 0.06 NM
TREE	K28JT0003	38.33 ft	84.00 ft	84.00 ft	20.00 ft	---	---	---	No	29°39'24.150" N	081°42'05.030" W	50 ft	0.08 NM 0.06 NM
TREE	K28JT0043	34.91 ft	98.00 ft	98.00 ft	20.00 ft	---	---	---	No	29°39'31.870" N	081°42'09.400" W	50 ft	0.13 NM 0.07 NM
TREE	K28JT0038	33.36 ft	85.00 ft	85.00 ft	20.00 ft	---	---	---	No	29°39'31.280" N	081°42'08.770" W	50 ft	0.10 NM 0.06 NM
TREE	K28JT0083	31.61 ft	90.00 ft	90.00 ft	20.00 ft	---	---	---	No	29°39'23.630" N	081°42'07.890" W	50 ft	0.12 NM 0.07 NM
TREE	K28JT0004	30.76 ft	82.00 ft	82.00 ft	20.00 ft	---	---	---	No	29°39'24.250" N	081°42'06.300" W	50 ft	0.09 NM 0.06 NM
TREE	K28JT0005	30.13 ft	93.00 ft	93.00 ft	20.00 ft	---	---	---	No	29°39'23.900" N	081°42'08.920" W	50 ft	0.13 NM 0.06 NM
TREE	K28JT0028	26.92 ft	60.00 ft	60.00 ft	20.00 ft	---	---	---	No	29°39'24.250" N	081°42'02.180" W	50 ft	0.04 NM 0.06 NM
TREE	K28JT0014	24.29 ft	93.00 ft	93.00 ft	20.00 ft	---	---	---	No	29°39'24.170" N	081°42'10.260" W	50 ft	0.15 NM 0.06 NM
TREE	K28JT0006	23.30 ft	81.00 ft	81.00 ft	20.00 ft	---	---	---	No	29°39'23.960" N	081°42'07.750" W	50 ft	0.12 NM 0.06 NM
TREE	K28JT0047	22.46 ft	100.00 ft	100.00 ft	20.00 ft	---	---	---	No	29°39'30.940" N	081°42'12.630" W	50 ft	0.18 NM 0.06 NM
TREE	K28JT0013	21.30 ft	95.00 ft	95.00 ft	20.00 ft	---	---	---	No	29°39'23.200" N	081°42'11.340" W	50 ft	0.17 NM 0.07 NM
TREE	K28JT0040	20.75 ft	78.00 ft	78.00 ft	20.00 ft	---	---	---	No	29°39'31.040" N	081°42'08.030" W	50 ft	0.11 NM 0.05 NM
TREE	K28JT0042	19.49 ft	87.00 ft	87.00 ft	20.00 ft	---	---	---	No	29°39'31.060" N	081°42'10.360" W	50 ft	0.15 NM 0.06 NM
TREE	K28JT0010	16.58 ft	91.00 ft	91.00 ft	20.00 ft	---	---	---	No	29°39'24.260" N	081°42'11.560" W	50 ft	0.17 NM 0.06 NM
TREE	K28JT0016	13.46 ft	82.00 ft	82.00 ft	20.00 ft	---	---	---	No	29°39'23.020" N	081°42'10.160" W	50 ft	0.15 NM 0.08 NM
TREE	K28JT0084	7.27 ft	93.00 ft	93.00 ft	20.00 ft	---	---	---	No	29°39'23.930" N	081°42'14.110" W	50 ft	0.21 NM 0.06 NM
TREE	K28JT0018	7.24 ft	96.00 ft	96.00 ft	20.00 ft	---	---	---	No	29°39'24.000" N	081°42'14.800" W	50 ft	0.22 NM 0.06 NM
TREE	K28JT0048	6.79 ft	81.00 ft	81.00 ft	20.00 ft	---	---	---	No	29°39'31.780" N	081°42'11.920" W	50 ft	0.17 NM 0.07 NM
TREE	K28JT0053	6.66 ft	92.00 ft	92.00 ft	20.00 ft	---	---	---	No	29°39'31.330" N	081°42'14.420" W	50 ft	0.21 NM 0.06 NM
TREE	K28JT0011	6.44 ft	86.00 ft	86.00 ft	20.00 ft	---	---	---	No	29°39'23.580" N	081°42'12.690" W	50 ft	0.19 NM 0.07 NM
TREE	K28JT0054	3.24 ft	85.00 ft	85.00 ft	20.00 ft	---	---	---	No	29°39'32.270" N	081°42'13.660" W	50 ft	0.20 NM 0.08 NM
TREE	K28JT0023	1.80 ft	101.00 ft	101.00 ft	20.00 ft	---	---	---	No	29°39'24.180" N	081°42'17.180" W	50 ft	0.25 NM 0.05 NM
TREE	K28JT0030	0.30 ft	109.00 ft	109.00 ft	20.00 ft	---	---	---	No	29°39'22.990" N	081°42'19.270" W	50 ft	0.28 NM 0.07 NM



These trees need to be removed or mitigated using a VGSI to prevent the procedure from having a NOTE "Procedure N/A at night". In addition to the 20:1 visibility surface penetrations, there is one Glidepath Qualification Surface (GQS) penetration that must be removed in order to keep the current LPV minimums.

Status	Description	Obs Number	Penetration	Eff MSL	MSL	Vert Acc	Trees	AAO	Marked/Lit Lat	Lon	Horiz Acc	Dist C/I	Offset Dist
	28J R27 20:1 surface penetration												
TREE	K28JT0225	19.69 ft	99.00 ft	99.00 ft	20.00 ft	---	---	---	No	29°39'36.000" N	081°40'44.280" W	50 ft	0.19 NM 0.08 NM
TREE	K28JT0235	11.63 ft	97.00 ft	97.00 ft	20.00 ft	---	---	---	No	29°39'36.490" N	081°40'42.930" W	50 ft	0.21 NM 0.09 NM
TREE	K28JT0209	11.58 ft	96.00 ft	96.00 ft	20.00 ft	---	---	---	No	29°39'35.830" N	081°40'43.110" W	50 ft	0.21 NM 0.08 NM
TREE	K28JT0211	4.45 ft	82.00 ft	82.00 ft	20.00 ft	---	---	---	No	29°39'26.180" N	081°40'44.150" W	50 ft	0.18 NM 0.08 NM
TREE	K28JT0210	3.72 ft	81.00 ft	81.00 ft	20.00 ft	---	---	---	No	29°39'27.240" N	081°40'44.270" W	50 ft	0.18 NM 0.07 NM
TREE	K28JT0178	3.23 ft	110.00 ft	110.00 ft	20.00 ft	---	---	---	No	29°39'35.500" N	081°40'38.020" W	50 ft	0.28 NM 0.07 NM
TREE	K28JT0176	1.99 ft	94.00 ft	94.00 ft	20.00 ft	---	---	---	No	29°39'35.140" N	081°40'41.350" W	50 ft	0.23 NM 0.06 NM



These trees need to be removed or mitigated using a VGSI to prevent the procedure from having a NOTE "Procedure N/A at night". In addition to the 20:1 visibility surface penetrations, there are two Glidepath Qualification Surface (GQS) penetrations that must be removed in order to keep the current LPV minimums.

Status	Description	Obs Number	Penetration	Eff MSL	MSI	Vert Acc	Permitted	Trees	AAO	Lat	Lon	Hor Acc	Dist C/L	Offset C/L	
	28JR09 GQS penetrations														
TREE	K28JT0035 GQS	23.16 ft	125.00 ft	105.00 ft	20.00 ft	Unchecker	---	---	---	29°39'23.950" N	081°42'22.470" W	50 ft	0.33 NM	0.05 NM	
	28J R27 GQS penetrations														
TREE	K28JT0179 GQS	34.56 ft	123.00 ft	103.00 ft	20.00 ft	Unchecker	---	---	---	29°39'34.290" N	081°40'38.550" W	50 ft	0.27 NM	0.05 NM	
TREE	K28JT0177 GQS	4.30 ft	91.00 ft	91.00 ft	20.00 ft	Unchecker	---	---	---	29°39'34.610" N	081°40'39.690" W	50 ft	0.26 NM	0.05 NM	

Note: While reviewing the 20:1 Penetrations to determine which Trees/obstructions need to be mitigated by removal, trimming, or by using a VGSI, three additional trees were found to penetrate the Glidepath Qualification Surface (GQS). These trees will need to be removed so that LPV minimums can continue to be used.



State of
FLORIDA



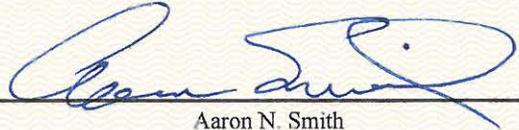
Department of Transportation
Airport License

Palatka Municipal-Lt. Kay Larkin Field is licensed as a public use airport in the County of Putnam on property located at latitude 29° 39' 30.89"N and longitude 81° 41' 19.3" for the period commencing 7/1/2015 to 5/31/2016 in accordance with the provisions of the State Airport Licensing Law, and subject to the conditions attached hereto.

When inspected on 2/24/2015, this airport did not meet state airport standards of safety for aeronautical use but the Department has determined pursuant to Chapter 330.306 Florida Statutes that an exception is justified by unusual circumstances or is in the interest of public convenience and does not endanger the public health, safety, or welfare. Safe air traffic patterns have been developed for this and other licensed airports in the vicinity. This license is revocable if unsafe conditions develop or for other reasons stated in the State Airport Licensing Law or the rules and regulations adopted there under. This license shall in no way be interpreted as a warranty by the Department of Transportation of the continuing safety of the airport beyond the inspection date.

This certificate must be posted at all times at the airport to which it applies.

Issue Date: 6/29/2015
FAA Site No.: 03421.*A
License Category: **Public Special**


Aaron N. Smith
State Aviation Manager

Facility Name: **Palatka Municipal-Lt. Kay Larkin Field**

Site No.: **03421.*A**

CONDITIONS

A. This Airport has the following approach limitations.

1. Runway 09/27 is available for non-precision instrument and visual approaches.

a. Runway 09 is FAR 77 category C.

b. Runway 27 is FAR 77 category B(V).

2. Runway 17/35 is available for visual approaches only.

a. Runway 17 is FAR 77 category A(V).

b. Runway 35 is FAR 77 category A(V).

3. Runway 27 threshold is displaced 450 feet.

B. This Airport is issued a Special License pursuant to Chapter 330.30(2)(b), F.S.

The department may license a public airport that does not meet standards only if it determines that such an exception is justified by unusual circumstances or is in the interest of public convenience and does not endanger the public health, safety, or welfare. Such a license shall bear the designation "special" and shall state the conditions subject to which the license is granted.

1. Runway 27 marked displaced threshold (450 feet) approach surface ratio is 30:1 due to trees that are 54 feet tall, 1160 feet before the approach end of the runway, 250 feet right of centerline. The required approach surface ratio for a non-precision instrument runway is 34:1 .

Environmental Determination
Documentation

**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Palatka Municipal Airport (28J) Project Title: Obstruction/Tree Removal and Mitigation (Phase 1)

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. Identify the applicable action(s) from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6. **FAA Order 1050.1F, paragraph 5-6.4.**

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport’s current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term “highly controversial on environmental grounds” means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action’s environmental impacts or over the action’s risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.

Signature of Authorized Airport Representative Date

FAA Determination (signature of Program Manager):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Palatka Municipal Airport (28J)

Prepared and certified by: Passero Associates, LLC Date: 01/08/2016

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED	X		FAA Order 1050.1F, 5-6.4 Note: A Documented EA is being prepared for this project; it is currently underway.
THE PROPOSED ACTION CONSISTS OF:		X	
Helicopter facilities or operations		X	
Land acquisition		X	
New airport serving general aviation		X	
Access or service road construction		X	
New airport location		X	
New runway		X	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	
Converting prime or unique farmland		X	
Runway Safety Area (RSA) improvements		X	
ILS or ALS installation		X	
Airport development (hangars, terminal expansion)		X	
On-airport aboveground or underground fuel storage tanks		X	
Construction, reconstruction, or relocation of an ATCT		X	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		X	
Section 4(f) or 6(f) resources		X	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways	X		Modify Existing Permit; also excluded per 1050.1F, 5-6.6. See Attached Detailed explanation for this "Yes" answer.
Energy supply or natural resources		X	
Protected rivers or river segments		X	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		X	
Air quality or violate Federal, state, tribal or local standards		X	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		X	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		X	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		X	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		X	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

**Palatka Municipal Airport (28J)
Airport Improvement Program
2016 Grant Pre-Application**

Project Title: Obstruction/Tree Removal and Mitigation (Phase 1)

Attachment to FAA Orlando ADO – CATEX Short Form Checklist

Checklist Item: The Proposed Action will affect Wetlands...

Yes – Note: A Documented Environmental Assessment (EA) is currently underway, funded by the FDOT. It will be completed prior to any FAA funds being committed to the construction phase of the Project.

Project Schedule

**Palatka Municipal Airport (28J)
Airport Improvement Program
2016 Grant Pre-Application**

Proposed Project Schedule

Project: Obstruction/Tree Removal and Mitigation (Phase 1)

Proposed Project Schedule:

Dates:

Submittal of Project Grant Pre-Application to FAA	01/2016
FDOT-Funded EA (underway & complete)	02/2016 -04/2016
Design, Bid, Recommendation of Award completed	04/2016
Submit Grant Application to FAA	05/2016
Submittal of Project Grant Application to FAA	05/2016
Execution of FAA Grant	06/2016
Commence work on Construction (Obstruction/Tree Removal, Phase 1)	08/2016
Project Completed	12/2016
Project Close-Out	01/2017

Sponsor Certifications to the FAA

Selection of Consultants

Drug-Free Workplace

Project Plans and Specifications

Equipment-Construction

Construction Project Final Acceptance

**U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 SELECTION OF CONSULTANTS**

City of Palatka

(Sponsor)

Palatka Municipal Airport (28J)

(Airport)

(Project Number)

Description of Work:

Obstruction/Tree Removal and Mitigation (Phase 1)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be-prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contact provisions for grant-assisted contracts have been or-will be-included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked “no” that is correct and complete.

City of Palatka

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Terry K. Suggs

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

City of Palatka

(Sponsor)

Palatka Municipal Airport (28J)

(Airport)

(Project Number)

Description of Work:

Obstruction/Tree Removal and Mitigation (Phase 1)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Abide by the terms of the statement; and			

	Yes	No	N/A
<p>b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.</p>			
<p>5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:</p>			
<p>a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.</p>			
<p>7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Palatka

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Terry K. Suggs

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Palatka

Palatka Municipal Airport (28J)

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Obstruction/Tree Removal and Mitigation (Phase 1)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Palatka

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Terry K. Suggs

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS**

City of Palatka

(Sponsor)

Palatka Municipal Airport (28J)

(Airport)

(Project Number)

Description of Work:

Obstruction/Tree Removal and Mitigation (Phase 1)

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Palatka, FL

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Terry K. Suggs

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

	Yes	No	N/A
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Applicable close out financial reports have been (will be) submitted to the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Palatka, FL

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

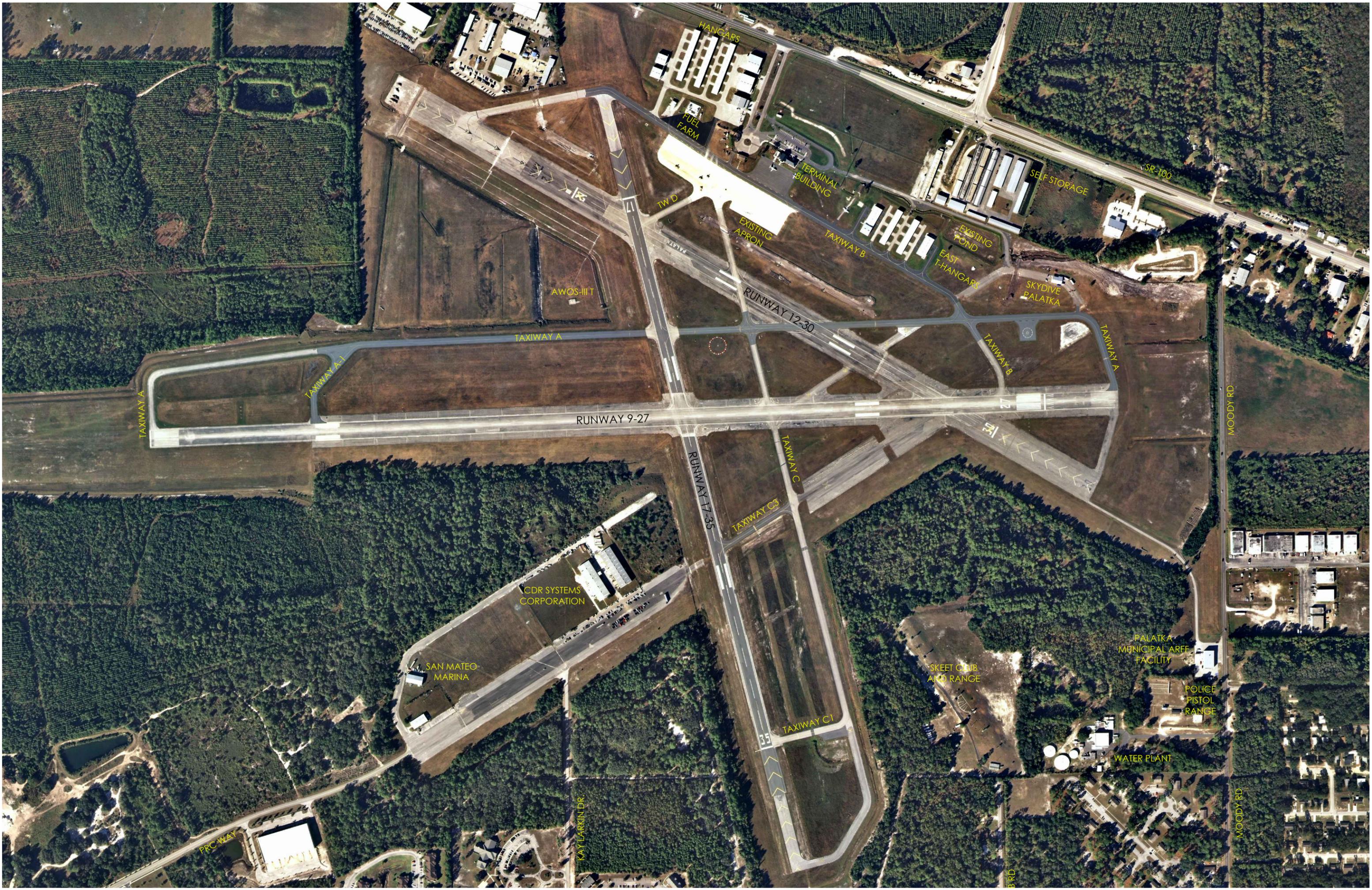
Terry K. Suggs

(Typed Name of Sponsor's Designated Official Representative)

City Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)



RUNWAY 9-27

RUNWAY 12-30

RUNWAY 17-35

TAXIWAY A

TAXIWAY A-1

TAXIWAY B

TAXIWAY C

TAXIWAY C3

TAXIWAY C1

TW D

AWOS-III T

FUEL FARM

TERMINAL BUILDING

SELF STORAGE

EXISTING POND

EAST T-HANGAR

SKYDIVE PALATKA

CDR SYSTEMS CORPORATION

SAN MATEO MARINA

SKEET CLUB AND RANGE

WATER PLANT

POLICE PISTOL RANGE

PALATKA MUNICIPAL AREE FACILITY

SR-100

MOODY RD

KAYLARKIN DR.

PRC-WAY

BRD



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt resolution 2016-12-06 authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with FDOT in the amount of \$62,000 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FDOT REDI funded)

SUMMARY:

On August 21, 2014 the FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport . Many of the trees are inaccessible to heavy equipment and located within wetlands. The scope of the project includes the removal of obstructions (trees) and mitigation of the affected wetland areas. The intent is to make these areas more accessible to routine mowing and maintenance to prevent future obstructions. This is multi-phased project with two sources of funding. This phase of the project is 100% FDOT funded. A second funding source is being sought from FAA to increase the scope of the removal. Any funding from FAA will require a 5% (\$15,000) City and 5% (\$15,000) State match.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest a Joint Participation Agreement with the Florida Department of Transportation for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FDOT REDI funded)

ATTACHMENTS:

Description	Type
▫ Resolution	Resolution
▫ JPA	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	1/21/2016 - 12:48 PM
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 3:06 PM
City Manager	Suggs, Terry	Approved	1/21/2016 - 3:23 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:34 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:01 AM

RESOLUTION NO. 2016 -

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST A JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR OBSTRUCTION/TREE REMOVAL, INCLUDING PERMITTING, MITIGATION AND ADMINISTRATION AT THE PALATKA MUNICIPAL AIRPORT (100% FDOT REDI FUNDED)

WHEREAS, on August 21, 2014, The FAA provided the City of Palatka with a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport.

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the removal of obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal and administration at the Palatka Municipal Airport/Kay Larkin Field, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 438052-1-94-16, with a completion date of 12/31/2018; and

WHEREAS, the total project cost for the above described project at Palatka Municipal Airport/Kay Larkin Field is \$62,000.00 with the Florida Department of Transportation funding 100%, or \$62,000, and the City of Palatka funding 0%, or \$0.00; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement and amend the FY 2015-20-16 budget; and

NOW THEREFORE, be it resolved as follows:

1. That the City Manager, Terry K. Suggs, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the removal of obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal and administration at the Palatka Municipal Airport/Kay Larkin Field, F.P. Number 438052-1-94-16;
2. that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project;
3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

REVENUES:

<u>Revenue Number</u>	<u>Description</u>	Last Approved	Recommended Amendments	As Amended
005-00-389-3-8906	FDOT OBSTRUCTION/TREE RMVL	\$ 0	\$ 62,500	\$ 62,500
TOTAL REVENUES AMENDED:		\$ 0	\$ 62,500	\$ 62,500

4. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

EXPENDITURES:

<u>Expenditure Number</u>	<u>Description</u>	Last Approved	Recommended Amendments	As Amended
005-05-542-6-6296	FDOT OBSTRUCTION/TREE RMVL	\$ 0	\$ 62,500	\$ 62,500
TOTAL EXPENDITURES AMENDED:		\$ 0	\$ 62,500	\$ 62,500

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of October, 2014.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>438052-1-94-16</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>751000</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000401002</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____		

THIS AGREEMENT, made and entered into this _____ day of _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Palatka

4015 Reid Street Palatka, FL 32177

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2018 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6), Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration, at Palatka Municipal Lt. Kay Larkin Field

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is \$ 62,500.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 62,500.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;
- (c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit _____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
- b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

- d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
- f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

- a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit _____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

- e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL, FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's **Travel Form No. 300-000-01**. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

- a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
- b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
- c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
- d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning and Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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

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

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

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

AGENCY

FDOT

City of Palatka

See attached Encumbrance Form for date of Funding
Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

James M. Knight, P.E.
DEPARTMENT OF TRANSPORTATION

TITLE

Urban Planning and Modal Administrator

TITLE

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Palatka, 4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

PROJECT LOCATION:

Palatka Municipal-Lt. Kay Larkin Field

PROJECT DESCRIPTION:

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration, at Palatka Municipal Lt. Kay Larkin Field

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
- b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed,

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and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
 - a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
 - b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

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Financial Project No. 438052-1-94-16
Contract No. _____
Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

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- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

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c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

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- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. Good Title

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

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6. Consistency with Local Government Plans

- a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.
- c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan

- a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.
- b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:
 - (1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - (3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. Airport Financial Plan

- a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.
 - (1) The financial plan shall be a part of the Airport Master Plan.
 - (2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - (3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.
- b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

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10. Fee and Rental Structure

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

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15. Federal Funding Eligibility

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. Project Implementation

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

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21. Planning Projects

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. Land Acquisition Projects

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

- b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third

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- (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - (5) Establish a project account for the purchase of the land.
 - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
- (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
 - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
 - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - (2) Complete an Airport Master Plan within two years of land purchase.
 - (3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:
- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.
 - (2) Land shall be considered to be needed for airport purposes under this assurance if:
 - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
 - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
 - (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

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(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

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(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$62,500.00
<u>Compliance Requirements</u>		

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

\$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.



CITY COMMISSION AGENDA ITEM

SUBJECT:

Allow sales and consumption of alcoholic beverages at the Palatka Municipal Golf Course during The Superbowl Tournament on Sunday, February 7th, the Azalea Golf Tournaments on Sunday, March 13th and Sunday, March 20th from 7:00 a.m. to 1:00 p.m.

SUMMARY:

This is a request to allow the sale and consumption of alcoholic beverages during the Superbowl Tournament on the morning of February 7th, the regular Azalea Golf Tournament on the morning of March 13th and the Senior Azalea Golf Tournament on the morning of March 20th. These are Sunday mornings, and Palatka's Municipal Code Section 10-4 prohibits the sale of alcoholic beverages before 1:00 p.m. on Sundays. Tournament play begins at 7:00 a.m. and continues until after 1:00 p.m.

This is a customary request. This action does not amend the Code. Permission for Sunday morning sales and service at the Golf Club can be granted on a case-by-case basis.

RECOMMENDED ACTION:

Approve the request to allow the sale and consumption of alcoholic beverages at the Palatka Municipal Golf Course during the Superbowl Tournament on Sunday, February 7th, the Regular Azalea Tournament on Sunday, March 13th, and during the Senior Azalea Golf tournament on Sunday, March 20th, from 7:00 a.m. to 1:00 p.m.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 3:42 PM
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 3:42 PM
City Manager	Suggs, Terry	Approved	1/22/2016 - 11:56 AM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:32 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 10:57 AM



CITY COMMISSION AGENDA ITEM

SUBJECT:

Board of Zoning Appeals Appointments:

- 1. Appoint Allegra Kitchens for the remainder of a five-year term to expire July, 2019
- 2. Appoint Arthur Sprague for the remainder of a five-year term to expire July, 2020

SUMMARY:

Board of Zoning Appeals – Sec. 94-61 (a – d), Palatka Municipal Code, “Established; membership; removal of members; officers.” This is a statutory board that meets the 2nd Tuesday of each month at 4:00 p.m. This is a highly responsible board with authority to hear and decide appeals and variance requests concerning the Palatka Zoning Code, and review any order, requirement, decision or determination made by the Zoning Administrator. Members serve five-year terms.

There have been three vacancies on this board for some time. At the 1/14/16 meeting, Allegra Kitchens and Arthur Sprague submitted applications for appointment to this board. It is not a requirement that a member also be a city resident; however the Commission has adopted a policy that city residents will be appointed whenever possible to this board. Allegra Kitchens lives inside the City Limits. Arthur Sprague lives just outside the City Limits; however, he owns two businesses in Downtown Palatka. Staff supports these two appointments.

RECOMMENDED ACTION:

Appoint Allegra Kitchens (term to expire July, 2019) and Arthur Sprague (term to expire July, 2020) to the Palatka Board of Zoning Appeals.

ATTACHMENTS:

Description	Type
▢ Allegra Kitchens Application	Exhibit
▢ Arthur Sprague Application	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 10:54 PM
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 10:54 PM
City Manager	Suggs, Terry	Approved	1/22/2016 - 11:55 AM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:32 AM

City Clerk

Driggers, Betsy

Approved

1/25/2016 - 10:56
AM

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 ADVISORY BOARD APPLICATION

Brd of Zoning Appeals

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

APPLICANT: Allegra Kitchens (Must be at least 18 yrs. old)
Residence 1027 S. 12th St Phone: 386-325-3576
(911 Address) 1027 S. 12th St 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: Kitchenspw13@bellsouth.net

E-mail: Kitchenspw13@bellsouth.net Daytime Phone: 386-325-3576

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

Deputy Appraiser - Putnam Co. Property Appraiser's Office 1969-2005
FLA Real Estate Sales Associate License 1979 to present
Palatka City Commissioner 2008-2015

OTHER COMMENTS OR INFORMATION:

Palatka Codes Enforcement Board 1998-2005
Very familiar with city codes + how to look them up.

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

Allegra Kitchens 12/1/2015
SIGNATURE OF APPLICANT DATE

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

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
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 ADVISORY BOARD APPLICATION

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

APPLICANT: Arthur Spague (Must be at least 18 yrs. old)
Residence 120 Herga Acre Ln Phone: 954 802 1089
(911 Address) 120 Herga Acre Ln Fax: _____
Business Name STELLAR STAINLESS inc. Phone: _____
& Address STELLAR STAINLESS inc. 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: STELLARSTAINLESS@LIVE.COM Daytime Phone: 954 802 1089

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

Have been before the Board on numerous occasions in FT LAUD FL for different commercial and residential projects
owner of STELLAR STAINLESS, and Board for Glory

OTHER COMMENTS OR INFORMATION:

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

Arthur Spague Jan 14, 2016
SIGNATURE OF APPLICANT DATE

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106



CITY COMMISSION AGENDA ITEM

SUBJECT:

PALATKA GAS AUTHORITY BOARD APPOINTMENTS:

- a. **Reappoint Jud Neufeld** to the Palatka Gas Authority Board for a three-year term to expire January, 2019 (incumbent)
- b. **Consider applicants for appointment to Palatka Gas Authority Board** - one vacancy for a three-year term to expire January, 2019 – Col Andrew Kiley and Andrew Rabun

SUMMARY:

a. Jud Neufeld's term on the Palatka Gas Authority expires on January 31, 2016. He has indicated his desire to be reappointed for an additional 3-year term by returning his application for reappointment, which follows this summary. Staff recommends his reappointment for a three-year term to expire January, 2019.

b. There is one opening on the Palatka Gas Authority Board which was created when former City Commissioner Ted MacGibbon opted not to apply for re-appointment to this Board. Staff advertised that the Commission was taking applications for this appointment; this was advertised twice in the Palatka Daily News and on the City's website. A press release was also distributed. Retired Col. Andrew Kiley and Andrew Rabun have submitted applications for this appointment. Those applications follow this summary. They live inside the City Limits. Col Kiley is currently a member of the Palatka Code Enforcement Board and has submitted his resignation from that board pending this appointment. Mr. Rabun is the son of current member Charles Rabun.

All positions on this board are "at-large" positions; none are tied to vocations and to qualify for appointment, an applicant *must be a qualified voter of the City of Palatka, and hold no other elected or appointed office in the City.*

The Palatka Gas Authority serves as the governing board of Palatka Natural Gas, a public-corporate entity that functions as a natural gas public utility. Duties include:

- Setting policies governing the operations of Palatka Natural Gas and its gas system plants;
- Adopting operating budgets and establishing rates;
- Assisting in the establishment of policies governing employees

The Authority holds twelve regular monthly meetings per year and also meets periodically to

address time-sensitive issues.

RECOMMENDED ACTION:

- a. Reappoint Jud Neufeld for a 3-yr. term to expire January, 2019;**
- b. Consider applicants for appointment to fill a vacancy on the Board for a three-year term to expire January, 2019.**

ATTACHMENTS:

Description	Type
▣ Andrew Rabun Application	Exhibit
▣ Andrew Kiley Application	Exhibit
▣ Jud Neufeld Application	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 3:29 PM
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 3:42 PM
City Manager	Suggs, Terry	Approved	1/22/2016 - 11:55 AM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:32 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 10:56 AM

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 ADVISORY BOARD APPLICATION

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

APPLICANT: Andrew D Rabun (Must be at least 18 yrs. old)
Residence 500 Moseley Avenue, Palatka, FL 32177 Phone: (386) 325 - 0439
(911 Address) 500 Moseley Avenue, Palatka, FL 32177 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: 500 Moseley Avenue, Palatka, FL 323177

E-mail: rabun_a@bellsouth.net Daytime Phone: (386) 325 - 0439

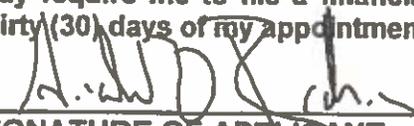
PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

I am retired from Microsoft Corporation after 16-years with specialties and certifications in Project Management and Global Telecommunications for 16 Years. Before retiring, I was serving as the Global Operation Manager and Design Engineering for voice and data to all of the Microsoft Call Centers spanning 60 + Countries across 5 Continents with a Multi-Million-dollar budget.
My Degrees are in Business Administration, Computer Science including Network Architecture and Design

OTHER COMMENTS OR INFORMATION:

I believe my Network Architectural Design and experience managing a Multi-Million-Dollar Global Budget as well as Human Resources, Vendors, and facilities gives me a unique perspective on how to grow the Gas Authority in this changing Economy and increasingly complex technologies in both the transport/delivery of Gas and Customer Service, Engagement, and Automation/Self-Service. My Family have strong ties with Palatka.

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



SIGNATURE OF APPLICANT

14 - January - 2016

DATE

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

www.palatka-fl.gov

PHONE: (386) 329-0100

FAX: (386) 329-0106

TERRILL L. HILL
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CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Andrew M. Kiley (Must be at least 18 yrs. old)
Residence 115 Dodge Street, Palatka, FL 32177 Phone: 386 585 3532
(911 Address) 115 Dodge Street, Palatka, FL 32177 Fax: _____
Business Name Not applicable Phone: _____
& Address Not applicable 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: 115 Dodge Street, Palatka, FL 32177

E-mail: eldiademuerto@bellsouth.net Daytime Phone: 386 585 3532

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

Please see attachment one, the précis of my education, professional and military service in a more easily read format.

OTHER COMMENTS OR INFORMATION:

I have had the pleasure of being involved with the Gas Authority as a consumer and in a helping capacity with the management as well as the staff; I have also been engaged learning the roles and responsibilities of the Board. I believe you will find my willingness and experience a benefit to the Authority and the City of Palatka.

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

/es/ Andrew M. Kiley 01/19/2016
SIGNATURE OF APPLICANT DATE
Applicants will be interviewed by the Palatka City Commission during regular public meetings.

Andrew M. Kiley

115 Dodge Street, Palatka FL 32177

386-585-3532

I welcome this opportunity to apply for the Palatka Gas Authority Board and welcome any invitation answer any questions or concerns you may have.

I have had two areas of work experience and I believe have applicability to the responsibilities of the Palatka Gas Authority.

In the civilian capacity, I worked as one of the Deputy Medical Examiners for the State of New Mexico which involved considerable legal responsibilities, technical expertise and teaching. During my last five years of work, I served as the Medical Officer for Santa Fe, New Mexico. With a population of just under 100,000, and in that capacity, I had responsibility for staffing, budget, contractual relations, hiring, support for and discipline of professionally licensed employees, all with a tightly constrained budget.

Prior to the above, I initiated and directed a flight program working for 501 (e) regional critical care hospitals which involved multiple aircraft, professional pilots and critical care personnel. The work involved the startup of the program, employment of pilots and medical personnel, acquisition and maintenance of aircraft, satisfying the Federal Aviation Administration operations under a Part 135 Certificate. I remained with the program after working for the state in a lessor role until late 1990.

In the military, I served in active duty during the Viet Nam conflict and post conflict; I remained in an active reserve capacity. My duties involved aviation and with experience, unit command, strategic analysis and planning. The principle benefit the military experience brings to the position is leadership, achieving a goal, directing multifaceted missions as well as critical analysis and decision making.

I have both undergraduate and post graduate education in the science of forensic pathology and medical education. I remained faculty for UNM health Science Center, the American Heart Association and the Advanced Trauma Life Support for physicians until early 2004. With my education, I conducted in a team member environment, research in areas of recreational drug toxicology and small arms ballistics.

As I conclude, I have had the pleasure and learning experience as a member of the Code Enforcement Board. The experience has taught me about city government, board decorum, cooperative decision making and categorically learning to know our city.

I want to thank you for this opportunity to share my experiences and willingness to move from Code Enforcement to the Palatka Gas Authority as a way to serve my community and continue learning, that is, should that be your wishes.

Respectfully,

Andy Kiley

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
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CITY of Palatka FLORIDA

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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 Palatka Gas Authority Board.
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Jud Nentfeld 17 # of years' prior service:
 Residence 204 Nellie Street Palatka 32177 Phone: 386-937-7743
 (911 Address) 204 Nellie Street Palatka 32177 Fax: 386-328-2716
 Business Name Neuco Distributors LLC Phone: 386-328-1257
 & Address Neuco Distributors LLC Fax: 386-328-2716
 (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 500 Roswell FL 32007

E-mail: NencoJud@live.com Daytime Phone: 386-328-1257 Cell 937-7743

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.

[Signature] 1/20/1955
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) I have enjoyed serving our City & our community & our Commission. Thanks for priviledge of representing our City in this capacity.

[Signature]
Chairman's/Director's Signature



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 - *Tabled on January 14, 2015 at request of Mr. Diamond*

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.

At the 1/14/16 meeting Mr. Diamond requested this matter be tabled until January 28, 2016. Following are the draft minutes of that discussion and action:

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, 124 St. Johns Avenue, asked this request be rescheduled to January 28 for consideration as he is not prepared to present on this tonight. Mayor Hill said it looks like some of the work being done may be considered construction and not strictly demolition. They want to be sure the work is consistent with the permit. They want to be sure everything is in place before continuation of any construction-related work. The City engaged in lengthy discussion with him before putting this contract in place. Mr. Holmes said the request is to amend the contract, and the amendment Mr. Diamond has proposed will basically do away with the Letter of Credit requirement as contemplated in the contract. The concern is that there is a lot of work going on without the required Letter of Credit. If the requirement is removed, then whether or not he is doing work under a demo or building permit is moot. If not removed, they need to look at the trigger for the Letter of Credit being posted. Mr. Diamond said everything they are doing is covered by their demolition permit. They plan on completing the project by July 14, 2016. He is requesting a two-week extension on this item.

Bruce Nelsen, Chief Building Official, said a permit is required for roofing as long as it is over 2 squares of roofing area, equal to 200 square feet. They are not required to get a separate roofing permit for this job as a roofing contractor signed onto the Demolition permit, as was required. Mayor Hill noted the lines of communication between the City and Mr. Diamond are open. Discussion ensued regarding the request, whether it should be

considered tonight, or in two weeks. Following discussion, Commissioner Brown moved to table the request to January 28, 2016. Commissioner Borom seconded the motion, which passed unopposed.

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	1/19/2016 - 6:28 PM
City Clerk	Driggers, Betsy	Approved	1/19/2016 - 6:28 PM
City Manager	Suggs, Terry	Approved	1/20/2016 - 12:55 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:35 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:05 AM

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

PHONE: (386) 329-0100 www.palatka-fl.gov FAX: (386) 329-0106

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., Attorneys' 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:

Michael J. Czymbor
Michael J. Czymbor, CITY MANAGER

Date: August 1, 2013

ATTEST:

Betsy J. Driggers
Betsy J. Driggers, CITY CLERK

WITNESS:

Lisabeth Weber
Print Name: Lisabeth Weber

BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC

By:

Joseph C. Diamond
Joseph C. Diamond, Manager

Date: August 1, 2013

WITNESS:

Christy Wilkinson
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)



Betsy Jordan Driggers
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

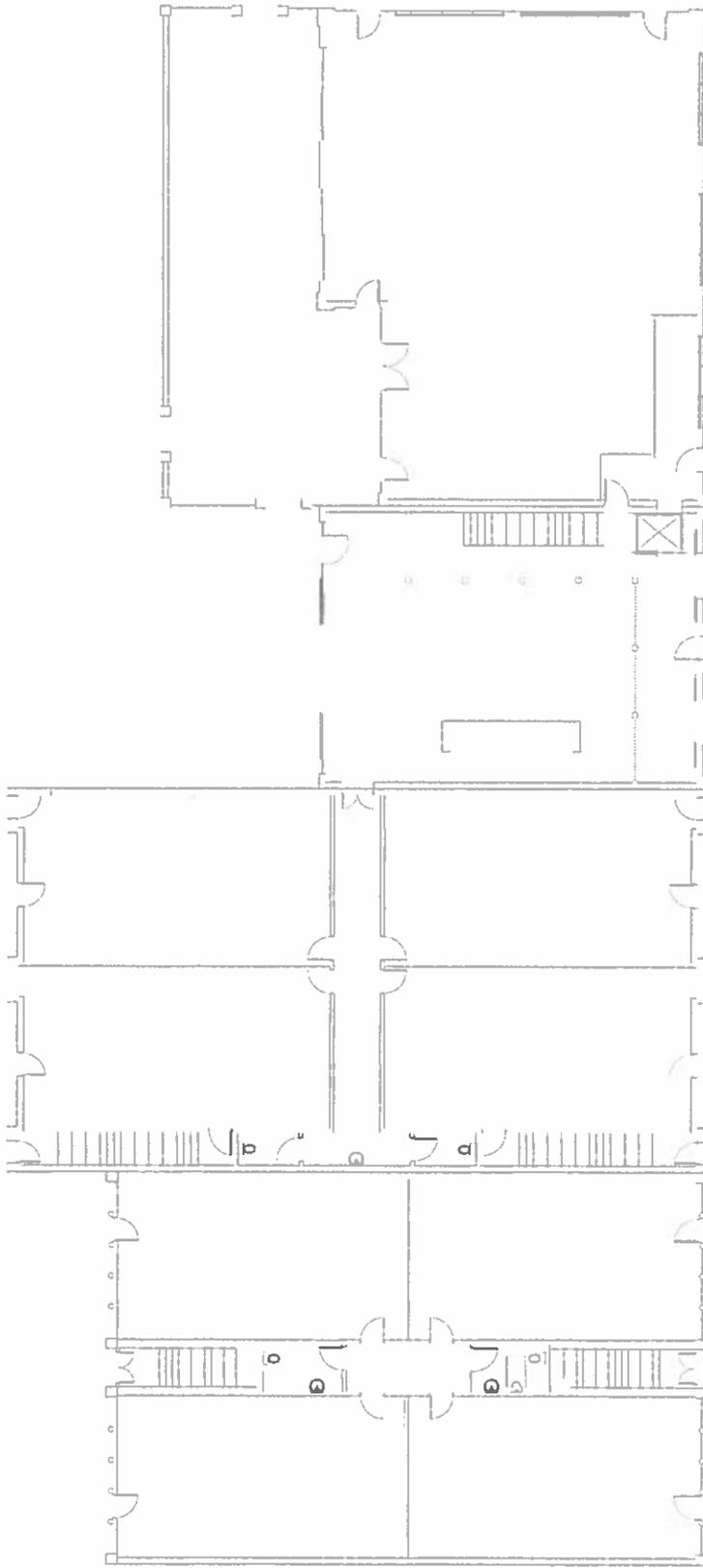
1. Taxes for the year of the effective date of the owner's title insurance policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary 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

THE SHED

THE BAY

THE MARSH

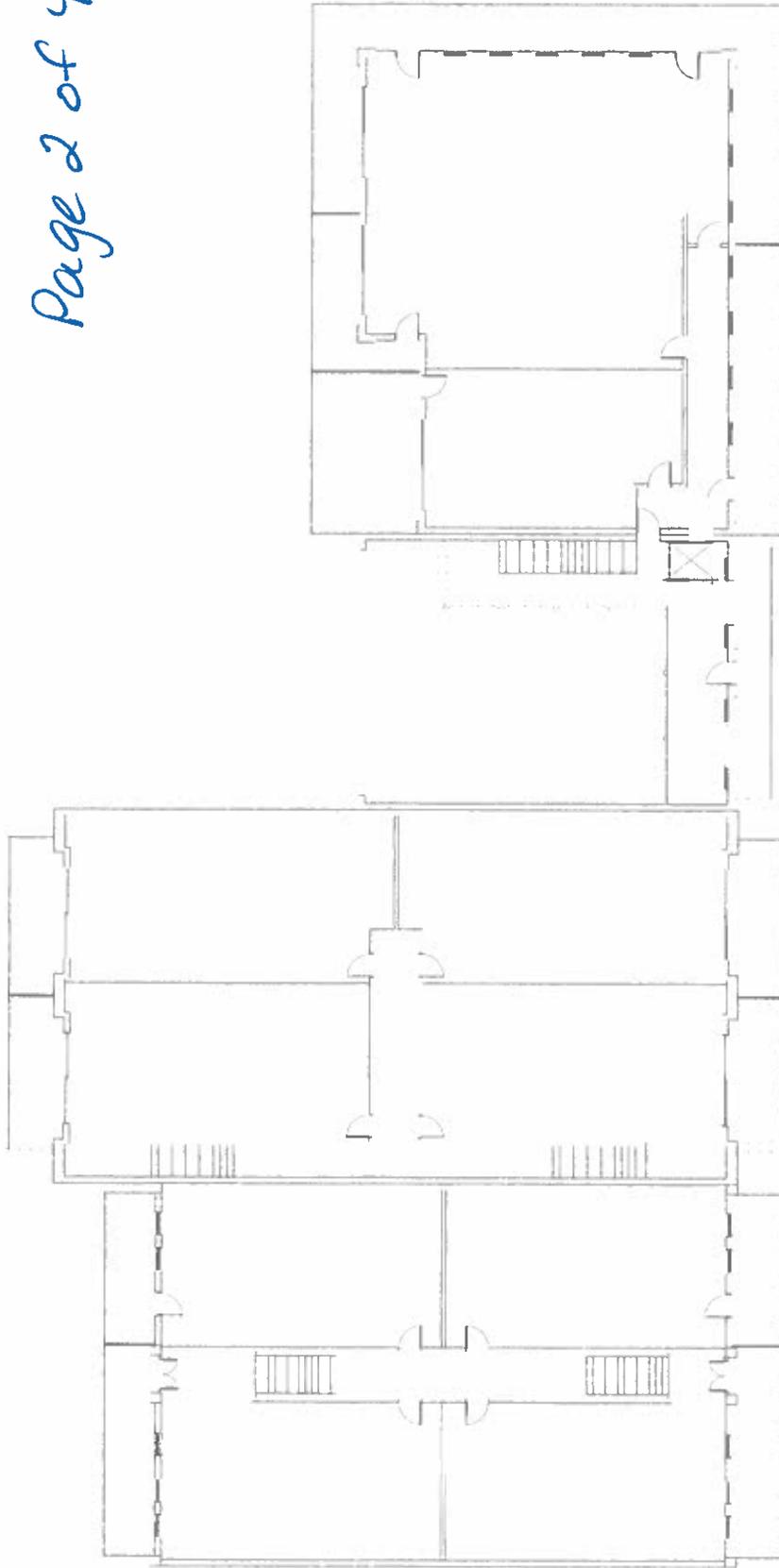
1 THE CENTURY - CONCEPTUAL PLAN VIEW - 1ST FLOOR

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

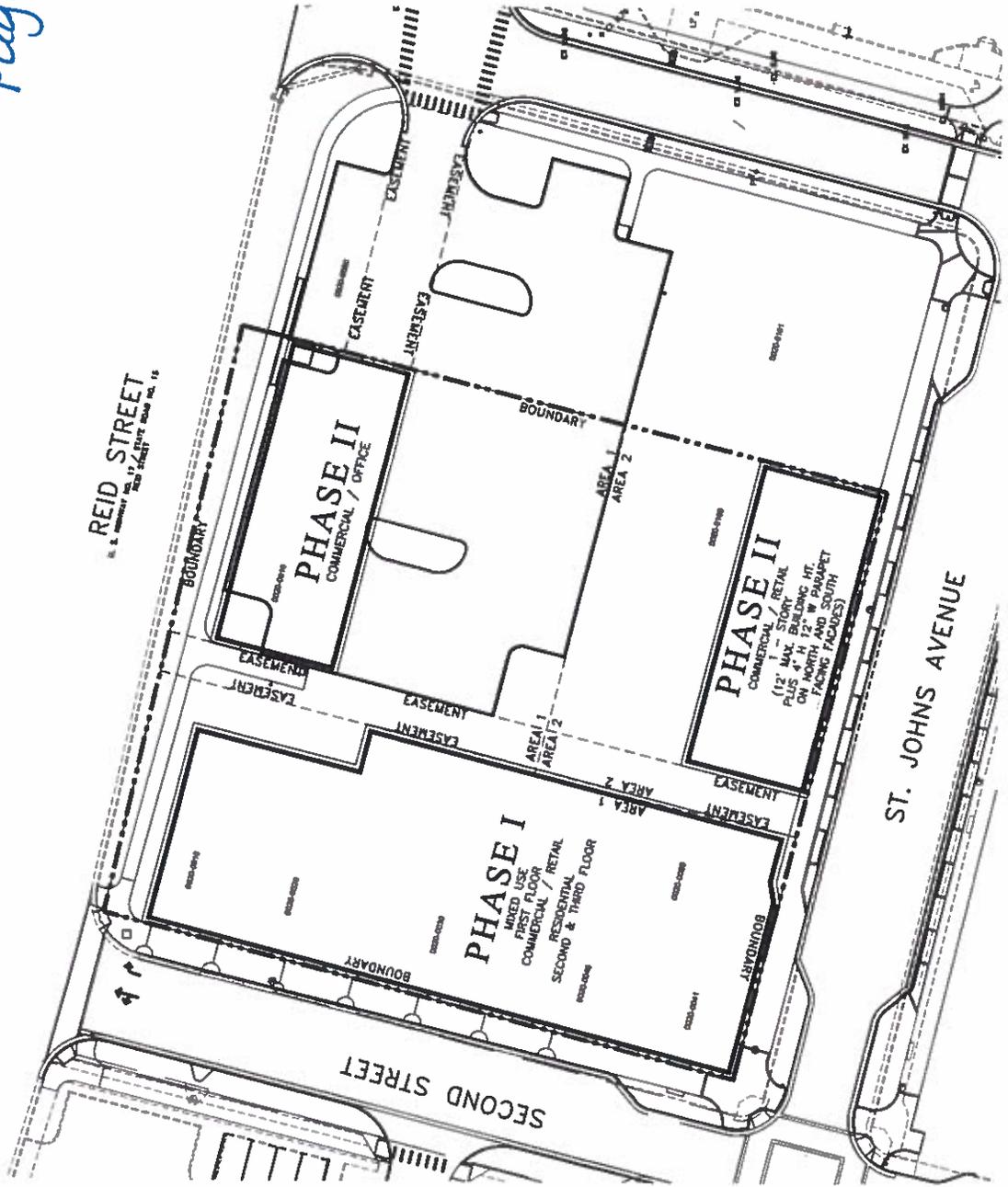
THE CENTURY - CONCEPTUAL PLAN VIEW - 3RD FLOOR

1
1/4" = 1'-0"

3RD FLOOR USE - RESIDENTIAL

EXHIBIT C

Page 4 of 4





CITY COMMISSION AGENDA ITEM

SUBJECT:

CRA FUNDING FOR MAIN STREET THIRD FRIDAY EVENTS:

- a. Third Friday Special Events Permit:** 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 February 19, 2016 and April 15, 2016 from 6 pm to 10 pm - Palatka Main Street, Inc./Harris Berns-Cadle, Applicant – *Feb & Apr dates tabled on 1/14/16* .
- b. Authorization** to continue funding for special events

SUMMARY:

- a. THIRD FRIDAY SPECIAL EVENTS PERMIT** - The February and April dates were tabled during the January 14th meeting as a result of discussion concerning the issue of funding Main Street sponsored special events. Staff believes this is a separate issue. This permit does not ask for funding; this is a request to exceed allowable noise levels and close certain streets for the 3rd Friday special event. This is a new location for the event, which has historically been held in the 200 - 400 blocks of St. Johns Avenue. The event's location would be germane to the issuance of the permit.

History on the special event permit request: Palatka Main Street Board of Directors voted to combine the 4th Saturday event with the 3rd Friday event and relocate the 3rd Friday event to the 100 Block of St. Johns Avenue (formerly held in the 200-300 block of St. Johns Ave). This change came up for discussion discussion before the CRA at its called meeting on January 11th. That discussion became a discussion on CRA funding of main street events.

- b. AUTHORIZATION to continue funding for special events:** This topic is addressed in the Advisory Legal Opinion, emails and other information that follow this summary.

RECOMMENDED ACTION:

- a. Third Friday Main Street event permit - grant permission to exceed allowable noise levels and allow closure of portions of Memorial Drive & 100 block of St. Johns Avenue for Permit #16-13, Main Street 3rd Friday Event, 2/19/16 and 4/15/16 from 6 pm to 10 pm**
- b. CRA/Main Street Event Funding - discussion and possible action on authorization to continue funding for special events**

ATTACHMENTS:

Description

Type

- J. Griffith email Discussion
- Advisory Legal Opinion - CRA funding for events Discussion
- Memo- CRA Promotional Expenditures Discussion
- L. Deitrich email with attachment Discussion
- T Crowe Email Discussion
- Special Events Permit No 16-13; 3rd Friday Downtown Street Party Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 11:52 AM
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 11:52 AM
City Manager	Suggs, Terry	Approved	1/21/2016 - 2:16 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:33 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 10:58 AM

Betsy Driggers

From: Jonathan Griffith
Sent: Wednesday, January 20, 2016 10:29 AM
To: Betsy Driggers
Subject: RE: minutes
Attachments: CRA Promotional Expenditures Memo_FRA_CShepard_12.06.2011.pdf; Advisory Legal Opinion - Community Redevelopment, promotional activities.pdf

I am not sure how we should agenda the item. It is almost two discussions. First, the CRA recommended to stay funding for CRA/Main Street marketing and promotions expenses. Second, the City tabled the other special events applications.

Attached is an Attorney General advisory opinion on CRA promotional activities and memo from Cliff Shepard, FRA legal counsel on the matter. The memo from Cliff Shepard was taken into consideration when the current Main Street/CRA promotional activities were budgeted in FY 2013. The Palatka CRA plan recommends the CRA "continue to seek partnering opportunities for the continued support of festivals and sustainable events." The plan goes on to state "that sustainable events further exposure to the existing businesses in the area by; bringing in first time tourism, generating repeat visits, and providing for local resident activity and interaction." However, the plan also states "marketing extends much further than just festivals and sustainable events."

The attachments are provided so that the City can make a determination if the stay of funding is warranted. If the City decides they are permissible expenditures; the plan references are provided so the Commission can decide on what level of funding is appropriate and if marketing/events needs to go further to "identify the right audiences (consumers), communicated using the right media, and designed to support, not compete with, the permanent businesses of the District. "

Jonathan C. Griffith

From: Betsy Driggers
Sent: Wednesday, January 20, 2016 9:51 AM
To: Jonathan Griffith
Subject: minutes *1/14/16 - Draft*

- 3(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 Burns-Cadle, Agent for Applicant.** Mayor Hill said he's asked these be pulled because of the discussion held at the last CRA workshop regarding funding for Main Street events. He has spoken to Mr. Burns-Cadle on this issue and Mr. Burns-Cadle has looked at some Advisory opinions on the subject.

Harris Burns-Cadle, Palatka Main Street Organization Chair & applicant, said within the CRA statute it doesn't specifically list marketing and promotions as allowed expenditures, but a 2010 Attorney General memo stated it is reasonable that some marketing and promotion expenses are applicable, but that the funding should not go directly to non-profit agencies to conduct those events. The CRA direct-funds marketing, special event cost, police, garbage and other ancillary activities that are required for the production of the event. No funds are paid to Palatka Main Street, which plans and coordinates production of events with City staff. Main Street does have a "beer booth" set up at these events and profits from those sales; the cost of the license comes out of Palatka Main Street funds. Other vendors at the event make money as well.

Mr. Burns-Cadle described the Wine Stroll event, which he stated is 100% funded by Palatka Main Street and is different from 3rd Friday events. They have already contracted for the vendors. There is no alcohol consumption on the streets and sidewalks; wine is consumed inside the participating merchants' store. They only seek permission for attendees to carry an "open container" which is an empty wine glass. Commissioner Brown move to amend the request to allow

open containers within the event area and to grant the permit as amended. Commissioner Borom seconded the motion, which passed unopposed.

3(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, January 15, 2016; February 19, 2016 and April 15, 2016 from 6 pm to 10 pm - Palatka Main Street, Inc.; Harris Berns-Cadle, Agent for Applicant - Discussion ensued regarding funding and purpose of funding. Commissioner Norwood moved to grant the permit for January 15th and table action on the remaining dates to a time certain of January 28th. Commissioner Campbell seconded the motion, which passed unopposed.

Betsy Jordan Driggers, CMC
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Florida Attorney General Advisory Legal Opinion

Number: AGO 2010-40

Date: September 27, 2010

Subject: Community Redevelopment, promotional activities

Mr. Lonnie Groot
1001 Heathrow Park Lane
Suite 4001
Lake Mary, Florida 32746

RE: COMMUNITY REDEVELOPMENT - MUNICIPALITIES - use of community redevelopment funds for promotional activities. Part III, Ch. 163, Fla. Stat.

Dear Mr. Groot:

On behalf of the City of Sanford Commission, you ask substantially the following question:

May the City of Sanford's Community Redevelopment Agency expend funds for festivals or street parties designed to promote tourism and economic development, advertisements for such events, grants to entities which promote tourism and economic development, and grants to non-profit entities providing socially beneficial programs?

In sum:

Promoting the use of a redeveloped area would appear to fall within the purposes of the community redevelopment act. Use of community redevelopment funds to pay entities promoting tourism or providing socially beneficial programs, however, does not have an apparent nexus to carrying out the purposes of the community redevelopment act.

You state that the City of Sanford has implemented the provisions of the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, in creating the City of Sanford Community Redevelopment Agency (SCRA). The SCRA proposes to use funds to stage festivals or street parties to promote tourism and economic development, to provide grants to entities that encourage tourism and economic development, and to provide grants to non-profit entities which provide a wide range of socially beneficial programs. The question has arisen, however, whether such expenditures may be paid by the SCRA.

Pursuant to the act, a local government may determine that an area is a slum or is blighted and designate such area as appropriate for community redevelopment.[1] The Legislature has declared that slum and blighted areas constitute a serious and growing menace to the public health, safety, morals, and welfare of the residents of the state.[2] To address this matter, local governments, upon adoption of a resolution based upon legislative findings that the conditions in an area meet specified criteria described in the act, may create a community redevelopment agency.[3] The agency's purpose is to carry out community redevelopment purposes set forth in the act.[4]

"Community redevelopment" or "redevelopment" is defined in the act as:

"undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan." [5]

Among the powers granted by the act to carry out community redevelopment are: to make contracts; to disseminate slum clearance and community redevelopment information; to undertake community redevelopment and related activities; [6] to furnish or repair streets, public utilities, playgrounds, and other public improvements; to hold or dispose of property for redevelopment. [7]

Section 163.387, Florida Statutes, establishes a redevelopment trust fund for each community redevelopment agency created pursuant to section 163.356, Florida Statutes, and provides for its annual funding. Pursuant to subsection (1) of the statute, funds allocated to and deposited into the fund shall be used by a community redevelopment agency "to finance or refinance any community redevelopment it undertakes pursuant to the approved community redevelopment plan."

The expenditure of moneys in the redevelopment trust fund is specifically authorized by section 163.387(6), Florida Statutes, "for undertakings of a community redevelopment agency as described in the community redevelopment plan," including, but not limited to:

"(a) Administrative and overhead expenses necessary or incidental to the implementation of a community redevelopment plan adopted by the agency.

- (b) Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.
- (c) The acquisition of real property in the redevelopment area.
- (d) The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.
- (e) The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.
- (f) All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
- (g) The development of affordable housing within the community redevelopment area.
- (h) The development of community policing innovations."

While the statute specifically states that the use of community redevelopment trust funds is not limited to those purposes enumerated therein, the community redevelopment agency is a statutorily created administrative agency that may only exercise those powers that have been expressly granted by statute or that are necessarily exercised in order to carry out an express power.[8] Any reasonable doubt as to the lawful existence of a particular power sought to be exercised must be resolved against the exercise thereof.[9] Moreover, it is well settled that legislative intent is the polestar that guides a court's statutory construction analysis[10] and would, therefore, limit the expenditures by the community redevelopment agency.

I would note that the Redevelopment Plan and Finding of Necessity for the Lake Monroe Waterfront and Downtown Sanford Redevelopment Area[11] contains a "Promotional Marketing" component, recognizing the importance of funding for events, advertising and marketing to bring people to the redevelopment area. The plan notes that the SCRA budget is subject to approval by the City of Sanford. Therefore, ultimately, it is a decision for the governing body of the City of Sanford to determine whether promotional expenditures may be included in the SCRA budget. Although a city has home rule powers, in matters involving the imposition of a tax and the expenditure of the proceeds from such a tax, the city must be able to point to statutory or constitutional authority.[12] The courts of this state have recognized the general rule that tax revenues must be expended for the purposes for which they were collected, that is, funds raised by taxation for one purpose cannot be diverted to another use.[13] In addition, this office has stated, for example, that moneys collected pursuant to the original ordinance imposing a tourist development tax could only be used to accomplish the purposes set forth in the original plan for tourist

development and could not be expended for the purposes set forth in the new ordinance or considered in a new tourist development plan.[14]

As discussed above, it would appear that the primary focus of a community redevelopment agency is to eliminate and prevent the development or spread of slums and blight. This may be accomplished by reducing or preventing crime, by providing affordable housing, clearing slums and redeveloping in a community redevelopment area, or by rehabilitating or conserving in a community redevelopment area, or any combination or part thereof. The enumerated uses of community redevelopment trust fund moneys are likewise couched in terms of redevelopment activities involving "bricks and mortar" in a manner of speaking, rather than promotional campaigns to encourage people to populate the area once the redevelopment has been accomplished. However, to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process.

Accordingly, I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of a redeveloped area would be prohibited. However, grants to entities which promote tourism and economic development, as well as to nonprofits providing socially beneficial programs would appear outside the scope of the community redevelopment act.

Sincerely,

Bill McCollum
Attorney General

BM/tals

[1] See s. 163.358, Fla. Stat.

[2] Section 163.335(1), Fla. Stat.

[3] Section 163.355, Fla. Stat. Subsections 163.340(7) and (8), Fla. Stat., provide definitions for "[s]lum area" and for "[b]lighted area" for purposes of the act:

"(7) 'Slum area' means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements . . . which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of

adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or

(c) The existence of conditions that endanger life or property by fire or other causes.

(8) 'Blighted area' means an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;

(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(d) Unsanitary or unsafe conditions;

(e) Deterioration of site or other improvements;

(f) Inadequate and outdated building density patterns;

(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;

(h) Tax or special assessment delinquency exceeding the fair value of the land;

(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;

(j) Incidence of crime in the area higher than in the remainder of the county or municipality;

(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;

(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;

(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or

(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

However, the term 'blighted area' also means any area in which at least one of the factors identified in paragraphs (a) through (n) are present and all taxing authorities subject to s. 163.387(2)(a) agree, either by interlocal agreement or agreements with the agency or by resolution, that the area is blighted. Such agreement or resolution shall only determine that the area is blighted. For purposes of qualifying for the tax credits authorized in chapter 220, 'blighted

area' means an area as defined in this subsection."

[4] Section 163.356(1), Fla. Stat.

[5] Section 163.340(9), Fla. Stat.

[6] Section 163.340(12), Fla. Stat., defines "[r]elated activities" as: planning work for the preparation of a general neighborhood redevelopment plan or for the preparation or completion of a communitywide plan or program pursuant to s. 163.365, Fla. Stat.; functions related to the acquisition and disposal of real property; development of affordable housing for residents of a redevelopment area; and the development of community policing innovations.

[7] See s. 163.370, Fla. Stat., which contains numerous other powers, none of which specifically include programs which would encompass a street festival or party to promote tourism or community redevelopment.

[8] See, e.g., *Gardinier, Inc. v. Florida Department of Pollution Control*, 300 So. 2d 75, 76 (Fla. 1st DCA 1974); *Williams v. Florida Real Estate Commission*, 232 So. 2d 239, 240 (Fla. 4th DCA 1970).

[9] See *Halifax Drainage District of Volusia County v. State*, 185 So. 123, 129 (Fla. 1938); *State ex rel. Greenberg v. Florida State Board of Dentistry*, 297 So. 2d 628 (Fla. 1st DCA 1974), cert. dismissed, 300 So. 2d 900 (Fla. 1974); *City of Cape Coral v. GAC Utilities, Inc., of Florida*, 281 So. 2d 493 (Fla. 1973). And see, e.g., Ops. Att'y Gen. Fla. 02-30 (2002) and 04-48 (2004).

[10] See *State v. Rife*, 789 So. 2d 288, 292 (Fla. 2001); *McLaughlin v. State*, 721 So. 2d 1170, 1172 (Fla. 1998).

[11] Originally drafted November 21, 1995; Last updated July 29, 2009.

[12] See generally *Contractors and Builders Association of Pinellas County v. City of Dunedin*, 329 So. 2d 314, 317 (Fla. 1976). See also *City of Tampa v. Birdsong Motors, Inc.*, 261 So. 2d 1 (Fla. 1972) (municipality's power to tax is subject to the restrictions in Art. VII, s. 9, Fla. Const.).

[13] See *Supreme Forest Woodmen Circle v. Hobe Sound Company*, 138 Fla. 141, 189 So. 249 (1939); *Dickinson v. Stone*, 251 So. 2d 268, 273-274 (Fla. 1971) (it is a violation of an elemental principle in the administration of public funds for one who is charged with the trust of their proper expenditure not to apply those funds to the purposes for which they are raised). And see *Oven v. Ausley*, 106 Fla. 455, 143 So. 588 (1932); *Taylor v. Williams*, 142 Fla. 756, 196 So. 214 (Fla. 1940).

[14] See Op. Att'y Gen. Fla. 96-26 (1996). And see Ops. Att'y Gen.

Fla. 86-39 (1986), 82-54 (1982), and 77-26 (1977).

MEMORANDUM

Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Telephone (407) 622-1772
Facsimile (407) 622-1884

To: Carol Westmoreland
From: Cliff Shepard
Date: December 6, 2011
Re: CRA Promotional Expenditures

Recently a question has arisen regarding the interpretation of Florida Attorney General Opinion 2010-40 (AGO 2010-40). Specifically, **may a CRA make promotional expenditures and/or financially co-sponsor events within the CRA's approved budget that promote the CRA by attracting new residents, businesses, visitors, etc...?**

In short, the answer is yes, provided a CRA's plan specifically provides for such, the expenditure furthers the purposes of the Community Redevelopment Act (the "Act"), and the expenditure is necessary to carry out the redevelopment program.

The primary purpose of a CRA is to acquire and dispose of property and to undertake or assist capital projects in order to achieve the goal of eliminating and preventing the development or spread of slums and blight. As noted by Attorney General Bill McCollum (the "Attorney General") in AGO 2010-40, the enumerated uses of community redevelopment trust fund moneys specifically authorized by Fla. Stat. §163.387(6) are generally couched in terms of redevelopment activities involving "bricks and mortar." However, the Attorney General recognizes that "[p]romoting the use of a redeveloped area would appear to fall within the purpose of the community redevelopment act." The Attorney General acknowledges that too narrow of a reading of the Act would bar a community redevelopment agency from doing those actions necessary to attract investment in the redevelopment area:

"... to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process.

Accordingly, I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of a redeveloped area would be prohibited.”

Nevertheless, the Attorney General states that grants to entities which promote tourism and economic development and grants to non-profit entities providing socially beneficial programs appear to be outside the scope of the Act. As further elaborated below, in addition to being specified within the CRA’s plan, in order for a CRA to expend community redevelopment funds, the proposed expenditure must further the purposes of the Act and must be necessary to carry out the redevelopment program.

The Act does not bar a community redevelopment agency from funding activities and undertakings that further the goal of eradicating slum or blight conditions and that further the objectives of the CRA’s redevelopment plan. Fla. Stat. § 163.370 states in pertinent part that a CRA (as well as a county or municipality) has the power:

“To enter into any contracts necessary to effectuate the purposes of this part”
§163.370(2)(e)6.

“To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part” § 163.370(2)(l).

Further, an amendment to the Act in 2002 is the insertion of text in Fla. Stat. §163.387(6), Florida Statutes (2001), as amended by Chapter 2002-294, Laws of Florida, making the legislative intent clear that the list of expenditures in this section is not an exhaustive list:

“Moneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency which are directly related to financing or refinancing of redevelopment in a community redevelopment area pursuant to an approved community redevelopment plan for the following purposes, including, but not limited to: (e.s.)”

If a CRA’s plan specifically provides for such expenditures and activities then a CRA may, upon making express findings that the contract for the appropriation and expenditure for the activity furthers the purposes of the Act and is necessary to carry out the redevelopment program, spend funds on activities, events, and promotion. Special events, marketing materials, advertising and other such non-capital expenditure have frequently been used as a means to carry out redevelopment.

Many community redevelopment agencies throughout the state spend make such expenditures with community redevelopment funds. Such expenditures must be linked to and further the objective of eradicating blight and implementing the redevelopment plan. However, care must be taken to use funds for these types of activities sparingly and only when found to be necessary

and appropriate for meeting the needs of the area and the goals of the Plan. The primary mission of a CRA must be, as contemplated by the Act, to acquire and dispose of property and to undertake or assist capital projects.

Betsy Driggers

From: Lara Diettrich [laradiettrich@gmail.com]
Sent: Wednesday, January 20, 2016 12:49 PM
To: Thad Crowe; Jonathan Griffith; harris.berns-cadle@putnam-fl.com
Cc: Terry K. Suggs; Betsy Driggers; Don Holmes
Subject: RE: Special Events Permit for 3rd Friday event
Attachments: CRA Memo from Cliff Shepard 12.06.11.pdf

Thad,
I shared this with the City years ago and it is fine (See memo attached from 12-6-11). At the last meeting, there were questions and discussion that we all had with regard to Main Street Program (MSP) and how it was functioning and being funded. I have been talking with Ronni Wood, Florida Coordinator for the statewide MSP. Long story short is, the previous Coordinator Joan Jefferson and Ronni Wood disagreed on structure, process and funding. I relayed to the City in the past, and at the last meeting, what Woody Boynton, Jim Lee and myself were told directly by the Joan back in 2008 in Tallahassee. So, what I quoted was what we were told.

However, in talking with Ronni, the current Coordinator and longest running MSP professional in the state of Florida, she has quite a different response which supports three funding mechanisms: 1 – city funding (which can include grants the City receives); 2 – private memberships/sponsorships; and 3 – CRA TIF funds/grants/programs. The good news is that with a totally different, and apparently appropriate response to the issue of MSP funding, structure, administration, etc., it looks as though things in some respects are doing okay; it is the other things that need immediate addressing.

There is a lot to share and do not want to do so in an email. I will share at the next meeting briefly but more importantly, Ronni would like me to coordinate a trip down to the City for her to meet with you and the Commission, City Manager and stakeholders. A public meeting would be most beneficial so everyone can hear it all from the state directly to avoid any further misconceptions. There are several things that are critical so we need to set this up ASAP.

I will call Terry to get three dates for a public forum.

Thank you,
Lara



Lara K. Diettrich
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MEMORANDUM

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Telephone (407) 622-1772
Facsimile (407) 622-1884

To: Carol Westmoreland
From: Cliff Shepard
Date: December 6, 2011
Re: CRA Promotional Expenditures

Recently a question has arisen regarding the interpretation of Florida Attorney General Opinion 2010-40 (AGO 2010-40). Specifically, may a CRA make promotional expenditures and/or financially co-sponsor events within the CRA's approved budget that promote the CRA by attracting new residents, businesses, visitors, etc...?

In short, the answer is yes, provided a CRA's plan specifically provides for such, the expenditure furthers the purposes of the Community Redevelopment Act (the "Act"), and the expenditure is necessary to carry out the redevelopment program.

The primary purpose of a CRA is to acquire and dispose of property and to undertake or assist capital projects in order to achieve the goal of eliminating and preventing the development or spread of slums and blight. As noted by Attorney General Bill McCollum (the "Attorney General") in AGO 2010-40, the enumerated uses of community redevelopment trust fund moneys specifically authorized by Fla. Stat. §163.387(6) are generally couched in terms of redevelopment activities involving "bricks and mortar." However, the Attorney General recognizes that "[p]romoting the use of a redeveloped area would appear to fall within the purpose of the community redevelopment act." The Attorney General acknowledges that too narrow of a reading of the Act would bar a community redevelopment agency from doing those actions necessary to attract investment in the redevelopment area:

"... to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process.

Accordingly, I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of a redeveloped area would be prohibited.”

Nevertheless, the Attorney General states that grants to entities which promote tourism and economic development and grants to non-profit entities providing socially beneficial programs appear to be outside the scope of the Act. As further elaborated below, in addition to being specified within the CRA’s plan, in order for a CRA to expend community redevelopment funds, the proposed expenditure must further the purposes of the Act and must be necessary to carry out the redevelopment program.

The Act does not bar a community redevelopment agency from funding activities and undertakings that further the goal of eradicating slum or blight conditions and that further the objectives of the CRA’s redevelopment plan. Fla. Stat. § 163.370 states in pertinent part that a CRA (as well as a county or municipality) has the power:

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“To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part” § 163.370(2)(l).

Further, an amendment to the Act in 2002 is the insertion of text in Fla. Stat. §163.387(6), Florida Statutes (2001), as amended by Chapter 2002-294, Laws of Florida, making the legislative intent clear that the list of expenditures in this section is not an exhaustive list:

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If a CRA’s plan specifically provides for such expenditures and activities then a CRA may, upon making express findings that the contract for the appropriation and expenditure for the activity furthers the purposes of the Act and is necessary to carry out the redevelopment program, spend funds on activities, events, and promotion. Special events, marketing materials, advertising and other such non-capital expenditure have frequently been used as a means to carry out redevelopment.

Many community redevelopment agencies throughout the state spend make such expenditures with community redevelopment funds. Such expenditures must be linked to and further the objective of eradicating blight and implementing the redevelopment plan. However, care must be taken to use funds for these types of activities sparingly and only when found to be necessary

and appropriate for meeting the needs of the area and the goals of the Plan. The primary mission of a CRA must be, as contemplated by the Act, to acquire and dispose of property and to undertake or assist capital projects.

Betsy Driggers

From: Thad Crowe
Sent: Wednesday, January 20, 2016 9:54 AM
To: Lara Dietrich; Jonathan Griffith; harris.berns-cadle@putnam-fl.com
Cc: Terry K. Suggs; Betsy Driggers; Don Holmes
Subject: RE: Special Events Permit for 3rd Friday event

Good Morning & Happy Wednesday: the language is a little oblique, but it's my take (but it's the City Manager's call) that AGO Opinion 2010-40, as referenced by Harris, cautiously allows the funding of promotional events intended to attract people to the CRA for the ongoing purpose of rejuvenating the CRA. In the words of the AGO: "promoting the use of a redeveloped area would appear to fall within the purposes of the community redevelopment act." Therefore it is a practical, not a legal consideration, in deciding if CRA funds support events. Read below - the conclusion is reached in the last two sentences.

The primary focus of a CRA is to eliminate and prevent the development or spread of slums and blight. This may be accomplished by reducing or preventing crime, by providing affordable housing, clearing slums and redeveloping in a community redevelopment area, or by rehabilitating or conserving in a community redevelopment area, or any combination or part thereof. The enumerated uses of community redevelopment trust fund moneys are likewise couched in terms of redevelopment activities involving "bricks and mortar" in a manner of speaking, rather than promotional campaigns to encourage people to populate the area once the redevelopment has been accomplished. However, to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process. Accordingly, I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of a redeveloped area would be prohibited.

(The opinion goes on to say that CRA can't go as far as to pay tourism-related and social benefit agencies directly.)

The FRA's legal position on this AGO opinion is as follows: "If a CRA's plan specifically provides for such expenditures and activities then a CRA may, upon making express findings that the contract for the appropriation and expenditure for the activity furthers the purposes of the Act and is necessary to carry out the redevelopment program, spend funds on activities, events, and promotion. Special events, marketing materials, advertising and other such non-capital expenditure have frequently been used as a means to carry out redevelopment."

Since Palatka's adopted CRA plan encourages the City to support, promote, and partner for special events, I believe is reasonable to extend to allowing funding of such events.

IF someone has information that is different, let me know, as I always welcome differing viewpoints.

Thank you,

Thad Crowe, AICP
Planning Director, Building & Zoning Dept.
City of Palatka
201 N. 2nd St.
Palatka, FL 32137
386-329-0103
<http://palatka-fl.gov>

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Please consider the environment - print only if necessary.

From: Betsy Driggers
Sent: Tuesday, January 19, 2016 6:55 PM
To: Thad Crowe; Jonathan Griffith
Subject: Special Events Permit for 3rd Friday event

Thad/Jonathan - I have copied over that 3rd Friday Special Events item to the 1/28 agenda as two of the dates (February & April) were tabled to get more information on whether or not CRA could fund these events. I will need someone to write up something for the Commission to consider, which I can attach.

Jonathan -- I also don't see an item on CRA funding of Main Street events on the 1/28 agenda.

Betsy Jordan Driggers, CMC
City Clerk
City of Palatka
201 N. 2nd Street
Palatka FL 32177
Ph. 386-329-0100 ext 211
Fax 386-329-0199
bdriggers@palatka-fl.gov

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This e-mail and any files transmitted with it are intended solely for the recipient(s) to whom it is addressed.

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

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:

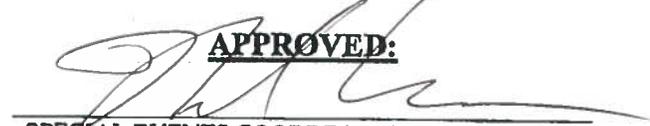
- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury,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

12/14/15
DATE


SIGNATURE OF APPLICANT

APPROVED:

SPECIAL EVENTS COORDINATOR DATE


CHIEF OF POLICE DATE 12-17-15

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: 12/9/14 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>	_____	_____	_____ AM/PM _____ AM/PM
Event Day 2	<u>See Attached</u>	_____	_____	_____ AM/PM _____ AM/PM
Event Day 3	<u>See Attached</u>	_____	_____	_____ AM/PM _____ AM/PM
Event Day 4	_____	_____	_____	_____ AM/PM _____ AM/PM

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: _____

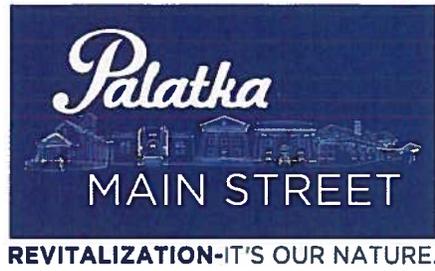
r Public street barricades/street closures/detours: (note locations on site plan) __See Attaches Map_____

- 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

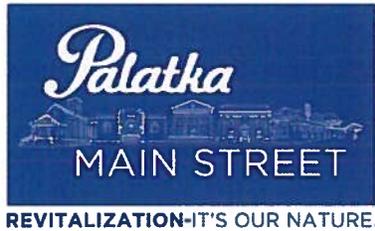
February 19

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.

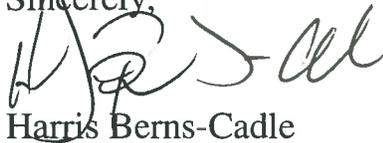
Palatka Main Street believes that the proposed changes will accomplish the following:

- 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:

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 - *Tabled on 1/14/16 to a time certain of 1/28/16*

SUMMARY:

This item was tabled by the Commission on 1/14/16 to obtain a written amendment to the Agreement concerning Section H, "Relief in the Public Interest." Ed Birk, Counsel for the City, advises HUD has tentatively agreed to reduced training requirements, and would accept a Fair Housing Workshop conducted by Fred Fox as part of the City's CDBG grant requirements. Following are an excerpt from the draft minutes of that meeting, which have been distributed:

"Mr. Holmes recommended tabling the item as the requirements under Paragraph 14 were never a topic of discussion. There is "teeth" in the agreement under Paragraph 18 which references monitoring and breach of agreement. Commissioner Norwood moved to table adoption of the resolution to January 28, 2016 to determine whether or not the reduced requirements are acceptable by HUD. Commissioner Campbell seconded the motion, which passed unopposed."

NOTE: An Amended Agreement (Section H) was received from Mr. Birk, Counsel representing the City of Palatka, and distributed on 1/28/16. The revised agreement now follows this Summary and appears as Exhibit to the resolution.

Here is the original 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
▫ Resolution	Resolution
▫ Conciliatory Agreement & PHA Resolution denoting Board action	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/19/2016 - 6:24 PM
City Clerk	Driggers, Betsy	Approved	1/19/2016 - 6:25 PM
City Manager	Suggs, Terry	Approved	1/20/2016 - 12:55 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:34 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:02 AM

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

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.

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

1. Respondents will continue to display a HUD Fair Housing poster and the City's Fair Housing Ordinance in the prominent location inside City Hall as it has done.
2. Within six (6) months of the effective date of this Agreement, Respondent City will conduct a Fair Housing Workshop similar to those it has conducted in prior years. This will require advance public notice of the workshop and invitations to public and private entities and persons involved in real estate and Fair Housing activities in the City of Palatka. HUD has reviewed and approved the materials the City has used at prior workshops and the City's use of these or substantially similar materials at the future workshop will satisfy the obligations intended by this paragraph. Respondents will provide to HUD within 10 days of the workshop a copy of the agenda and sign in sheet which identifies the name and position held of each person attending the workshop. Respondent's agenda and sign in sheet provided to 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

3. Respondents agree to apply their policies and procedures in a nondiscriminatory manner.
4. 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. Posting a copy of this Agreement in a prominent location within City Hall shall satisfy the obligations of this paragraph.
5. This Agreement will be a public document when placed on the City Commission Agenda. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the law.

I. MONITORING

6. 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

7. 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

8. 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.
9. 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.
10. 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.
11. 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.
12. 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

1. 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

(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:

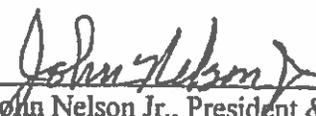
	<u>AYES</u>	<u>NAYS</u>
Commissioner Bolden	✓	
Commissioner Fulghum	✓	
Commissioner Evans	✓	
Commissioner Bivins	✓	
Chairperson Blevins	✓	

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:





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 - 2nd Reading, Adopt

SUMMARY:

This ordinance was passed on first reading on 1/14/16.

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:

Adopt on second reading an ordinance extending the impact fee moratorium for a period not to exceed two years. It was passed on first reading on 1/14/16.

ATTACHMENTS:

Description	Type
▫ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/15/2016 - 5:16 PM
City Clerk	Driggers, Betsy	Approved	1/15/2016 - 5:16 PM
City Manager	Suggs, Terry	Approved	1/20/2016 - 12:54 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:33 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:00 AM

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 - 2nd Reading, Adopt

SUMMARY:

This ordinance was passed on first reading on 1/14/16 with no changes.

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:

Adopt on second reading an ordinance amending Chapter 50, Parks and Recreation Code, to amend various elements of Article III, Special Events. This passed first reading on 1/14/16

ATTACHMENTS:

Description	Type
▢ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/15/2016 - 5:18 PM
City Clerk	Driggers, Betsy	Approved	1/15/2016 - 5:18 PM
City Manager	Suggs, Terry	Approved	1/20/2016 - 12:54 PM
Finance	Reynolds, Matt	Approved	1/25/2016 - 8:33 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 10:59 AM

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:

PULLED FROM AGENDA - ORDINANCE amending Subpart B, Article II of City of Palatka Charter, Related Laws governing the Palatka Gas Authority - 1st Reading

SUMMARY:

This item has been pulled from the agenda.

RECOMMENDED ACTION:

No action

ATTACHMENTS:

Description	Type
▫ strike-through/Underline proposed amendment to Art II, Charter	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Meeting Minutes	Driggers, Betsy	Approved	1/25/2016 - 10:59 AM
City Clerk	Driggers, Betsy	Approved	1/25/2016 - 11:00 AM
City Manager	Suggs, Terry	Approved	1/25/2016 - 12:37 PM

RELATED LAWS

ARTICLE I. IN GENERAL

Secs. 101-150. Reserved.

ARTICLE II. PALATKA GAS AUTHORITY*

Sec. 151. Definitions.

Whenever used in this Act [article], unless a different meaning clearly appears from the context:

- (a) *Gas transmission system.* The term “gas transmission system,” shall mean and include a supply of natural gas, whether acquired from wells or deposits or from pipe line or other source of supply and a pipe line or lines, plant and system for the acquisition and the transportation, transmission and deliver of natural gas or a plant for the manufacture of gas and the transportation, transmission and delivery thereof; together with all appurtenances thereto and all property, real, personal or mixed used or useful in connection therewith, including franchises, rights-of-way and easements. A gas transmission system may include facilities for making deliveries of gas to industrial and institutional users and to line tap residential and commercial users as well as to gas distribution systems.
- (b) *Gas distribution system.* The term “gas distribution system” shall mean and include a plant and system for the distribution and sale of gas and gas services in a municipality and the surrounding territory, including the sale and distribution of gas to residential, commercial, industrial, institutional and other users, together with all appurtenances thereto and all property, real, personal or mixed used or useful in connection therewith, including franchises, rights-of way and easements.

- (c) *System.* The term “system” shall mean and include a gas transmission system or systems and a gas distribution system or systems, or any one or more thereof.
- (d) *City.* The term “city” shall mean the City of Palatka, Florida.
- (e) *City Commission.* The term “city commission” shall mean the city commission of the City of Palatka, Florida, as provided for in the Charter of said city.
- (f) *Authority.* The term “authority” shall mean the five (5) members hereinafter provided for and constituting the department of the government of the City of Palatka herein created and established.

(Laws of Fla., ch. 59-1679, § 1)

Sec. 152. Created; established; composition.

There is hereby created and made a part of the government of the City of Palatka, Florida, a department to be known and designated as the “Palatka Gas Authority,” which shall consist of five (5) members, selected as hereinafter provided.

(Laws of Fla., ch. 59-1679, § 2)

Sec. 153. Appointment and terms of members.

The city commission shall, immediately upon this Act [article] becoming a law, appoint five (5) members to the Palatka Gas Authority, two of whom shall serve until the first regular meeting of the city commission in January of 1960, two of whom shall serve until the first regular meeting of the city commission in January of 1961, and one of whom shall serve until the first regular meeting of the city commission in January 1962. After the aforesaid initial appointment for the terms aforesaid the city commission shall appoint, at the first regular meeting of the city commission in January of each year, such members as are necessary to fill expiring terms, each appointee to serve a term of the (3) years.

(Laws of Fla., ch. 59-1679, § 3)

Sec. 154. Qualifications of members; forfeiture of office for designated causes; filling of vacancies resulting from disqualification.

Every person appointed as a member of said authority shall, at the time of the appointment, be

a qualified elector of the City of Palatka, [or the record owner of property within the City](#), and any member of the authority who ceases to possess any of the qualifications herein specified shall immediately forfeit his office and the city commission shall fill the vacancy so created in the manner provided in this Act [article]. No Person who is otherwise employed by the city or who holds any other office in the city, whether elected or appointed, shall be eligible for appointment as a member of the authority, and any member of the authority who becomes otherwise employed by the city or is elected or appointed to any other office in the city shall immediately forfeit his office as a member and the city commission shall fill the vacancy so created in the manner provided in the Act [article].

(Laws of Fla., ch. 59-1679, § 4)

Editor's note-A phrase in the above section requiring that authority members be property owners has been deleted in light of cases such as City of Phoenix V Kolodziejcki, 399 U.S. 209 (1970), Hill v. Stone, 421 U.S. 289 (1975) and Turner v. Fouche, 396 U.S. 346 (1970), holding similar provisions unconstitutional.

Sec. 155. City manager ex-officio member without voting privileges; reports to commission.

The city manager of the City of Palatka shall be an ex-officio member of said authority and shall attend its meetings, but shall have no vote in the proceedings of said authority. He shall make such reports to the city commission concerning the authority as shall be required by the city commission.

(Laws of Fla., ch. 59-1679, § 5)

Sec. 156. Annual organizational meeting; election of officers.

After their appointment the first members of the authority herein provided for shall meet and organize. At such meeting the members shall choose from their number a president and they

shall also choose a secretary, who may but need not be a member of the authority. Thereafter said officers shall be elected by the members of the authority at an annual meeting to be held during the month of January of each year and within seven (7) days after the first regular meeting in January of the city commission.

(Laws of Fla., ch. 59-1679, § 6)

Sec. 157. Appointment of new members; -filling vacancies; compensation of members.

The city commission shall, by a majority vote, appoint all new members of said authority, and all vacancies shall be filled in like manner. The members of the authority shall receive such compensation as may be fixed by the city commission for that purpose, and which may be changed from time to time by amendment of such ordinance.

(Laws of Fla., ch. 59-1679, § 7)

Sec. 158. Removal of members; procedure for appeal of removal to board of arbitrators; selection of board.

The city commission may, for cause, remove any member of the authority within the term for which he shall have been appointed, after giving to such member a copy of the charges against him and an opportunity to be heard in his defense. If after such hearing the city commission shall remove such member the member so removed may appeal such removal to a board of arbitrators in the following manner:

- (a) *Notice to city commission of appeal; selection of one arbitrator by removed member.* The member so removed shall send to the city commission a written notice of appeal so that the same shall reach the city clerk prior to the next regular meeting of the city commission, which notice shall name one arbitrator selected by such removed member. The city clerk shall read such notice to the city commission at the said next regular meeting of the city commission.
- (b) *Selection of an arbitrator by city commission; notice to removed member*

RELATED LAWS

of selection. The city commission shall, at its regular meeting following the meeting at which such notice of appeal is read by the city clerk, select one arbitrator and immediately notify the removed member in writing of the arbitrator so selected.

- (c) *Selection of third arbitrator by two previously selected, or judge of circuit court in case of disagreement.* The two arbitrators so selected shall then meet, within ten (10) days after the appointment of the arbitrator by the city commission, and jointly select a third arbitrator. In case the two arbitrators first selected cannot agree, then the third arbitrator shall be appointed by the judge of the circuit court for Putnam County, Florida.
- (d) *Hearing within certain time for review of removal.* Within ten (10) days after the selection of the third arbitrator the three arbitrators shall meet and review the removal, at which time the city commission, or its authorized representatives, and the removed member may present charges and defenses.
- (e) *Decision of board final; nonreviewable; notice to city manager and removed member.* The three arbitrators shall render a decision, by majority vote, either determining that there is just cause for removal and confirming the removal or reinstating the removed member, and shall notify the city manager and the removed member in writing of their said action, within ten (10) days after such meeting for review, and the decision of the arbitrators shall be final and nonreviewable.

(Laws of Fla., ch. 59-1679, § 8)

Sec. 159. Regular and special meetings.

Regular meetings of the authority shall be held at such times and such places as the members shall determine. The president of the authority, or two (2) members of the authority, may call special meetings of the authority upon written notice to each member, served personally, or left with some

member of his family above the age of fifteen years, at his usual place of residence, provided, however, if for any reason such notice cannot be served as herein provided, and there is present a majority of the members of the authority, such members shall meet in accordance with the call and record in the minutes the reason for not serving the notice herein provided for.

(Laws of Fla., ch. 59-1679, § 12)

Sec. 160. Quorum for meetings; presiding officer.

Three (3) members of the authority shall constitute a quorum at any meeting. The president of the authority shall preside at all meetings of the authority; provided, however, that the members of the authority may designate one of their number to reside in the absence of the president and to call special meetings when the president shall be absent or unable to call such meetings.

(Laws of Fla., ch. 59-1679, § 13)

Sec. 161. Minutes of meetings required; meetings and records public.

A permanent record of the minutes of all meetings of said authority shall be kept, and all meetings of the authority shall be held open to the public, and all records, minutes and books of the authority shall be at all times open to the inspection of any citizen of the City of Palatka.

(Laws of Fla., ch. 59-1679, § 14)

Sec. 162. Rules of procedure; resolutions adopting rules or regulations to be written; vote required for adoption of rules or regulation and establishing rates.

The authority shall determine its own rules of procedure and order of business; provided, however that all resolutions adopting or changing rules or regulations governing the use, control and operation of the gas system or systems and services shall be submitted in writing; provided further that the affirmative vote of three (3) members of the authority shall be necessary to

adopt any such resolution or to establish or change rates or charges for the use of the gas system or systems and services.

(Laws of Fla., ch. 59-1679, § 15)

Sec. 163. Powers of the authority.

The authority shall have the following powers and duties:

(a) *Management, operation, etc., of gas system plants without recourse to city commission.*

The authority shall have full power and authority over the management, supervision and control of the gas system or systems and gas plants of the city and shall make all rules or regulations governing the use, control and operation of the said gas system or systems and gas plants, without the necessity of any approval by the city commission, notwithstanding the provisions of F.S. ch. 180.

~~(b) *Rates and charges.*~~ The authority is hereby given the full power and authority to establish just and equitable rates or charges to be paid to the city for the use of the gas system or systems and services by each person, firm or corporation whose premises are served thereby, notwithstanding the provisions of F.S. ch. 180.

(b) *Powers subject to requirements of revenue certificates.* The powers conferred by this section upon the authority shall, however, be subject to any requirements which are now or may hereafter be imposed by revenue certificates which are now or may hereafter be issued by the city for the purchase, construction and extension of a gas system or systems, or any ordinances and resolutions adopted by the city for such purpose.

(Laws of Fla., ch. 59-1679, § 9)

Sec. 164. General manager — Appointment.

The authority shall by a majority vote appoint, subject to the approval of the city commission, a general manager who shall serve at the pleasure of the authority and shall be paid such salary or

compensation as shall be determined by the authority, provided however that the city commission shall have the power to override the authority regarding the salary or compensation to be paid to the general manager upon a finding of just cause. ~~city commission. Such appointment shall not take effect unless and until the city commission shall approve the same.~~

(Laws of Fla., ch. 59-1679, § 16)

Sec. 165. Same—Powers and duties.

The general manager shall have the following powers and duties:

- (a) To appoint or employ all subordinate officers and employees of the city for the purpose of said gas authority. All officers and employees of the authority so appointed or employed by the general manager may be removed by the general manager.
- (b) To manage, control and supervise the operation of the gas system or systems of the city under such rules and regulations as shall be prescribed by the authority.
- (c) To attend all meetings of the authority and take part in the discussions, but having no vote.
- (d) To recommend to the authority for adoption such measures as he may deem necessary or expedient in the interest of the efficient operation of the gas system or systems of the city.
- (e) To perform such other duties as the authority shall prescribe.

(Laws of Fla., ch. 59-1679, § 17)

Sec. 166. Administration and application of revenues of gas systems.

All revenues derived and obtained from the operation of the gas system or systems of the city shall be administered and applied only for the purposes and in the manner following:

- (a) *Payment into funds for purposes required by terms of revenue certificates.* There shall be paid into

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such funds or accounts and for such purposes as may be required by the terms of revenue certificates which are now or may hereafter be issued for the purpose of financing the cost of acquiring and constructing a gas system or systems, and/or as may be required by ordinances and resolutions adopted by the city in connection therewith, such portions of the revenue of the said gas system or systems as may be required to be so paid by said revenue certificates, ordinances and resolutions, until such time as all of said revenue certificates have been paid in full.

- (b) In the event the authority is assigned the task by the City to collect, account for, and/or distribute revenue attributable to and/or generated by any City function other than the operation of the authority (“unrelated revenues”), the authority shall account for and track all such unrelated revenues separately and apart from revenues generated by the operation of the authority. If required by applicable auditing standards, or by City directive, the authority shall also keep all non-related revenues in bank account or accounts which are separate and apart from the accounts into which revenues generated by the authority are deposited and maintained. Within ~~30~~ days after the end of each calendar month, the authority shall transfer to the City all non-related revenues collected by the authority during the calendar month which just ended.

- (c) ~~Use of surplus moneys~~ Transfers to the City. Within 30 days following the end of each calendar month, beginning with the fiscal year 2016-2017, the Authority shall transfer to the City a base line of 5.9% of the gross revenues associated with the sale of natural gas. Any revenue of the gas system or systems remaining after making full provision for the requirements of sub-paragraph (a) of this section may be used by the city for any other municipal purposes; provided, however, that the city shall

make provision for a reasonable reserve for the cost of operating, maintaining and repairing the gas system or systems and paying the cost of extensions, enlargements or additions to or replacement of the capital assets of said gas system or systems, prior to appropriating such revenue to other municipal purposes.

(Laws of Fla., ch. 59-1679, § 10)

Sec. 167. Expenditures in connection with gas system or systems to be made solely from revenues thereof.

All revenues derived and obtained from the operation of the city’s gas system ~~or systems of the city~~ shall be kept separate and apart from other money of the city, and the city commission or other officers of the city, shall not, under any circumstances, transfer any other money or revenues of the city to use of or for the gas system or systems, or accounts in connection with such gas system or systems in excess of the amounts received by the city from the operation of the gas system, for any purpose whatsoever. All expenses of the operation, maintenance and repair of the gas system or systems, all costs of extensions, enlargements or additions to or replacement of the capital assets of such gas system or systems, all principal and interest on revenue certificates, issued for the purchase and construction of a gas system or systems, and all other costs or expenses of any other kind of the said gas system or systems, shall be paid for solely from the revenues of the city’s gas system ~~or systems of the city~~.
(Laws of Fla., ch. 59-1679, § 11)

Sec. 168. Reports.

The authority shall submit to the city commission such reports of its activities at such times and in such detail as the city commission may require.
(Laws of Fla., ch. 59-1679, § 18)

Sec. 169. Act not to deprive city of existing powers.

Nothing herein contained shall be construed to deprive the City of Palatka or any of its officers of any powers and duties under special acts or general laws of the state, except such as are clearly inconsistent with this Act [article], and where not otherwise provided for herein the provisions of the special acts constituting the charter of the city shall apply.

(Laws of Fla., ch. 59-1679, § 19)

Sec. 170. City may supplement provisions by ordinance or resolution.

The city may supplement this Act [article] by the adoption of ordinances and resolutions not inconsistent herewith and may adopt ordinances providing for the enforcement of this act and prescribing penalties for violation of its provisions.

(Laws of Fla., ch. 59-1679, § 20)

Sec. 171. Act not to prejudice revenue certificates.

Nothing herein contained, except sections 10 and 11 [sections 166 and 167 of this article], shall affect the terms and provisions of revenue certificates which may be issued by the City of Palatka for the purchase, construction and extension of gas system or systems, or any ordinances and resolutions adopted by the city for such purpose. Sections 10 and 11 hereof [sections 166 and 167 of this article] shall, however be effective notwithstanding the provisions of any such revenue certificates, ordinances or resolutions.

(Laws of Fla., ch. 59-1679, § 21)



CITY COMMISSION AGENDA ITEM

SUBJECT:

PALATKA GAS AUTHORITY - Municode Agreement for Combined Utility Billing (3 yrs)

SUMMARY:

This is a report and discussion on Palatka Gas Authority combined utility billing through Municode.

RECOMMENDED ACTION:

n/a

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/21/2016 - 11:01 PM