

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 June 9, 2016

CALL TO ORDER:

- a. Invocation – The Reverend Dr. Ken Johnson, Executive Director; Rodeheaver Boys Ranch
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 5/12/16

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. RECOGNITION – Clean It Up! Green It Up! Organizers, Sponsors & Participants

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

3. CONSENT AGENDA

- *a. Adopt Resolution No. 2016-12-39 awarding the Turf Maintenance Bid to Agrow Pro, Inc. in the amount of \$30,480 and authorizing execution of all contract agreements associated with this bid award
- *b. Adopt Resolution No. 2016-12-40 authorizing the conveyance of a perpetual easement over a portion of parcel 42-10-6850-1460-0083 to the State of Florida DOT for SR 20 drainage improvements
- *c. Appoint Commissioner Rufus Borom as City of Palatka Voting Delegate to Florida League of Cities 2015 Annual Conference, and Vice Mayor Brown as Alternate Voting
- *d. Special Events Permit No 16-33 - Offord Birthday Party – Request to Waive 30-day Application Deadline, Grant permission to exceed allowable noise levels, Close N. 10th St between Eagle & Dunham to vehicular traffic, and allow consumption of alcoholic beverages within Booker Park on June 18th from 1 p.m. to 8 p.m. - Cedric Offord, Applicant

* 4. SUMMER MEETING SCHEDULE – 2016 City Commission, CRA meetings & TRIM Calendar

* 5. RESOLUTION authorizing the submission of an application for a USDA Rural Business Development Grant to construct storm water systems at the Riverfront Park - Adopt

6. CITY MANAGER & ADMINISTRATIVE REPORTS

7. COMMISSIONER COMMENTS

8. ADJOURN

*Attachment **Separate Cover

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

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

AGENDA - CITY OF PALATKA
June 9, 2016
Page 2

Upcoming Events:

July 4 – City offices closed for 4th of July Holiday
Aug. 18 – 20 – FLC Annual Conference – Hollywood FL
Aug. 30 – Primary Election Day
Sept. 5 – City Offices closed to observe Labor Day
Sept. 15 – Palatka hosts NEFLC Meeting
Nov. 8 – General Election Day
Nov. 11 – City offices closed to observe Veterans Day
Nov. 24 & 25 – City offices closed to observe Thanksgiving

Board Openings:

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



CITY COMMISSION AGENDA ITEM

SUBJECT:

a. RECOGNITION - Clean It Up! Green It Up! Organizers, Sponsors and Participants

SUMMARY:

Over 9,260 lbs of trash were collected by some 500 volunteers in the county-wide Keep Putnam Beautiful/Palatka Pride clean-up on May 21st. Thanks to:

- Marcia Marinello, Exec. Director, Keep Putnam Beautiful
- Terrill L. Hill, Mayor, City of Palatka
- Daniel Carle-Waste Pro
- Captain Newcomb- Palatka Police Department
- Mylinh Reeves- Palatka Police Department
- Laura Jones- Palatka Code Enforcement
- Sgt. Giberto Gonzales-Florida National Guard
- David Clapp-Keep Putnam Beautiful
- Tim Parker-County Property Appraiser
- Mary Garcia-Putnam County Health Department
- Larry Harvey- Putnam County Commissioner
- Karl N. Flagg - Putnam County Commissioner
- Michael Franks-Code Enforcement, City of Crescent City
- Joyce and Joe Svingala-Pomona Park Team
- Natalie Hurtado-Bostwick Team
- Cindy Shaw-Interlachen Team
- Barron Jones-East Palatka Team
- Susan Kessler-St. Johns River State College Team
- Georgia Pacific Work Team
- Roadheaver Boy's Ranch
- Mt. Tabor First Baptist Church
- Abe's Finest Meats -- Jerry Mullins
- Lowe's Home Improvements

RECOMMENDED ACTION:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	6/2/2016 - 4:51 PM



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-39 awarding the Turf Maintenance Bid to Agrow Pro, Inc. in the amount of \$30,480 and authorizing execution of all contract agreements associated with this bid award.

SUMMARY:

On March 29, 2016 the City issued an Invitation to Bid for Athletic Field Turf Maintenance. Two (2) bids were received. Agrow Pro, Inc. was the lowest qualified bidder with a bid of \$30,480.

The scope of this work includes the turf maintenance for five (5) locations.

1. Booker Park
2. Riverfront Park
3. Fred Green Park
4. Forrester Field
5. Shaw Buck Recreation Area

This proposal will shift the most intensive maintenance turf maintenance areas from in-house staff to a better equipped and knowledgeable private contractor. City staff will be responsible for overseeing and inspecting the work. The Contractor must submit a maintenance log and all inspection reports with each invoice.

Associated with but not included in this proposal is the tilling, grading, and hydro-seeding of the four athletic fields (i.e. Lefty Turner, Fred Green, Forrester and Shaw Buck). This work will be performed with a combination of in-house personnel and sub-contractors.

RECOMMENDED ACTION:

Adopt the resolution awarding the Turf Maintenance Bid to Agrow Pro, Inc. in the amount of \$30,480 and authorizing the City Manager and City Clerk to execute and attest the contract agreement.

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution
▢ Agrow Pro Bid	Backup Material

▫ ITB Turf Maintenance

Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Griffith, Jonathan	Approved	6/2/2016 - 12:26 PM
City Clerk	Driggers, Betsy	Approved	6/2/2016 - 5:10 PM

RESOLUTION No. 2016

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AWARDING THE TURF MAINTENANCE BID TO AGROW PRO, INC. IN THE AMOUNT OF \$30,480 AND AUTHORIZING EXECUTION OF ALL CONTRACT AGREEMENTS ASSOCIATED WITH THIS BID AWARD.

WHEREAS, on March 29, 2016 the City of Palatka (the **City**) advertised an Invitation to Bid for the Turf Maintenance, (the **Project**), and

WHEREAS, on April 27, 2016 the **City** received and opened bids at 3:00 PM and the apparent lowest and best bid was from Agrow Pro, Inc. in the amount of \$30,480; and

WHEREAS, the **City** deems it reasonable and necessary to enter into an agreement with Agrow Pro, Inc. for said **Project**.

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

1. That the Palatka City Commission awards the Turf Maintenance Bid to Agrow Pro, Inc..
2. That the City Manager and City Clerk are hereby authorized to execute and attest the Agreement in an amount not to exceed \$30,480 for turf maintenance.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of June, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Invitation to Bid (ITB)

ITB NO. 2016-05

PALATKA RECREATION AREA TURF MAINTENANCE

The City of Palatka hereby requests bids from responsible firms and for turf maintenance at multiple locations. The City shall select the lowest and most responsive bid.

The City reserves the right to enter into agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. All interested parties must register by email to the ITB contact their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this ITB.

Advertisement Date: March 30, 2016

Due Date: April 27, 2016 @ 3:00 p.m.

Pre-bid Meeting: n/a

Contact: Jonathan Griffith, Public Works Director
201 North Second Street
Palatka, FL 32177
jcgriffith@palatka-fl.gov
(386) 329-0103 ext. 325

Respondents are required to submit one (1) original and one (1) copy in a sealed envelope marked **"RESPONSE TO PALATKA ITB 2016-05"**. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of forty (40) pages. Forms required by this ITB, sectional dividers, and front and back covers will not be counted toward the total. All materials submitted pursuant to this ITB shall become the property of the City of Palatka. The City of Palatka supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

ATTACHMENT "D"

BID FORM

<u>Location/Description</u>	<u>Unit</u>	<u>Price</u>	<u>Annual Cost</u>
Booker Park			
Athletic Field Bermuda Grass	LS/month	\$ <u>375.00</u>	\$ <u>4,500.00</u>
Alternate Athletic Field Existing Grass	LS/month	\$ <u>200.00</u>	
Common Areas (all other turf areas)	LS/month	\$ <u>85.00</u>	\$ <u>1,020.00</u>
Riverfront Park			
Bermuda Grass (Southern pond to remain bahia grass)	LS/month	\$ <u>700.00</u>	\$ <u>8,400.00</u>
Alternate Existing Grass (i.e. Centipede, Bahia, St. Augustine grasses)	LS/month	\$ <u>700.00</u>	
Fred Green Park			
Athletic Field Bermuda Grass	LS/month	\$ <u>375.00</u>	\$ <u>4,500.00</u>
Alternate Athletic Field Existing Grass	LS/month	\$ <u>200.00</u>	
Common Areas (all other turf areas)	LS/month	\$ <u>85.00</u>	\$ <u>1,020.00</u>
Forrester Field			
Athletic Field Bermuda Grass	LS/month	\$ <u>375.00</u>	\$ <u>4,500.00</u>
Alternate Athletic Field Existing Grass	LS/month	\$ <u>200.00</u>	
Common Areas (all other turf areas)	LS/month	\$ <u>85.00</u>	\$ <u>1,020.00</u>
Shaw Buck Recreation Area			
Athletic Field Bermuda Grass	LS/month	\$ <u>375.00</u>	\$ <u>4,500.00</u>
Alternate Athletic Field Existing Grass	LS/month	\$ <u>200.00</u>	
Common Areas (all other turf areas)	LS/month	\$ <u>85.00</u>	\$ <u>1,020.00</u>
TOTAL \$			<u>30,480.00</u>

*All prices shall be lump sum (LS). Alternates are presented so the City shall have the option to consider phasing in the establishment of Bermuda grass.

AgrowPro

Lawn & Ornamental Pest Control

Agrow Pro Inc is a locally owned and operated business in North East Florida. We specialize in athletic field maintenance including fertilization, pest and weed control, aeration, verticutting, topdressing, and athletic field mowing. We care for over 225 acres of athletic turf here locally in North East Florida. We also offer our fertilization pest control, weed control and mowing services to customers in a residential and commercial lawn setting. We care for over 200 acres of commercial and residential lawns.

Our business is built on monthly maintenance of turfgrass, we have scheduled visits each month to our customers properties, or sports fields. We offer much more than just the monthly visits for fertilization, pest control, and weed control. Those services range from the aforementioned aeration, verticutting, topdressing, mowing and much more. We also carry the Diamond Pro line of athletic field products for baseball and softball fields we are an authorized distributor listed on their website. <http://diamondpro.com/Home/Distributors> We regularly sell these products to our sports field customers and many of them rely on us solely to meet all of their needs.

Agrow Pro is set apart from its competition by offering a wide variety of in – house services and expertise to our customers. We do have competition in our area however there are no current competitors in our area that offer the same services as we do without the use of sub-contracted labor and equipment. With this advantage we are able to control pricing for our services in ways that allow us to always have the upper hand. We are dedicated to providing quality service and affordable pricing to our customers. Our CEO Kyle Hutchings oversees all day to day business operations and is hands on in the care for all of our turfgrass customers, he assumes the responsibilities of product application, soil sampling, turf program development, and customer relations. Our employees are dedicated to their own personal growth and advancement through the growth of the company and we are proud to say that we have added three employees since our founding in 2012, and have not lost or let go any of them. For this reason and many more we feel that we are poised for future growth.

STAFF:

1. Kyle Hutchings

Owner/ Operator

Chemical applicator, Tractor operations.

10 years in industry

2. Brett Hutchings

Owner / Operator

Oversees all Bermuda grass mowing, Chemical applicator

3 years in industry

3. Tyler Tomlinson

Chemical applicator, Crew leader, Account manager

10 years in industry

4. A.J. Wiseman

Chemical Applicator, Crew leader

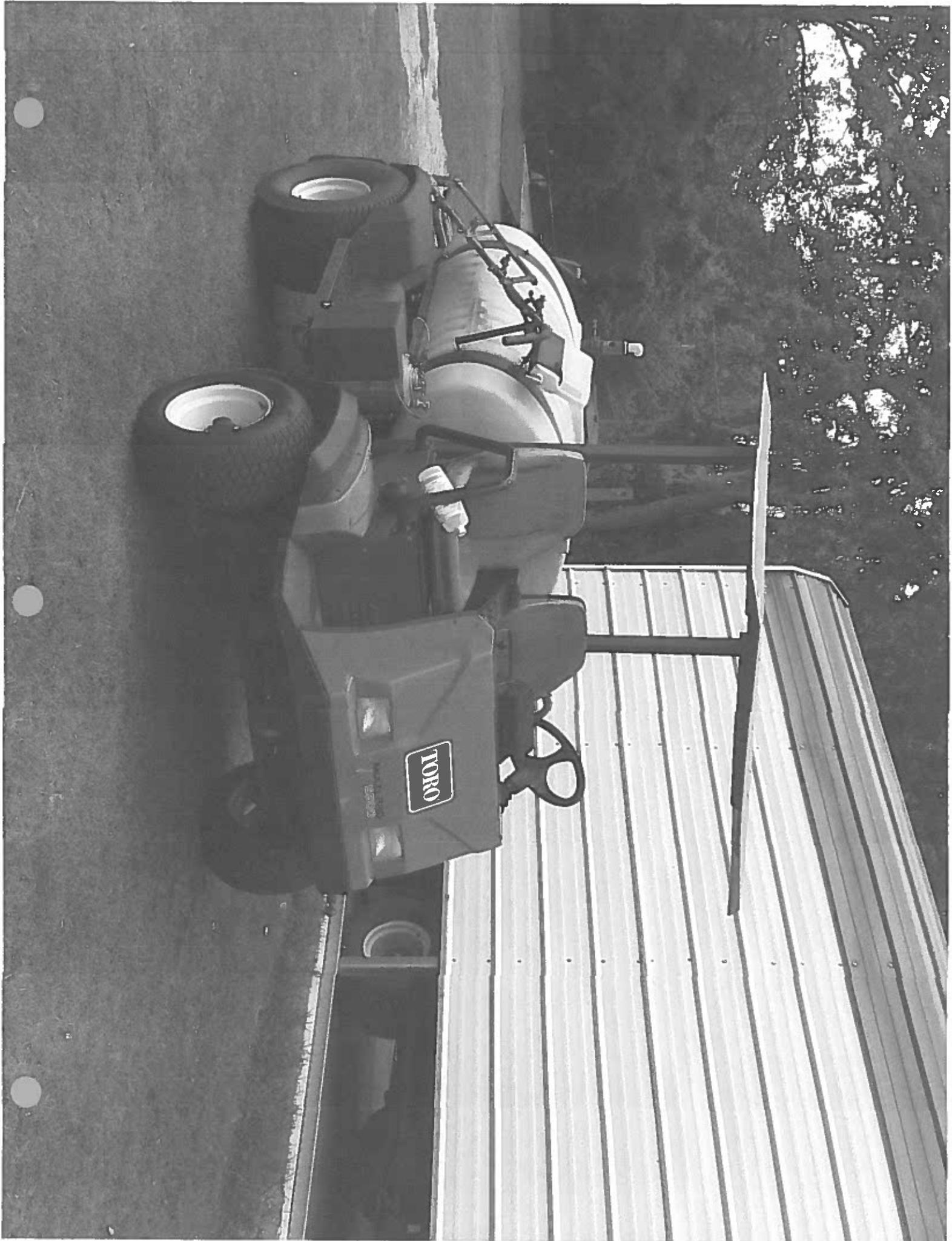
4 years in industry

5. Spencer Mays

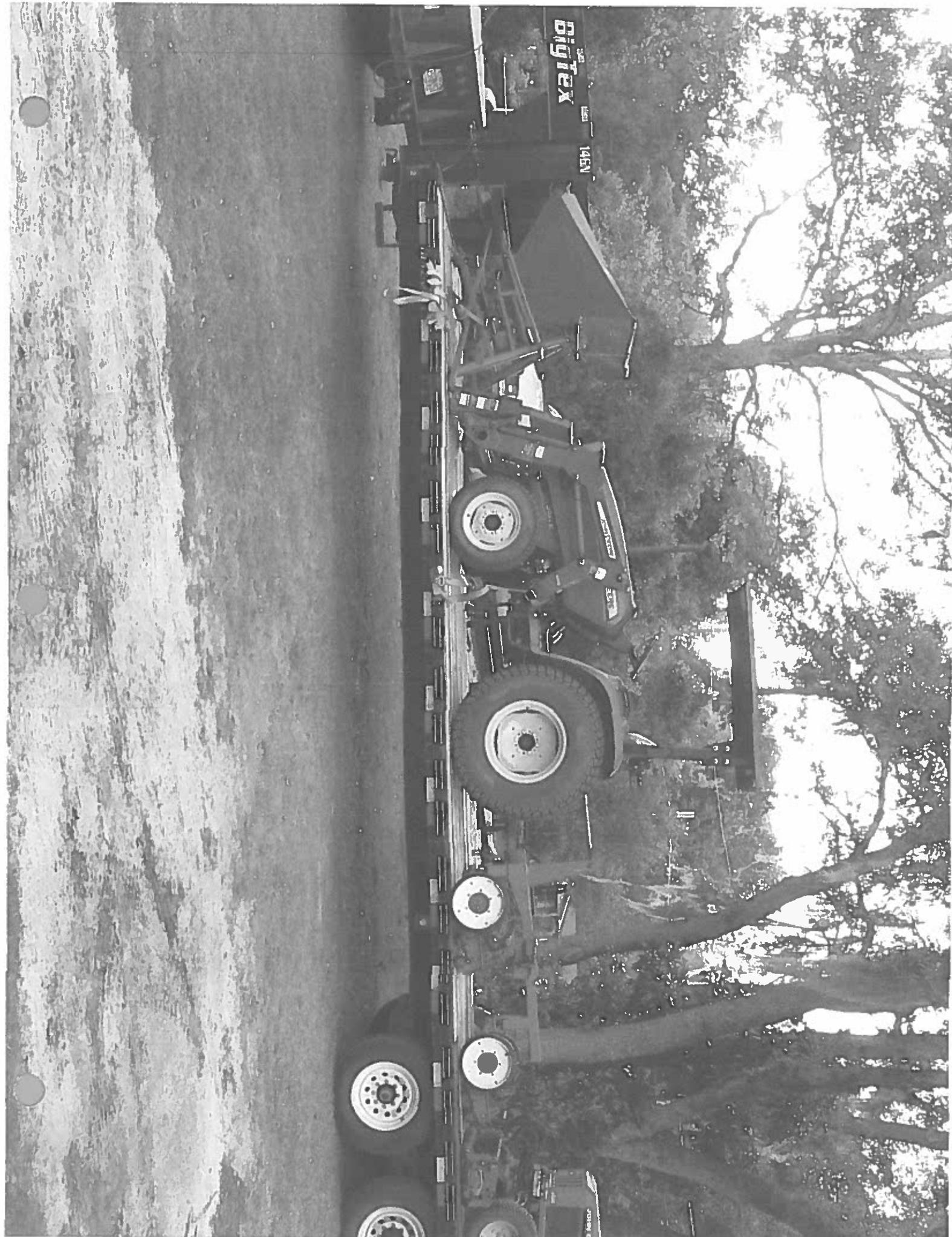
Labor crew leader, landscape maintenance team leader.

3 years in industry









JOHN DEERE

2653 A

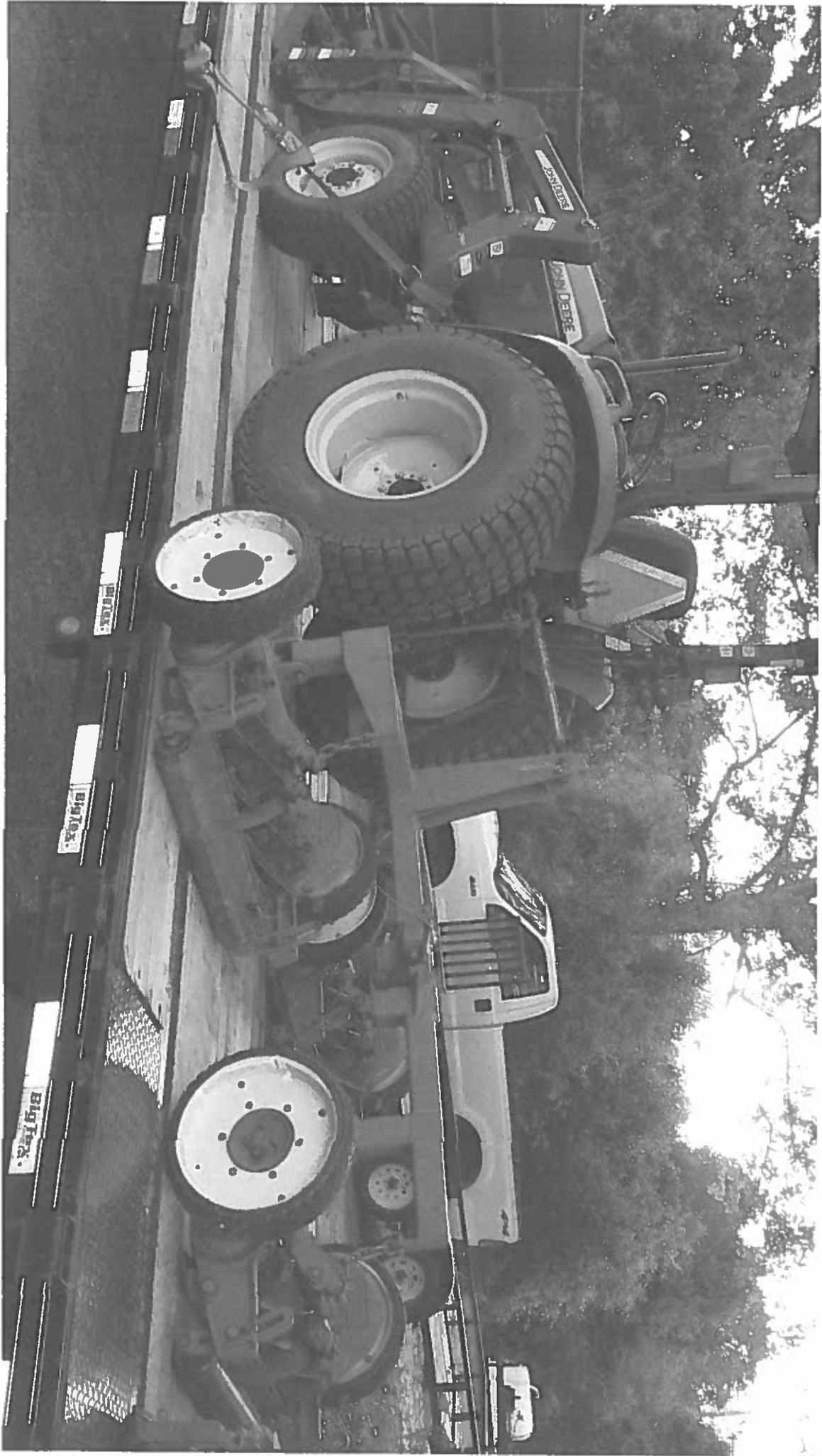
DIESEL

BigTex

BigTex

BigTex











STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
June 4, 2015

File No.
JB193384

Expires
June 30, 2016

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED
UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD
EXPIRING: June 30, 2016 AT

119 ALDERSGATE ST
GREEN COVE SPRINGS, FL 32043
AGROW PRO INC
119 ALDERSGATE ST
GREEN COVE SPRINGS, FL 32043

Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
May 13, 2015

File No.
JF193288

Expires
June 1, 2016

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING: June 1, 2016

WILLIAM KYLE HUTCHINGS
119 ALDERSGATE ST
GREEN COVE SPRINGS, FL 32043

Lawn and Ornamental


ADAM H. PUTNAM, COMMISSIONER

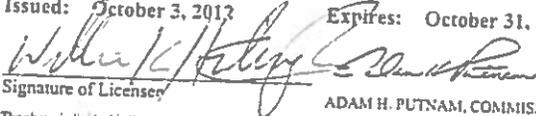
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21915

HUTCHINGS, WILLIAM KYLE
737 MYRTLE AVE
GREEN COVE SPRINGS, FL 32043

Categories
3

Issued: October 3, 2012

Expires: October 31, 2016


Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Agrow Pro Inc. Professional References

1. St Johns Country Day School

- **Agrow Pro is responsible for the maintenance of the campus grounds at St Johns Country Day School. We Mow the athletic fields twice a week at 3/4 " with self contained reel mowers. The courtyard is also mowed twice per week with a walking greens mower at 5/8". Wet checks are performed once per month on the irrigation system and repairs are made as needed. Athletic fields are fertilized and kept weed and pest free with a treatment every month.**
- **Jerry Santiago**
- **(917)568-5794**

2. Orange Park Athletic Association

- **Agrow Pro is responsible for the maintenance of all athletic fields and common grounds at OPAA. All of the fields are cut at 7/8" once per week with a reel mower. Agrowpro is responsible for irrigation, fertilization, pest and weed management.**
- **Julie Smith**
- **(904)568-6265**

3. San Juan Del Rio Catholic School

- **Agrowpro built and maintains the Softball/multipurpose fields at San Juan Del Rio. The fields are mowed at 7/8" with reel mowers. We are responsible for irrigation wet checks and repairs, fertilization, pest and weed management.**
- **Anna Marie Barta**
- **(904)610-7679**

CERTIFICATE OF INSURANCE

Issue Date: 04/01/16

Producer GREAT SCOT! INSURANCE, INC. 12155 Metro Parkway, Ste. 28A Fort Myers, FL 33966-8302 Phone: 239-561-3400 / 800-927-0418 Fax: 239-561-0496 www.gsiinsurance.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW <p align="center">Insurers Affording Coverage</p> Insurer A: Markel Insurance Company Insurer B: Associated Industries Insurance Company, Inc. Insurer C: Insurer D: Insurer E:
Insured Agrow Pro, Inc. 119 Aldersgate St Green Cove Springs, FL 32043	

Coverages

THE POLICIES OR INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Co Ltr	Type of Insurance	Policy Number	Pol. Eff. Date	Pol. Exp. Date	Limits of Liability
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> _____ <input type="checkbox"/> _____	PCG20010949-03	04/02/16	04/02/17	General Aggregate \$2,000,000 Products-Comp/Ops Agg \$2,000,000 Personal & Adv Injury \$1,000,000 Each Occurrence \$1,000,000 Fire Damage (Any One Fire) \$100,000 Medical Expense (Any One Person) \$5,000 Combined Single Limit \$0 Bodily Injury (per person) \$0 Bodily Injury (per accident) \$0 Property Damage \$0
	Automobile Liability <input type="checkbox"/> Comprehensive Ded. <input type="checkbox"/> Collision Ded. <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Autos Specified on Schedule				Each Occurrence Aggregate \$0 \$0
B	Worker's Compensation And Employer's Liability	AWC1062700	03/17/16	03/17/17	Statutory Each Accident \$100,000 Disease-Policy Limit \$500,000 Disease-Each Employee \$100,000
	Inland Marine				Equipment Limit \$0
	Property				Building Limit \$0 Contents Limit \$0

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 PEST CONTROL OPERATION

Certificate Holder	<p align="center">CANCELLATION</p> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. Authorized Representative <div style="text-align: center; font-size: 2em; font-family: cursive;"> </div>
--------------------	---

Policy Number: BA090000005616
Effective Date: 04/25/2016



Amended Declarations: Add Vehicles
This policy change has resulted in an additional premium of \$59.00
This declarations supersedes any previous declarations bearing the same number for this policy period

BUSINESS AUTO DECLARATIONS

For resolving issues or other information you can contact your agent or Mercury using the below phone numbers:

Issued By: Mercury Indemnity Company of America P.O. Box 31476 Tampa, FL 33631 Billing: (877) 559-9033 Claims: (800) 503-3724	Agent: AUTO INSURANCE WORLD 1190 N ORANGE AVE GREEN COVE SPRINGS, FL 32043 Agent Number: 090630 Agent Phone: (904) 529-7283
---	---

ITEM ONE GENERAL INFORMATION

Named Insured: AGROW PRO INC.

Mailing Address: 119 Aldersgate St,
Green Cove Springs, FL 32043-9501

Policy Period: From 05/09/2015 to 05/09/2016 at 12:01 AM Standard Time at your mailing address

Form of Business: Corporation

Total Policy Premium: \$15,673.00

Authorized Representative

This policy may be subject to final audit. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ENDORSEMENTS ATTACHED TO THIS POLICY	
IL 00 17 11 98 - Common Policy Conditions	
IL 00 21 09 08 - Nuclear Energy Liability Exclusion	
IL 00 03 09 08 - Calculation of Premium	
CA 00 01 03 06 - Business Auto Coverage Form	
CA 01 21 02 99 - Limited Mexico Coverage	
CA 01 28 03 09 - Florida Changes	
CA 02 67 11 12 - Florida Changes/Cancellation &	
CA 23 94 03 06 - Silica or Silica Related Dust Exclusion	
CA 20 48 02 99 - Specified Additional Insured	
CA 99 28 10 01 - Stated Amount Insurance	
CA 21 72 10 09 - Florida Uninsured Motorists Coverage -	
MCAU85B0414 - Florida Personal Injury Protection	
CA 99 23 12 93 - Rental Reimbursement Coverage	
CA 99 44 12 93 - Loss Payable Clause	

Policy Number: BA090000005616
 Effective Date: 04/25/2016



ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Coverage Symbol	Limit The Most We Will Pay For Any One Accident Or Loss	Premium
Liability	7	\$500,000 CSL	\$10,644
Personal Injury Protection	7	\$10,000	\$378
Medical Payments			
Uninsured Motorists	7	\$500,000 CSL, Non-Stacked	\$1,006
Comprehensive	7	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See ITEM FOUR For Hired Or Borrowed Autos.	\$985
Specified Causes of Loss		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See ITEM FOUR For Hired Or Borrowed Autos.	
Collision	7	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto. See ITEM FOUR For Hired Or Borrowed Autos.	\$2,215
Towing and Labor	7	See ITEM THREE LIMIT Shown For Each Disablement of An Auto.	\$145
Premium For ITEM FOUR (Hired Auto Coverage)			
Premium For ITEM FIVE (Non-Ownership Liability)			
Premium For Endorsements			\$300.00
Miscellaneous Fees and Expense			
Florida Hurricane Catastrophe Fund Fee			\$0.00
Total Policy Premium			\$15,673.00

Policy Number: BA090000005616
 Effective Date: 04/25/2016



ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN							
Covered Auto No.	Description	VIN	Garaging			Cost New	
			City	ST	Zip Code	Vehicle	Equip.
2	2005 FORD F350SD	1FDWF36P75EB57495	Green Cove	FL	32043	\$24,675	\$2,500
3	2014 BIG TEX 33 FT	16VGX282XE2316016	Green Cove	FL	32043		
5	2008 FORD F-250 SUPER DUTY	1FTSW21R08EC35173	Green Cove	FL	32043	\$34,500	
6	2012 DODGE RAM 5500	3C7WDFL6CG188359	Green Cove	FL	32043	\$46,765	
8	2011 GMC YUKON XL DENALI	1GKS1MEF3BR175081	Green Cove	FL	32043	\$55,905	

Covered Auto No.	Radius (In Miles)	Usage	Special Industry Class	Loss Payee
2	Up to 100	Service Use		
3	Up to 100	Service Use		BB AND T, PO Box 25610 Charlotte, NC 28229-5610
5	Up to 100	Service Use		BB AND T, PO Box 25610 Charlotte, NC 28229-5610
6	Up to 100	Service Use		STEARNS BANK, 500 13th St Albany, MN 56307-6401
8	Up to 100	Service Use		BMW FINANCIAL SERVICES NA LLC, 5550 Britton Pkwy Hilliard,

COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES
 (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)

Covered Auto No.	Liability Premium	Personal Injury Protection Premium	Uninsured Motorists Premium	Auto Medical Payments Premium	Comprehensive	
					Deductible	Premium
2	\$1,710	\$61	\$157		\$500	\$112
3					\$500	\$60
5	\$1,806	\$64	\$173		\$500	\$169
6	\$1,710	\$61	\$157		\$500	\$165
8	\$1,806	\$64	\$173		\$500	\$220

Covered Auto No.	Specified Causes Of Loss		Collision		Towing & Labor	
	Deductible	Premium	Deductible	Premium	Limit Per Disablement	Premium
2			\$500	\$220	\$100	\$29
3			\$500	\$122		
5			\$500	\$335		
6			\$500	\$461	\$100	\$29
8			\$500	\$610	\$100	\$29

Covered Auto No.	Rental Reimbursement		Auto Loan/Lease Gap Premium	Audio, Visual, & Data Equipment		Total Vehicle Premium
	Maximum Payment Each Covered Auto	Premium		Limit	Premium	
2	\$40 per day/30 days	\$40				\$2,329
3						\$182
5						\$2,547
6	\$40 per day/30 days	\$40				\$2,623
8	\$40 per day/30 days	\$40				\$2,942

Policy Number: BA090000005616
 Effective Date: 04/25/2016



ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN							
Covered Auto No.	Description	VIN	Garaging			Cost New	
			City	ST	Zip Code	Vehicle	Equip.
9	1999 FORD F250 SUPER DUTY-V8	1FTNX20F1XEAS1408	Green Cove	FL	32043	\$20,820	
10	2003 FORD F250 SUPER DUTY-V8	1FTNF21L43EB31898	Green Cove	FL	32043	\$27,140	

Covered Auto No.	Radius (In Miles)	Usage	Special Industry Class	Loss Payee
9	Up to 100	Service Use		
10	Up to 100	Service Use		

COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES						
(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
Covered Auto No.	Liability Premium	Personal Injury Protection Premium	Uninsured Motorists Premium	Auto Medical Payments Premium	Comprehensive	
					Deductible	Premium
9	\$1,806	\$64	\$173		\$500	\$124
10	\$1,806	\$64	\$173		\$500	\$135

Covered Auto No.	Specified Causes Of Loss		Collision		Towing & Labor	
	Deductible	Premium	Deductible	Premium	Limit Per Disablement	Premium
9			\$500	\$210	\$100	\$29
10			\$500	\$257	\$100	\$29

Covered Auto No.	Rental Reimbursement		Auto Loan/Lease Gap Premium	Audio, Visual, & Data Equipment		Total Vehicle Premium
	Maximum Payment Each Covered Auto	Premium		Limit	Premium	
9	\$40 per day/30 days	\$40				\$2,446
10	\$40 per day/30 days	\$40				\$2,504

Policy Number: BA090000005616
 Effective Date: 04/25/2016



TOTAL PREMIUMS	
Liability	\$10,644
Personal Injury Protection	\$378
Medical Payments	
Uninsured Motorists	\$1,006
Comprehensive	\$985
Specified Causes of Loss	
Collision	\$2,215
Towing and Labor	\$145
Rental Reimbursement	\$200
Loan/Lease Gap	
Audio, Visual and Data Electronic Equipment	

ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

Estimated Annual Cost Of Hire	Liability Coverage	Physical Damage Coverage		Total ITEM FOUR Premium
	Premium	Limit Of Insurance	Premium	
		Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto.		

ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY

Number Of Employees (Including Volunteers)	Total ITEM FIVE Premium

ADDITIONAL INFORMATION

Discounts
<ul style="list-style-type: none"> Multi-Line Discount Years In Business

Driver Information	
Listed Drivers	Excluded Drivers
WILLIAM KYLE HUTCHINGS	
TIFFANEY JEAN HUTCHINGS	
TYLER TOMLINSON	
MICHAEL HUTCHINGS	
ANTHONY WISEMAN	
ROBERT MAYS	

Additional Insureds
SCOTT MCRAE GROUP 701 Riverside Park Pl Ste 200

Policy Number: BA090000005616
Effective Date: 04/25/2016



Jacksonville, Florida 32204-3342

FLAGLER COUNTY SCHOOL BOARD
5400 Route 100
East Palm Coast, Florida 32164

ST JOHNS RIVER STATE COLLEGE
5001 Saint Johns Ave
Palatka, Florida 32177-3807

UNIVERSITY OF NORTH FLORIDA
1 unf dr
jacksonville, Florida 32224

Stated Amount Insurance

Covered Auto No.	Coverage	Limit of Insurance		Premium
3	Comprehensive	\$8,700 Less	\$500 Deductible	\$60
3	Collision	\$8,700 Less	\$500 Deductible	\$122

ATTACHMENT "A"

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's Invitation to Bid (ITB) for the Palatka Recreation Turf Maintenance, the other related documents identified in the ITB, and any Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4-22-16</u>
_____	_____
_____	_____
_____	_____

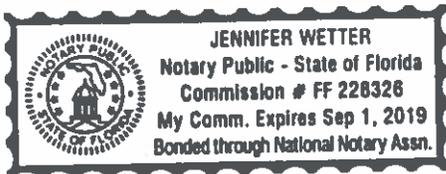
On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

William K. Huberly
 Name (Print)

[Signature] 4-27-16
 Signature Date:

STATE OF FLORIDA
 COUNTY OF Clay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2016, and is personally known to me, or has provided FLDLH 32593188 4140 as identification.



Jennifer Wetter
 Notary Public
 My Commission expires: 9/1/19

ATTACHMENT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for The
City of Palatka ITB NO 2016-05.
2. This sworn statement is submitted by (entity) Agrow Pro whose business address
is 119 Aldersgate st G.C.S., FL 32043 and (if applicable) Federal Employer Identification
Number (FEIN) is 45-4398205 (If a Sole Proprietor and you have no FEIN, include
the last four (4) digits of your Social Security Number: _____.)
3. My name is William Hutchings and my relationship to the entity named above is
President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes,
means a violation of any state or federal law by a person with respect to and directly related to the
transaction of business with any public entity or with an agency or political subdivision of any other
state or with the United States, including, but not limited to, any proposal or contract for goods or
services to be provided to any public entity or any agency or political subdivision of any other state
or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,
conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida
Statutes, means finding of guilt or a conviction of a public entity crime with or without an
adjudication of guilt, in any federal or state trial court of records relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity
and who has been convicted of a public entity crime. The term "affiliate" includes those
officers, directors, executives, partners, shareholders, employees, members, and agents who are
active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares
constituting a controlling income among persons when not for fair interest in another person, or
a pooling of equipment or income among persons when not for fair market value under a length
agreement, shall be a prima facie case that one person controls another person. A person who
was knowingly convicted of a public entity crime, in Florida during the preceding 36 months
shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any
natural person or entity organized under the laws of the state or of the United States with the legal
power to enter into a binding contract for provision of goods or services let by a public entity, or
which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

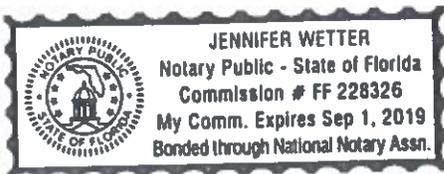
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

William K Hutchings
 Name (Print)

WKF 4-27-16
 Signature Date:

STATE OF FLORIDA
 COUNTY OF clay

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of April, 2016, and is personally known to me, or has provided FLDLH325931 884142 identification.



Jennifer Wetter
 Notary Public
 My Commission expires: 9/1/19

ATTACHMENT "C"

CITY OF PALATKA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Agrow Pro

CITY: Green Cove Springs STATE: FL ZIP CODE: 32043

TELEPHONE NUMBER(S): 904-449-1299

SIGNATURE: 

NAME (TYPED OR PRINTED): William Hutchings TITLE: President

EMAIL: kyle@agrowpro.com



Invitation to Bid (ITB)

ITB NO. 2016-05

PALATKA RECREATION AREA TURF MAINTENANCE

The City of Palatka hereby requests bids from responsible firms and for turf maintenance at multiple locations. The City shall select the lowest and most responsive bid.

The City reserves the right to enter into agreements with multiple respondents, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. All interested parties must register by email to the ITB contact their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this ITB.

Advertisement Date: March 30, 2016

Due Date: **April 27, 2016 @ 3:00 p.m.**

Pre-bid Meeting: n/a

Contact: Jonathan Griffith, Public Works Director
201 North Second Street
Palatka, FL 32177
jcgriffith@palatka-fl.gov
(386) 329-0103 ext. 325

Respondents are required to submit one (1) original and one (1) copy in a sealed envelope marked **"RESPONSE TO PALATKA ITB 2016-05"**. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of forty (40) pages. Forms required by this ITB, sectional dividers, and front and back covers will not be counted toward the total. All materials submitted pursuant to this ITB shall become the property of the City of Palatka. The City of Palatka supports Equal Opportunity Employment, Fair Housing and Providing Handicapped Access.

The bid must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number and ITB title-number and delivered to:

City of Palatka
Attn: Betsy Driggers, City Clerk
201 North Second St.
Palatka, FL 32177

Hand-carried and express mail proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., local time, Monday through Friday, excluding holidays observed by the City.

Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after **3:00 p.m. (local time), April 27, 2016** will not be considered and will be returned unopened. The City reserves the right to reject any and all submittals received in response to this ITB as determined to be in the best interests of the City. The City may not award an agreement(s) solely on the basis of this ITB and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Proposals must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to the proposal. In the absence of a corporate seal, the Proposal must be notarized by a Notary Public.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City. All material submitted in response to the ITB becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this ITB are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. Explanations desired by the submitter(s) regarding the meaning or interpretation of this ITB must be obtained from the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

TABLE OF CONTENTS

- I. Statement of Intent
- II. Term
- III. Definitions
- IV. Scope of Services/Specifications
- V. General Conditions
- VI. Submittal Requirements
- VII. Late Proposals, Modifications, and Withdrawals
- VIII. ITB Postponement/Cancellation/Waiver of Irregularities
- IX. Rights of Appeal
- X. Laws and Regulations

Attachment A – Proposer’s Certification

Attachment B – Public Entity Crimes

Attachment C – Drug Free Workplace Certification

Attachment D – Bid Form

Attachment E – Maintenance Areas Exhibit

I. STATEMENT ON INTENT

The City of Palatka is interested in obtaining bids from qualified Contractors, for the purpose of providing turf maintenance services at various City parks and athletic fields. The City plans to establish Bermuda grass by way of tilling and hydroseeding on all athletic fields at Booker Park, Fred Green Park, Shaw Buck Recreation Area and Forrester Field. All other turf areas at Booker Park, Fred Green Park, Shaw Buck Recreation Area and Forrester Field shall remain as is. The City may establish Bermuda grass on the Riverfront Park.

The work consists of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner. The work shall be performed by a licensed landscape contractor and crew with at least four (4) years of verifiable full-time experience with landscape maintenance work of similar scope and cost. The City intends to award a contract to the most responsive and lowest bid.

II. TERM

- i. **Contract Term:** The term of this Agreement shall be for a two (2) year period commencing on the date that service commences provided that the Agreement has been executed by both parties prior to such date. Service is expected to commence on May 1, 2016 however the City, at its sole discretion, reserves the right to modify the aforementioned commencement date should it deem necessary. The City shall not be responsible for any costs associated with such modification.
- ii. **Renewal Term And Compensation:** The City reserves the right to renew the terms of this Agreement for four (4) additional years in two (2) year increments pending a mutual agreement between the City and the Contractor and a review of contractor's performance for the previous two year period. Such review shall be done with a written notice to Contractor by City.

Should City and Contractor choose to renew the Contract as provided for, Contractor may adjust rates, each additional two (2) year period, upward or downward to reflect the cost of doing business measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency for all consumers in the Gainesville, FL district, for the latest available twelve (12) months, calculated by the percent change up or down as compared to the Bureau of Labor Statistics from the award period. Contractor shall notify City not less than sixty (60) days prior to the expiration of the Contract should Contractor plan on adjusting rates as provided for in this paragraph. Such notification shall include the proposed new rates.

III. DEFINITIONS

- i. **ANSI:** American National Standards Institute.
- ii. **Debris & Litter:** Objects that are unsightly or present obstacles to mowing and other grounds maintenance operations including but not limited to, rocks in lawn areas, wind and storm damage items; paper, glass, trash, or debris deposited or blown onto the sites; palm fronds and tree limbs; and illegally posted signs within the public rights-of-way, are to be removed by Contractor, at Contractor's expense.
- iii. **Edging:** The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, etc., and the maintenance of a defined manicured edge around tree rings, landscape borders, monuments, signs, or other physical elements protruding from the landscape maintenance area.
- iv. **FDOT:** Florida Department of Transportation

- v. **Irrigation**: All of the plumbing and electrical devices involved in the distribution of irrigation water. The plumbing begins at, but does not include, the main supply and ends with the drain valve or sprinkler head. The electrical begins at, and includes, the electrical controller (including box) and ends with the electrical solenoid on a valve or sprinkler head.
- vi. **M.O.T.**: Maintenance of Traffic
- vii. **MSDS**: Material Safety Data Sheet
- viii. **OSHA**: Occupational Safety and Health Administration
- ix. **Pest Control**: The use of integrated pest management techniques to control outdoor pests such as weeds, rodents, insects and plant diseases.
- x. **Pruning**: The cutting of trees, shrubs, and hedges in a neat and orderly manner and in accordance with all applicable standards, rules, and regulations.
- xi. **Safety**: Freedom from the occurrence or risk of injury, danger, or loss.
- xii. **Scope of Work**: The work under this Agreement shall consist of the supervision, materials, equipment, labor and all other items necessary to complete said work.
- xiii. **Sport Fields**: Those fields characterized by sport turfs (Bermuda Grass and/or Synthetic Turf) and specifically utilized for soccer, football, lacrosse, baseball, and softball. Sport fields are **not** included within the scope of this Bid.
- xiv. **Trimming**: The cutting of grass and weeds in areas that are inaccessible to mowers due to obstacles.
- xv. **Weed**: Any plant growing where it is not desired. Plants such as, but not limited to: clover, dandelions, purslane, chickweed, plantain, knot weed, black medic, and crabgrass are also considered weeds. Grass in plant, rock and shrub beds, cracks in sidewalks, streets and parking lots is also a weed.

IV. SCOPE OF SERVICES / SPECIFICATIONS

- i. **General Statement of Contractor's Obligations**: Contractor hereby agrees to provide landscape maintenance services in accordance with all the specifications set forth herein to the City parks and athletic field areas outlined in Attachment E.
- ii. **Mowing**:
 - i. Mowing shall be performed in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass.
 - ii. All mowing equipment must be equipped with adjustable and functional discharge chutes. Discharge chutes shall be angled downward as necessary to prevent the discharge of clippings or other generated debris into pedestrian areas, roadways, or other areas that may cause damage or injury to persons or property. Discharge chutes shall be adjusted downward at a minimum 35 degree angle from horizontal when conducting mowing operations along medians and roadway edges.
 - iii. All mowers must be adjustable and adjusted to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
 - iv. All mower blades are to be sharp enough to cut, rather than to tear grass blades.

- v. All litter and debris is to be removed from turf before mowing to avoid shredding that will damage turf appearance, or items that may be propelled by mower blades.
- vi. Mowing will be done carefully so as not to damage tree bark, tree supports or shrubs, intrude into ground cover beds, damage sodded berms, sprinkler heads, valves, manifolds, time clocks, curbs, or other items within or adjacent to the maintenance area.
- vii. Grass clippings or debris caused by mowing or trimming shall be removed from adjacent walks, streets, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed. Nothing shall be allowed to stay in the vicinity of a storm water inlet/catch basin(s) nor be allowed to enter into any inlet, catch basin or body of water. Failure to follow these requirements may result in termination of the Agreement.
- viii. Mowing will not be done when weather or conditions will result in damaged turf or uneven cutting. Mowing patterns shall vary to avoid rutting and damaging turf.
- ix. Turf shall never be cut more than 1/3 off the top growth or approximately one (1) inch at any mowing. The mowing heights and methods are as follows:

Grass	Mowing Height (inches)	Mower Type
Bermuda grass	0.5-1.5	Reel mower
Bahia grass	2-3"	Rotary mower
St. Augustine grass	2.5-3.5"	Rotary
Centipede grass	1.5-2.0	Rotary
Zoysia grass	2.0-2.5	Rotary

- x. Excess clippings shall be removed from turf areas, roadways and sidewalks and may be spread out as appropriate along turf provided they do not cause an unsightly appearance as determined by the City or restrict the regeneration of the turf below. The Contractor shall be responsible for the removal, transport and disposal of any excess clippings.

iii. **Turf:**

- i. All turf areas are to be 95 % weed free, 95% established and 100% free of turf damaging or nuisance insects. For the purposes of this assessment a 10' x 10' area shall be used.

iv. **Mowing Frequencies:**

All turf areas shall be mowed one (1) time per week during the growing season or at a minimum frequency to maintain the desired height as specified herein. Even if mowing is not required the contractor is expected to monitor the maintenance areas on a reoccurring basis to ensure that all other requirements specified herein area adhered to.

v. **Trimming, Edging and Blowing:**

- i. Trimming: Grass shall be trimmed during, or as an immediate operation following, mowing. Trimming may be accomplished by hand or hand fish line) cutting machines. Grass will be powered shear or rotary nylon trimmed at the

same height as adjacent turf is mowed, and as needed to remove all grass leaves from around all obstacles and vertical surfaces in the turf such as posts, trees, walls, cement medians. Berms shall be trimmed with a small trim mower only. Contractor shall use special care when trimming around trees to limit damage to bark surface and/or the living cambium layer beneath, and when trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

- ii. **Edging:** Mechanical edging of all turf edges abutting sidewalks, and flush paved surfaces, including all road curbs, drives, etc., will be done during or as an immediate operation following the mowing for the cycle as follows: turf will be edged approximately eighteen (18) inches outside and around all trees that are in lawn areas, or as directed by City designee. Turf will be edged approximately ten (10) inches out from the drip line of shrubs and hedges. Turf edging at shrub beds, flower beds, ground cover beds, hedges, or around trees (where “edging” rather than “trimming” is directed) shall be edged with a manual or mechanical edger to a neat vertical uniform line. Edging and trimming is to be done every time an area is mowed. All hard surface edges shall be visible, free of dirt and overgrowth. The contractor shall at a minimum visit each facility every two (2) weeks to ensure this specification is adhered to.

Dirt and debris produced by edging or trimming will be removed and swept from adjacent hard surfaces including but not limited to roadways, sidewalks, and trails during or as an immediate operation following the mowing.

Athletic clay areas shall be kept edged with a mechanical edger.

- iii. **Chemical Edging:** Chemical application may be used as an alternative to mechanical edging to kill weeds and trim in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, and cement medians (concrete divider isles). Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to three (3) inches on either side of the application line.

Contractor is responsible for replacement of all damaged sod at Contractor’s cost and City shall not be financially responsible for replacement of sod damaged by Contractor. If sod replacement is not complete within one week of written notification, City may replace and deduct the cost of replacement from the next monthly payment application.

Athletic clay areas shall be kept weed free with spot chemical applications.

- iv. **Blowing:** All hard surfaces (i.e. streets, parking areas walks, paths, patios, dugouts, etc.) shall be kept free of dirt, clippings, leaves and other debris. The contractor shall at a minimum visit each facility every two (2) weeks to ensure this specification is adhered to.

vi. **Weed Control - Landscape Maintenance Weed Control:**

- i. One (1) blanket application of pre-emergent herbicide shall be made to all areas.
- ii. Post-emergent herbicides shall be applied as necessary to control and eliminate broad leaf, sedges and grass weeds in all turf areas.
- iii. Weeds are to be mechanically or chemically removed from walkways, walkway cracks, walkway/curb gutter expansion joints, pavers and along fence lines.

- iv. Contractor may use contact herbicides for killing spots of weeds in turf areas with written permission.

vii. **Turf Fertilization:**

- i. **Turf Fertilization:** Fertilization of turf areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City. The Contractor shall at a minimum:
 - 1. **Athletic Fields:** A minimum of ten (10) fertilizer applications, two (2) of which shall be complete slow release granular fertilizers. Liquid fertilizers shall be used monthly to maintain color and vigor.
 - 2. **Common Recreation Areas:** A minimum of four (4) fertilizer applications two (2) of which shall be complete slow release granular fertilizers. Liquid fertilizers shall be used monthly to maintain color and vigor.
- ii. **Turf Weed Control:** Weed control in turf areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City.
- iii. **Fire Ant and Mole Cricket Control:** An annual application of Topchoice or equal shall be applied to all areas. The Contractor shall spot treat Fire Ants as necessary.
- iv. **Disease Control:** Disease control in turf and shrub areas will be by identification and diagnosis and application of appropriate treatment as needed upon written authorization of the City.

viii. **Litter and Debris Control:**

- i. The City shall be responsible for tree trimming. The Contractor shall be responsible for the removal and disposal of limbs, fronds and moss that fall to the ground naturally.
- ii. Litter removal from turf areas and plant beds and designated right-of-way areas shall be completed prior to each mowing operation in the same day.
- iii. Litter is to be removed entirely from the sites and disposed of at Contractor's expense (no dumping on City property shall be permitted).
- iv. The City retains the right to request debris removal upon a finding by City staff that such services are necessary.

ix. **Use of Chemicals:**

- i. Chemicals shall only be applied by or under the supervision of those persons processing a valid Florida Certified Pesticide Applicators License. Applications shall be in strict accordance with all governing regulations. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by or under the direction of a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

MSDS sheets for all proposed chemicals to include, commercial name, application rates and type of usage shall be submitted to the City designee for approval at the beginning of this Agreement. All proposed chemicals shall be

approved by the Florida Department of Agriculture. No work shall begin until written approval of use is obtained from the City designee.

Records must be kept and retained as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

- ii. The use of a growth regulator is permitted.
 - iii. Chemicals shall be applied when air current is still and using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
 - iv. Any soil, sod or plants contaminated or damaged by misuse of chemicals on the sites will be removed and replaced, with such removal and replacement cost paid for by Contractor.
- x. **Hours of Work:**
- i. Maintenance work shall occur between 7:00 am and 5:00 pm Eastern Standard Time on Monday through Friday.
 - ii. The Contractor shall understand that their work may be disrupted due to site use (i.e. special events and facility rentals). Contractor shall coordinate with the City designee to confirm that maintenance activities shall not interfere with facility rentals and special events.
 - iii. The Contractor must obtain City approval from the City designee to conduct maintenance outside of the working hours.
- xi. **Maintenance Work Log:**
- i. The contractor is maintain a log of all maintenance activities on a form to be approved by the City designee.
 - ii. The Contractor shall submit the maintenance log to the City with each monthly invoice.
- xii. **Additional Services:**
- i. **Sod Replacement:** On an “as needed” basis at the request of the City, Contractor shall supply labor and materials necessary to replace and/or install sod for the City. Sod will be priced per square foot of sod and shall include grading and installation.
 - ii. **Additional Mowing/Trimming/Edging:** On an “as needed” basis at the request of the City, Contractor shall provide additional mowing, trimming edging, as described herein, to accommodate a special City event or holiday event. City shall provide not less than seven (7) days notice when requesting said additional mowing/trimming/edging service.
 - iii. **Chemical Pest Control:** Turf insect control shall be provided by Contractor for insects identified by Contractor or City staff as problematic and shall be treated as needed upon approval of the City.
 - iv. **Verticutting:** On an "as needed" basis at the request of the City, Contractor shall verticut areas in need of dethatching.

V. GENERAL CONDITIONS

- i. **Damage to Public and/or Private Property:** Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.
- ii. **Vehicles and Equipment:** Contractor, at its sole cost and expense, shall furnish and maintain all vehicles and equipment as is considered reasonably necessary to perform the work in an acceptable manner to the City and at a satisfactory rate of progress. The vehicles and equipment shall be maintained in a safe and efficient working condition throughout the term of the Contract and any renewal period. Contractor shall establish a regular preventative maintenance program for all equipment and shall maintain records of preventative maintenance and other maintenance repairs to the equipment. Contractor shall be responsible for initiating, maintaining and supervising all maintenance programs, safety precautions and programs, in connection with the work and services performed hereunder. Contractor shall establish reasonable procedures and programs to prevent property loss or damage and/or personal injury to persons, including, but not limited to, employees performing such work and all other persons who may be affected hereby. *Contractor shall not park trucks and trailers on or over sidewalks.* Trucks and trailers shall remain on the roadway with proper Maintenance of Traffic (MOT) controls or within an appropriate/approved parking lot.
- iii. **Compliance with Laws:** Contractor, its officers, agents, employees, and contractors, shall abide by and comply with all Federal, state and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then Contractor shall immediately desist from and correct such violation. If Contractor is in violation of any law, Contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.
- iv. **Permits and Licenses:** The Contractor shall submit copies to the City's designee of all licenses required for this work. Contractor, at his/her own expense shall be responsible for obtaining any permits and licenses that may be required under this Agreement.
- v. **Indemnity:** Contractor shall indemnify, defend and hold City and its employees harmless from any and all liability, claims, causes of action, judgments or penalties in any way related to the actions or omissions, its activities and those of its employees, subcontractors and agents pursuant to or related to this agreement. Nothing herein shall constitute a waiver of the City's sovereign immunity.
- vi. **Insurance:** Contractor shall provide the City with proof of adequate (in the opinion of City) workers compensation insurance. *Workers compensation insurance shall include in addition to any other requirements, coverage for class codes 0042, 9102.* Contractor shall procure and keep in force general liability insurance in the amount of \$1,000,000 with the City as an additional insured. The insurance policy shall require thirty (30) days notice to City in the event of cancellation, alteration or termination. The City shall receive current copies of the certificate of insurance. All vehicles used by Contractor shall have liability insurance in the minimum amount of \$500,000 per incident. Contractor shall procure and keep in force any other insurance that may be required by any other federal, state, or local governmental entities having jurisdiction.
- vii. **Contract:** The selected firm shall execute and comply with the City's landscape maintenance services agreement as approved by the City Attorney.

- viii. **Performance and Termination:** Failure on the part of the Contractor to comply with the conditions, terms, specifications and requirement of the bid shall be just cause for the cancellation of the bid award. The City may, by written notice to the Bidder, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Bidder, the CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the CITY determines that such termination is in the best interest of the CITY. The Contractor shall promptly discontinue all work at that time and to the extent indicated on the notice of termination.

- ix. **Payment:** Payment will be made after the services have been completed, accepted, and properly invoiced. Invoices must include the project name, purchase order number and maintenance report. The City has up to thirty (30) days to review, approve and pay all invoices after receipt.
- x. **Warranty:** Contractor shall replace any dead, dying, or infested plant materials including turf, shrubs, hedges, trees, and groundcovers that were installed by Contractor for a period of one year from the date of installation provided the condition of said plant materials is not directly related to vandalism and/or a vehicular accident.
- xi. **Employees:** Employees of the Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Bidder shall supply competent and physically capable employees. The City may require the Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in contract price. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.

Employees of the Contractor shall at all times be wearing uniforms that clearly identify them as an employee of the Contractor. The Contractor shall have a Supervisor on site at all times that work is being performed at a City facility or within public rights-of-way. The aforementioned Supervisor shall be capable of communicating in and understanding the English language.

- xii. **Site Inspection:** It shall be the responsibility of the Bidder to inspect the site before submission of bids. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of this contract will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder. Omission of any essential details from these specifications will not relieve the Contractor of supplying such product(s) and/or service(s) as specified.

VI. SUBMITTAL REQUIREMENTS

Proposal to be provided in the order below:

- i. **Bid Form** Attachment D
- ii. **Company profile:** (20 page limit)
 - a. Number of years the firm has been in business
 - b. A complete list of staff and brief description of experience
 - c. Pictures of equipment to be used including but not limited to:
 - i. mowers

- ii. vehicles
 - iii. trailers
 - iv. sprayers
 - v. weed eaters
 - vi. edgers; and
 - vii. verticutter
 - d. Copies of licenses
- iii. **References:** A minimum of three (3) references from previous clients. Include the name of the organization, brief description of the work performed, name of contact person and telephone number.
- iv. **Proof of insurance**
 - a. Workers compensation
 - b. General Liability
 - c. Automotive insurance
- v. **Proposers Certification** - Attachment A
- vi. **Public Entity Crimes Statement** - Attachment B
- vii. **Drug Free Work Place Certification** - Attachment C

Bidders that do not comply with all the above instructions or do not include all the requested data may not be considered.

VII. LATE PROPOSALS, MODIFICATIONS AND WITHDRAWALS

Bids received after the Due Date and Time are late and will not be considered. Modifications received after the Due Date and Time are also late and will not be considered. Any submission may be withdrawn up until the date and time for deadline of the submissions. Any submission not so withdrawn shall, upon the deadline passing, constitute an irrevocable offer for a period of sixty (60) days to the City of Palatka or until one or more of the submissions are accepted by the City of Palatka.

VIII. BID POSTPONMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all bids; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

IX. RIGHTS OF APPEAL

Participants in the ITB solicitation may protest ITB specifications in accordance with any applicable portions of the City of Palatka Code of Ordinances.

X. LAWS AND REGULATIONS

Bidders shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered. The proposals shall comply with the City's Comprehensive Plan, Land Development Code, Building Code and other applicable regulatory requirements.

ATTACHMENT "A"

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

The undersigned has read the City of Palatka's Invitation to Bid (ITB) for the Palatka Recreation Turf Maintenance, the other related documents identified in the ITB, and any Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing and able to perform.

Name (Print)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 2016, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

ATTACHMENT "B"

**CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for _____
_____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Name (Print)

Signature Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 2016, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

ATTACHMENT "C"

CITY OF PALATKA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EMAIL: _____

ATTACHMENT "D"

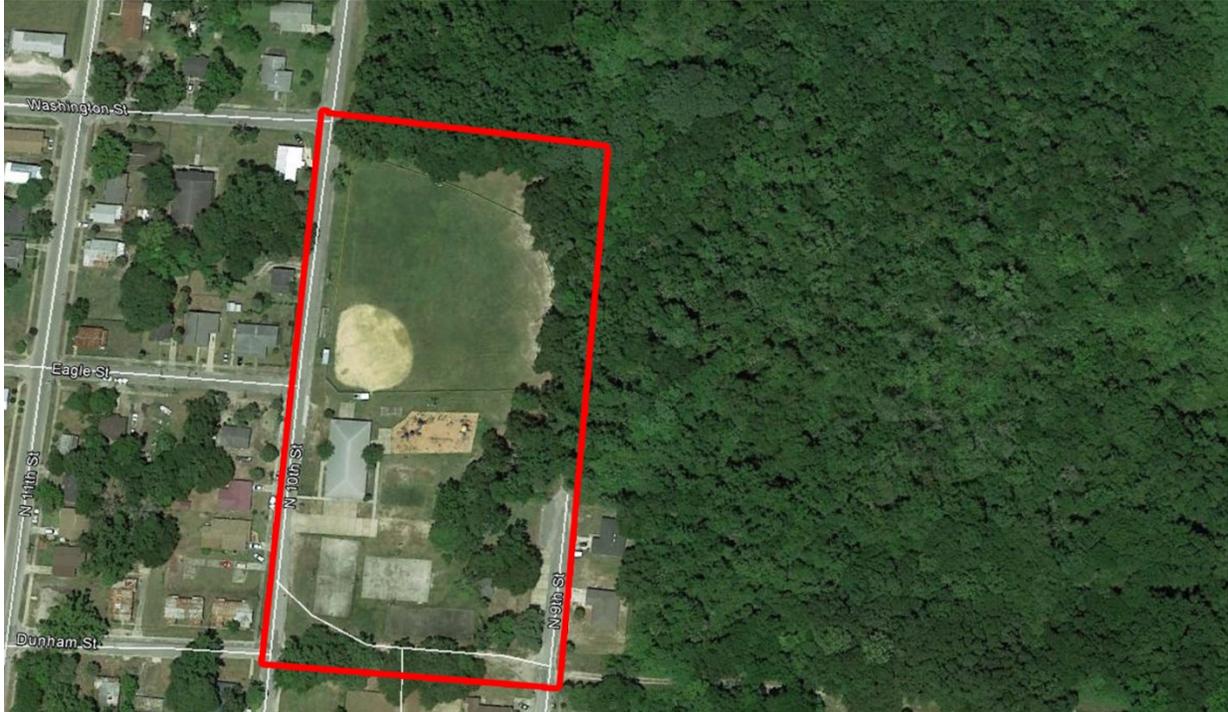
BID FORM

<u>Location/Description</u>	<u>Unit</u>	<u>Price</u>	<u>Annual Cost</u>
Booker Park			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Alternate Athletic Field Existing Grass	LS/month	\$ _____	
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Riverfront Park			
Bermuda Grass (Southern pond to remain bahia grass)	LS/month	\$ _____	\$ _____
Alternate Existing Grass (i.e. Centipede, Bahia, St. Augustine grasses)	LS/month	\$ _____	
Fred Green Park			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Alternate Athletic Field Existing Grass	LS/month	\$ _____	
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Forrester Field			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Alternate Athletic Field Existing Grass	LS/month	\$ _____	
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Shaw Buck Recreation Area			
Athletic Field Bermuda Grass	LS/month	\$ _____	\$ _____
Alternate Athletic Field Existing Grass	LS/month	\$ _____	
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
			TOTAL \$ _____

*All prices shall be lump sum (LS). Alternates are presented so the City shall have the option to consider phasing in the establishment of Bermuda grass.

ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT

BOOKER PARK
701 North 10th Street

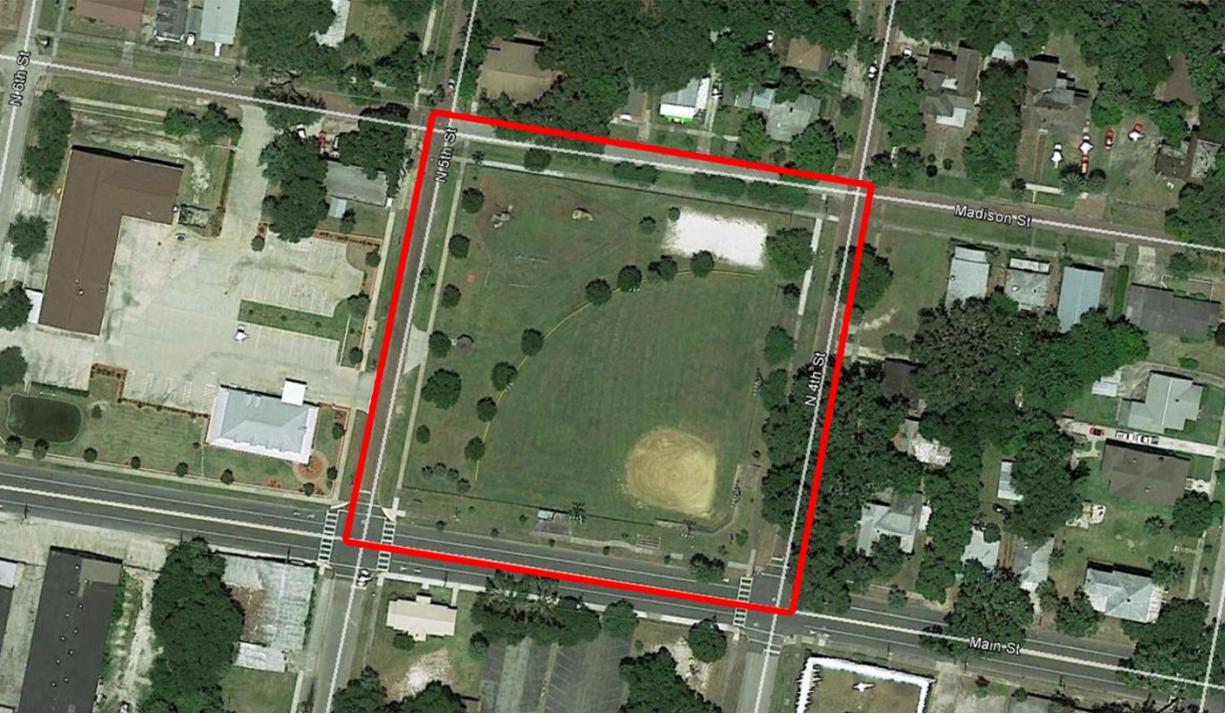


RIVERFRONT PARK
301 River Street



ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT

FRED GREEN PARK
400 Main Street



SHAW BUCK RECREATION AREA
207 Saylor Street



ATTACHMENT "E"
MAINTENANCE AREAS EXHIBIT
FORRESTER FIELD
1325 Moseley Avenue





CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2016-12-40 authorizing the conveyance of a perpetual easement over a portion of parcel 42-10-6850-1460-0083 to the State of Florida Department of Transportation for State Road 20 drainage improvements.

SUMMARY:

The State of Florida Department of Transportation (FDOT) has developed 90% construction plans for the drainage improvements to SR 20 from Osceola Street to Reid Street. The plans call for the construction of a new outfall. The proposed outfall is to be located on City owned land (Parcel: 42-10-6850-1460-0083). The proposed improvement does not impact any current planned use of the property. See attached for a location diagram and backup material.

RECOMMENDED ACTION:

Adopt the resolution authorizing the conveyance of a perpetual easement over a portion of parcel 42-10-6850-1460-0083 to the State of Florida Department of Transportation for State Road 20 drainage improvements.

ATTACHMENTS:

Description	Type
▫ Resolution	Resolution
▫ Proposed Easement	Backup Material
▫ Location Map	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Griffith, Jonathan	Approved	6/2/2016 - 11:53 AM
City Clerk	Driggers, Betsy	Approved	6/2/2016 - 5:10 PM

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST THE CONVEYANCE OF A PERPETUAL EASEMENT OVER A PORTION OF PARCEL 42-10-6850-1460-0083 TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR STATE ROAD 20 DRAINAGE IMPROVEMENTS.

WHEREAS, SR 20 Crill Avenue/9th Street repeatedly floods during rain events; and

WHEREAS, the Florida Department of Transportation (FDOT) has initiated the design of storm water conveyance improvements on SR 20 from the intersection of Reid St. to Osceola Avenue (the Project); and

WHEREAS, the Project is a high priority of the City Palatka; and

WHEREAS, FDOT requires a perpetual easement on Parcel # 42-10-6850-1460-0083 for the purposes of constructing and maintaining a drainage outfall; and

WHEREAS, the parcel of land is already used primarily for drainage conveyance purposes; and

WHEREAS, it is in the best interest of the City to move forward with the Project and convey the easement.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the Mayor and City Clerk are hereby authorized to execute and attest the perpetual easement to FDOT for Parcel #42-10-6850-1460-0083 for the purpose of constructing and maintaining a drainage outfall for the SR 20 Drainage Project, said instrument being attached hereto as "Exhibit 1" and included herein by reference.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of June, 2016.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

07-PE.13-Date: May 17, 2016

T. S. No. 001
R/W Map Sheet No. 3
Tax Parcel No. 42-10-27-6850-1460-0083

This instrument prepared by
or under the direction of:
Melissa K. Blackwell
As Interim Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 800.1
SECTION NO. 76050
F.P. NO. 4287971
STATE ROAD NO. 20
COUNTY OF Putnam

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 2016, by the CITY OF PALATKA, FLORIDA, a municipality of the State of Florida, 201 North 2nd Street, Palatka, Florida 32177, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a storm water outfall system in, over, under, upon and through the following described land in Putnam County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____

The City of Palatka

Print Name: _____
Its City Clerk

BY: _____
Terrill Hill
Its Mayor

Signed, sealed and delivered in
the presence of:

Witness:
Print Name: _____

Witness:
Print Name: _____

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Terrill Hill, Mayor, who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

Exhibit "A"

Section No. 76050
F.P. No. 4287971

State Road No. 20

Putnam County

Parcel No. 800

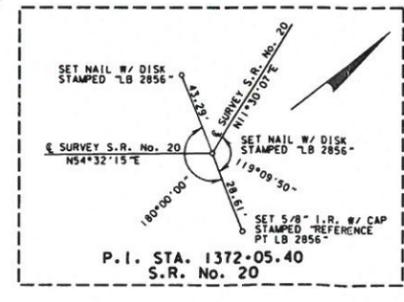
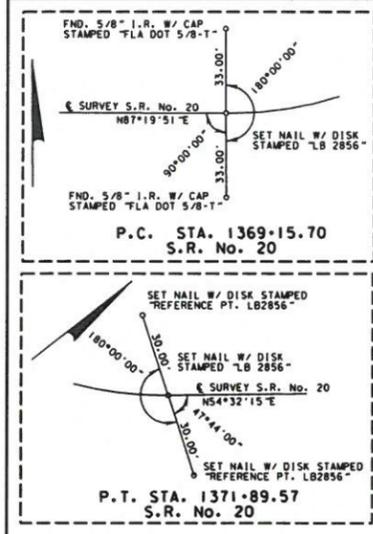
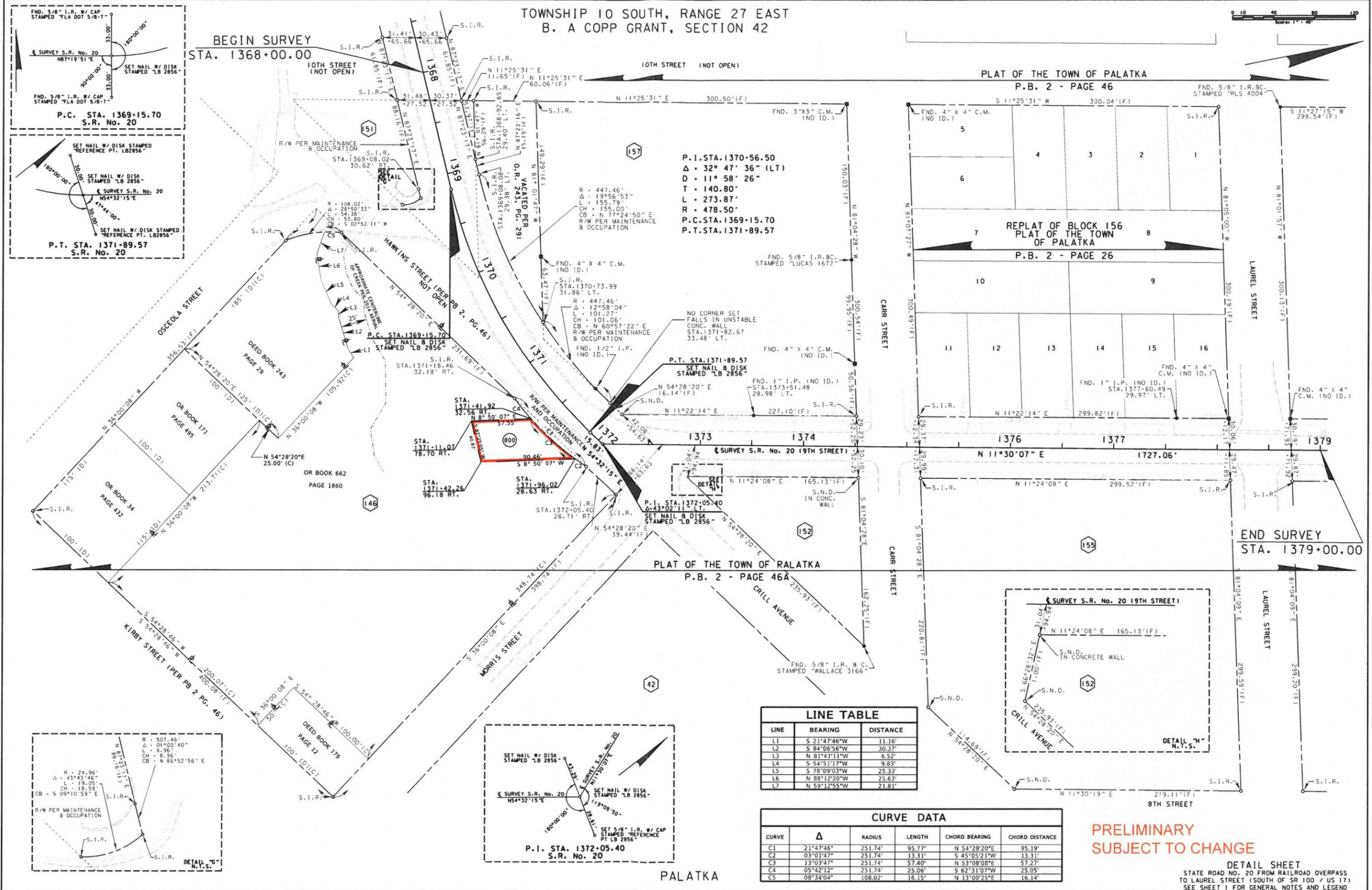
Perpetual Easement

A Portion Of Block 146 Of City Of Palatka As Per Plat Of The Town Of Palatka, Recorded In Map Book 2, Page 46A Of The Public Records Of Putnam County, Florida, Located In Section 42 (B.A. Copp Grant), Township 10 South, Range 27 East, City Of Palatka, Putnam County, Florida And Being More Particularly Described As Follows:

COMMENCE At The Southeast Corner Of Block 146 Of City Of Palatka As Per Plat Of The Town Of Palatka, Recorded In Map Book 2, Page 46A Of The Public Records Of Putnam County, Florida, Located In Section 42 (B.A. Copp Grant), Township 10 South, Range 27 East, City Of Palatka, Putnam County, Florida, Also Known As The Southeast Corner Of Those Certain Lands Described And Recorded In Deed Book 179, Page 12 Of The Public Records Of Putnam County, Florida; Thence North 36°00'08" West, Along The Existing Westerly Right Of Way Line Of Morris Street, A Distance Of 398.74 Feet To The Northeast Corner Of Said Block 146 And The Southerly Existing Right Of Way Line Of Crill Avenue (Formerly Known As Hawkins Street Per Said Map Book 2, Page 46A); Thence South 54°28'20" West, Along The Northerly Line Of Said Block 146 And Along The Southerly Existing Right Of Way Line Of Said Crill Avenue, A Distance Of 39.44 Feet To The Southerly Existing Right Of Way Line Of State Road No. 20 (A Variable Width Right Of Way As Per Florida Department Of Transportation Right Of Way Map, Section 78050, F.P. No. 4287971), Being A Curve To The Right And Having A Radius Of 251.74 Feet; Thence Along Said Southerly Existing Right Of Way Line And Curve, Through An Angle Of 03°01'47", An Arc Distance Of 13.31 Feet, And A Chord Bearing And Distance Of South 45°05'21" West, 13.31 Feet To The **POINT OF BEGINNING**; Thence South 08°50'07" West, A Distance Of 90.46 Feet; Thence South 87°25'05" West, A Distance Of 40.81 Feet; Thence North 08°50'07" East, A Distance Of 57.55 Feet To Said Southerly Existing Right Of Way Of State Road 20 And A Curve To The Left, Having A Radius of 251.74 Feet; Thence Along Said Southerly Existing Right Of Way Line And Curve, Through An Angle Of 13°03'47", An Arc Distance Of 57.40 Feet, And A Chord Bearing And Distance Of North 53°08'08" East, 57.27 Feet To The **POINT OF BEGINNING**.

Containing 2,898 Square Feet, More Or Less.

TOWNSHIP 10 SOUTH, RANGE 27 EAST
B. A COPP GRANT, SECTION 42



LINE	BEARING	DISTANCE
L1	S 21°47'46" W	11.16'
L2	S 84°06'56" W	30.37'
L3	N 81°41'11" W	6.52'
L4	S 54°51'17" W	9.83'
L5	S 78°09'03" W	25.33'
L6	N 88°12'20" W	25.63'
L7	N 59°12'55" W	21.81'

CURVE	Δ	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	21°47'46"	251.74'	95.77'	N 54°28'20"E	95.19'
C2	03°03'47"	251.74'	13.31'	S 45°05'21"W	13.31'
C3	13°03'47"	251.74'	57.40'	N 53°08'08"E	57.27'
C4	05°42'12"	251.74'	25.06'	S 62°31'07"W	25.05'
C5	08°34'04"	108.02'	16.15'	N 13°00'25"E	16.14'

**PRELIMINARY
SUBJECT TO CHANGE**

DETAIL SHEET
STATE ROAD NO. 20 FROM RAILROAD OVERPASS
TO LAUREL STREET (SOUTH OF SR 100 / US 17)
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint Commissioner Rufus Borom as City of Palatka Voting Delegate to Florida League of Cities 2015 Annual Conference, and Vice Mayor Brown as Alternate Voting Delegate

SUMMARY:

The Florida League of Cities has requested that the City of Palatka appoint a voting delegate to the 2016 Annual Conference. Voting Delegates attend the annual business meeting following the conference. Election of League Leadership and adoption of resolutions are undertaken during this meeting. Commissioner Borom has agreed to act as Palatka's voting delegate.

RECOMMENDED ACTION:

Appoint Commissioner Rufus Borom as Palatka City Commission Voting Delegate for the 2015 FLC Annual Conference, and Vice Mayor Brown as Alternate Delegate

ATTACHMENTS:

Description	Type
▫ Letter of Registration	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/31/2016 - 2:10 PM
City Clerk	Driggers, Betsy	Approved	5/31/2016 - 2:11 PM



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 17, 2016

SUBJECT: 90th Annual FLC Conference – *Florida Cities: United & Strong*
VOTING DELEGATE INFORMATION
August 18-20, 2016 – Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Diplomat Resort, Hollywood, Florida on August 18-20. The theme for this year's conference is *Florida Cities: United & Strong*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2015.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 12, 2016.**

Attachments: Form Designating Voting Delegate

President **Matthew D. Surrency**, Mayor, Hawthorne

First Vice President **Susan Haynie**, Mayor, Boca Raton • Second Vice President **Gil Ziffer**, Commissioner, Tallahassee

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**90th Annual Conference
Florida League of Cities, Inc.
August 18-20, 2016
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2016

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2016

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 18th

Policy Committee Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 20th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



CITY COMMISSION AGENDA ITEM

SUBJECT:

Special Events Permit No 16-33 - Offord Birthday Party - Waive Application Deadline, Request to Grant permission to exceed allowable noise levels, Close N. 10th St between Eagle & Dunham to vehicular traffic, and allow consumption of alcoholic beverages within Booker Park on June 18th from 1 p.m. to 8 p.m. - Cedric Offord, Applicant

SUMMARY:

Mr. Offord has applied for special events approval for a birthday party in Booker Park on June 18, 2016, between 1 PM and 8 PM. Although some special events can be approved by the Special Events Coordinator, this application contains the following requests for Municipal Code variances that require City Commission approval:

1. Waiver of Application Deadline (received less than 30 days prior to event)
2. closure of N. 10th St. between Dunham & Eagle Streets;
3. noise variance for DJ; and
4. consumption of alcoholic beverages.

RECOMMENDED ACTION:

Waive application deadline and Grant permission to exceed allowable noise levels for DJ, close N. 10th St. between Dunham and Eagle Streets to vehicular traffic, and allow for consumption of alcoholic beverages in Booker Park, between 1 AM and 8 PM, Saturday, June 18th.

ATTACHMENTS:

Description	Type
▫ Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	6/1/2016 - 10:32 AM
City Clerk	Driggers, Betsy	Approved	6/1/2016 - 12:11 PM

APPLICATION # _____

(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

16-33



CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Cedric Offord

b. CONTACT PERSON TELEPHONE/CELL 546-3747

c. EMAIL FAX #

2. ADDITIONAL CONTACT

a. CONTACT PERSON TELEPHONE/CELL

b. EMAIL FAX #

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY

Birthday Party

4. DATE & HOURS OF DESIRED USE

June 18, 2016 1pm - 8pm

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

Booker Park TR

6. ROAD CLOSURES: Dunham St + Eagle St, N. 10th St

7. REQUEST FOR NOISE VARIANCE(Dates and Times): 6/18/16 1pm-8pm

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): 6/18/16 1pm-8pm

9. ESTIMATE OF ANTICIPATED ATTENDANCE 75

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT D.J.

Handwritten scribbles on the left margin.

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

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

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

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

*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 75
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) Restrooms on site

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 attached site plan

- r Main emergency vehicle access to site (location-also note on site plan): _____
- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): _____
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) _____
- r Number and location of food vendors (note on site plan): _____
- r Staff/ volunteer uniform identification: _____
- r Sound system(s) location: under pavilion
- 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)



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: _____ Special Events Coordinator: _____

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

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

Name of Special Event/ Production: _____

Type of Event: Birthday 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)

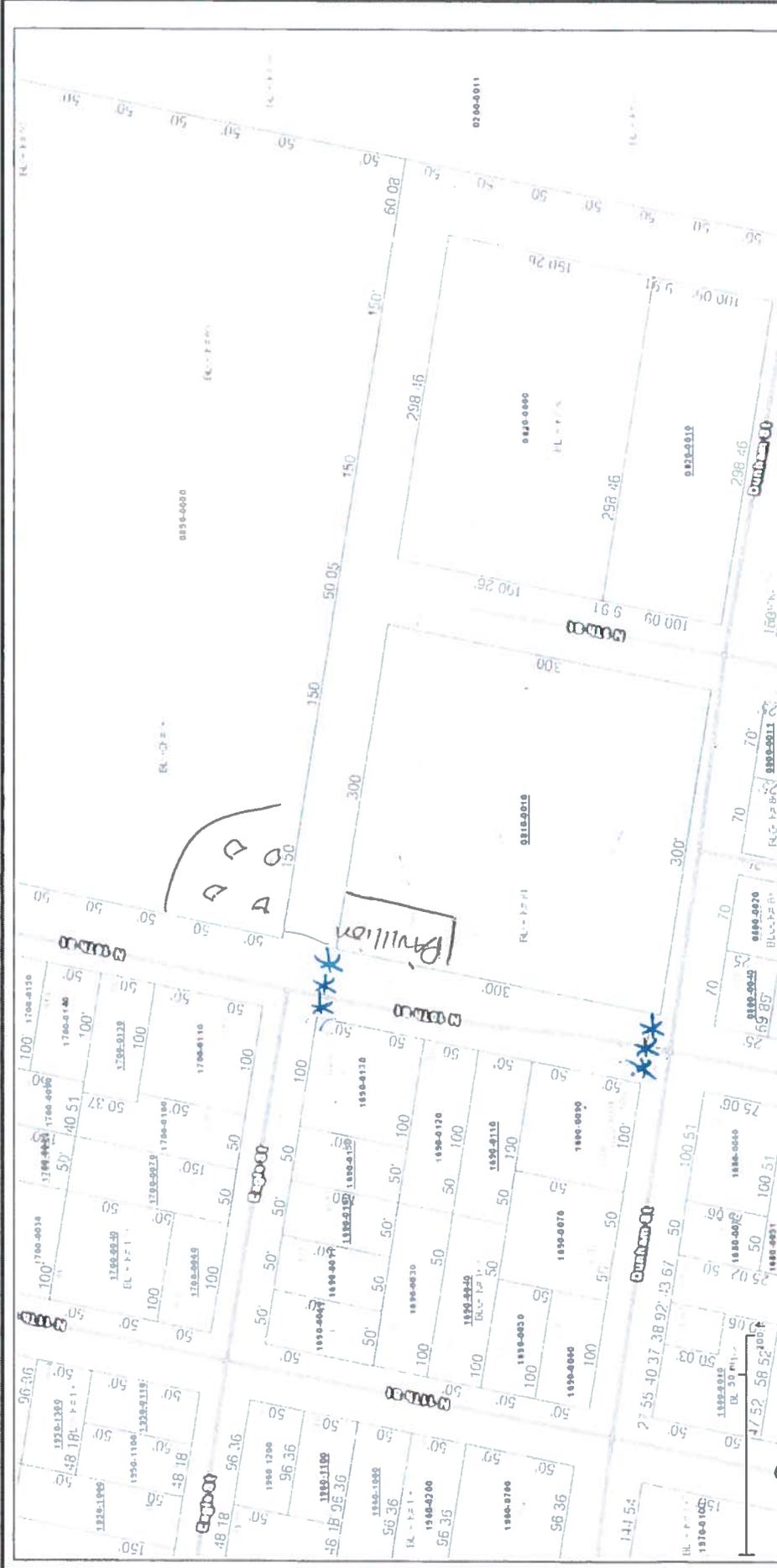
Location of Event: Booker Park

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

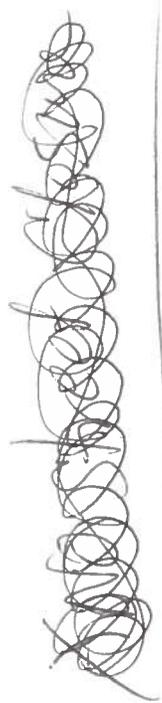
	Date	Day	Begin	End
Event Day 1	<u>6/18/16</u>	<u>Sat.</u>	<u>1</u> AM/PM <u>PM</u>	<u>8</u> AM/PM <u>PM</u>
Event Day 2	_____	_____	_____AM/PM	_____AM/PM
Event Day 3	_____	_____	_____AM/PM	_____AM/PM
Event Day 4	_____	_____	_____AM/PM	_____AM/PM

Set-up for event will begin on (Date) 6/18/16 at (time) 11 AM

Break down will be completed by (Date) 6/18/16 at (time) 9 PM



* = Road Closures



Booker Park

701 N 10th St

All provided Putnam County GIS data are to be considered a generalized spatial representation that is subject to revisions. This information is provided as a visual representation only and is not to be used as a legal or official representation of legal boundaries. The Putnam County Board of County Commissioners as well as the constitutional offices including the Clerk of the Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector assume no responsibility for its misuse.



CITY COMMISSION AGENDA ITEM

SUBJECT:

SUMMER MEETING SCHEDULE & TRIM Calendar Dates - City Commission and CRA

SUMMARY:

During the summer months the City Commission meets in special session for budget workshops. The Commission also attends the FLC Annual Conference, which is scheduled for August 18, 19 & 20th. The City also begins the TRIM (Truth In Millage) process and follows the State's TRIM calendar, which is set by the State Department of Revenue. The Commission has also historically set aside at least 30 days wherein no Commission Meetings are held in order to allow the Commission & Staff to take vacation wherever possible.

As to budget workshops, those are scheduled in July, both on regular City Commission meeting days. If a third budget workshop is necessary it can be scheduled prior to the first meeting in September (first reading on budget adoption).

It is Staff's recommendation to set the following tentative schedule:

June 23 @ 6:00 p.m. - Regular City Commission Meeting
July 1 - TRIM Calendar Begins (Tax Roll Valuations Delivered)
July 14 @ 3:00 p.m. - First Budget Workshop
July 14 @ 6:00 p.m. - Regular City Commission Meeting
July 28 @ 3:00 p.m. - Second Budget Workshop
July 28 @ 6:00 p.m. - Regular City Commission Meeting (Set tentative millage rate)
August 18 - 20 - Annual Conference
Sept. 8 - Regular City Commission Meeting (1st Public Hearing on Budget Adoption)
Sept. 22 - Regular City Commission Meeting (2nd and final Public Hearing to adopt Budget)

This schedule contemplates that no regular meeting will be scheduled in August. This schedule also contemplates cancellation of the August 11th CRA meeting. Should the Commission need to schedule a meeting in August, a meeting can be called or reinstated.

The calendar can always be revised to add meetings or move budget workshops if necessary.

RECOMMENDED ACTION:

Discuss and set Summer Meeting Schedule

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	6/1/2016 - 12:04 PM
City Clerk	Driggers, Betsy	Approved	6/1/2016 - 12:05 PM



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing the submission of an application for a USDA Rural Business Development Grant to construct stormwater systems at the Riverfront Park - Adopt

SUMMARY:

The purpose of this project is to facilitate the revitalization of the downtown business district core and riverfront development area by maximizing the usable footprint of the Riverfront Park to facilitate festival and special event use. Increasing the usable area within Riverfront Park will minimize the impact to the commercial core; sustain the existing events; and create a larger space for festival/event expansion. To increase usable festival space the City proposes to convert three (3) storm water ponds into vaulted storm water systems and restore the areas to usable lawn/event space.

RECOMMENDED ACTION:

Adopt the resolution authorizing the submission of an application for a United States Department of Agriculture Rural Business Development Grant with a total project cost of \$296,747.00 for the conversion of three storm water ponds to underground vaulted storm water systems to increase and improve upon the efficiency of Riverfront Park space for Economic Development.

ATTACHMENTS:

Description	Type
▫ Resolution - USDA RBDG	Resolution
▫ Application Package	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	5/26/2016 - 9:16 PM
City Clerk	Driggers, Betsy	Approved	5/31/2016 - 9:12 AM
City Manager	Suggs, Terry	Approved	5/31/2016 - 9:32 AM

RESOLUTION No. 2016-12-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING AN APPLICATION FOR A UNITED STATES DEPARTMENT OF AGRICULTURE RURAL BUSINESS DEVELOPMENT GRANT TO MAXIMIZE THE ECONOMIC FOOTPRINT IN RIVERFRONT PARK BY CONVERTING THREE STORM WATER PONDS INTO UNDERGROUND VAULTED STORM WATER SYSTEMS AND AUTHORIZING EXECUTION AND SUBMITTAL OF ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of Palatka City Commission authorizes the submittal of an application for a United States Department of Agriculture Rural Business Development Grant with a total project cost of \$296,747.00 for the conversion of three storm water ponds to an underground vaulted storm water system (the PROJECT); and

WHEREAS, the project will not be transferring jobs/employment or producing goods/services where there is no demand and Labor Department clearance.

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

Section 1. The City of Palatka shall apply for a Rural Business Development Grant from the United States Department of Agriculture (USDA) with a total project cost of \$296,747.00, with the USDA funding \$296,747.00 of the total project cost with the proceeds of said grant being utilized for the conversion of three storm water ponds to an underground vaulted storm water system to maximize the economic footprint of Riverfront Park;

Section 2. The Mayor, Terrill L. Hill, is specifically authorized to execute any and all documents necessary and required by USDA to file the Grant Application referred to in Section 1 above, and to confirm the City’s assurance that the City will comply, as appropriate, with those requirements under Title VI, Civil Rights Act of 1964, Drug-Free Workplace Regulations and Equal Opportunity Regulations, and any other Federal regulations as may be required by USDA;

Section 3. The Mayor, Terrill L. Hill, is specifically authorized to execute any and all documents necessary to consummate the grant; and

Section 4. That the City Manager is hereby designated as the City’s authorized representative in carrying out the City’s responsibilities under the grant agreement.

PASSED AND ADOPTED by the Palatka City Commission this 9th day of June, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

1. TYPE OF SUBMISSION: Application		2. DATE SUBMITTED	Applicant Identifier
<input type="checkbox"/> Construction	Pre-application	3. DATE RECEIVED BY STATE	State Application Identifier
<input checked="" type="checkbox"/> Non-Construction	<input checked="" type="checkbox"/> Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
<input type="checkbox"/> Non-Construction			
5. APPLICANT INFORMATION			
Legal Name: City of Palatka		Organizational Unit:	
Organizational DUNS: 01-059-5445		Department: Facilities	
Address: Street: 201 N 2nd St		Division:	
City: Palatka		Name and telephone number of person to be contacted on matters involving this application (give area code)	
County: Putnam		Prefix: Mr.	First Name: Jonathan
State: FL		Middle Name C	
Zip Code 32177	Last Name Griffith		
Country: USA		Suffix:	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000401		Phone Number (give area code) 386-916-3163	Fax Number (give area code)
8. TYPE OF APPLICATION: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) c. Municipal Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): Rural Business Development Grant		9. NAME OF FEDERAL AGENCY: USDA	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Palatka, Putnam County, Florida		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Downtown Palatka Riverfront Commercial Development Grant	
13. PROPOSED PROJECT Start Date: September 2016		14. CONGRESSIONAL DISTRICTS OF: a. Applicant FL-5	
Ending Date: September 2017		b. Project FL-5	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 296,747 ⁰⁰	a. Yes. <input checked="" type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE: 4/22/2016	
b. Applicant	\$. ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
c. State	\$. ⁰⁰	<input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
e. Other	\$. ⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
f. Program Income	\$. ⁰⁰		
g. TOTAL	\$ 296,747 ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix Mr.	First Name Terrill	Middle Name L.	
Last Name Hill		Suffix	
b. Title Mayor, City of Palatka		c. Telephone Number (give area code) 386-329-0100	
d. Signature of Authorized Representative		e. Date Signed	

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 525 .00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 0 .00	\$.00	\$.00
3. Relocation expenses and payments	\$ 0 .00	\$.00	\$.00
4. Architectural and engineering fees	\$ 8,500 .00	\$.00	\$.00
5. Other architectural and engineering fees	\$ 0 .00	\$.00	\$.00
6. Project inspection fees	\$ 12,750 .00	\$.00	\$.00
7. Site work	\$ 0 .00	\$.00	\$.00
8. Demolition and removal	\$ 0 .00	\$.00	\$.00
9. Construction	\$ 247,995 .00	\$.00	\$.00
10. Equipment	\$ 0 .00	\$.00	\$.00
11. Miscellaneous	\$ 0 .00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 269,770 .00	\$ 0 .00	\$ 0 .00
13. Contingencies	\$ 26977 .00	\$.00	\$.00
14. SUBTOTAL	\$ 296,747 .00	\$ 0 .00	\$ 0 .00
15. Project (program) income	\$ 0 .00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 296,747 .00	\$.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.		Enter eligible costs from line 16c Multiply X _____ %	\$ 0 .00

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles 11 and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor, City of Palatka
APPLICANT ORGANIZATION	DATE SUBMITTED

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

United States Department of Agriculture
Rural Development
2441 NE 3rd St. Suite 204-1
Ocala, FL., 34470

Re: Rural Business Development Grant - Palatka
"Downtown Palatka Riverfront Commercial Development"

Dear Sir or Madam,

I am writing this letter in my capacity as City Attorney for the City of Palatka, a municipal subdivision of the State of Florida. Please accept this letter as certifying that the City of Palatka is duly chartered and organized under the laws of the State of Florida and that it has the authority to carry out the purpose of that grant for which it has currently applied and known as the "riverfront park commercial development".

It is my understanding that the "purpose" of the grant at issue, is to facilitate the revitalization of the downtown business district core and riverfront development area by maximizing the useable footprint of riverfront park space to facilitate festival and special event use increasing the useable area within the riverfront park will minimize the impact to the commercial core; sustain the existing event; and create a larger space for festival/event expansion.

In the event you have any further question concerning this letter, please feel free to contact me at your convenience.

Sincerely,

Donald E. Holmes, Esquire
City Attorney

PART I
CHARTER AND RELATED LAWS*

Subpart A

CHARTER

Article I. In General

- | | |
|---------|--|
| Sec. 1. | Old municipality abolished. |
| Sec. 2. | New municipality established; right of perpetual succession, use of common seal. |

I hereby certify that this document is a true and correct copy of the adopted Charter of the City of Palatka, Florida, as adopted and amended through April 20, 2016, and contains all annexations as of April 20, 2016, up to Ordinance No. 15-35, adopted on October 22, 2015.



Betsy J. Driggers, City Clerk



PART I
CHARTER AND RELATED LAWS*

Subpart A

CHARTER

Article I. In General

- Sec. 1. Old municipality abolished.
- Sec. 2. New municipality established; right of perpetual succession, use of common seal.
- Sec. 3. Vesting of choses in action, property, etc., of old municipality.
- Sec. 4. Contracts, debts, etc., of old municipality.
- Sec. 5. Boundaries as of March 22, 1973.
- Sec. 6. Annexations from March 22, 1973, to present.
- Secs. 7—20. Reserved.

Article II. City Commission

- Sec. 21. Commission-manager plan; city commission created; members; terms of office, election dates.
- Sec. 22. Commissioners—Residency requirements; bond; who is judge of election and qualifications.
- Sec. 23. Same—Majority constitutes quorum; number for adjournment; compelling attendance of members; vote required for adoption of ordinances, resolutions, entrance on journal.
- Sec. 24. Same—Newly elected, time designated for assuming office; regular meetings.
- Sec. 25. Same—Filling vacancies on commission other than those resulting from recall.
- Sec. 26. Mayor, power and authority.
- Sec. 27. Oath of office; required; filing.
- Sec. 28. Powers granted by this act and general state law vest in commission; exercise of same.
- Secs. 29—35. Reserved.

Article III. City Manager

- Sec. 36. Appointment; qualifications; compensation.
- Sec. 37. Removal.
- Sec. 38. Acting city manager.
- Sec. 39. Powers and duties of the city manager.
- Secs. 40—45. Reserved.

***Editor's note**—Part I is a compilation of the city's charter laws and other related special acts. Subpart A contains the city's charter laws, while subpart B contains related laws. The laws contained in this part have been arranged in the most logical order possible by the editor and catchlines have been added to facilitate reader usage. History notes indicate the source of each law. The basic Charter is Laws of Fla., ch. 9875(1923).

The compilation was based on a 1956 compilation which was supplemented through Laws of Fla., ch. 67-1855. A great deal of the material found in that earlier compilation has been omitted as being superseded by general state law or by the home rule act (F.S. ch. 166). Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates the provision remains unchanged from the original Charter. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

Environmental Report

Downtown Palatka Riverfront Commercial Development

- a) **Project Description and Location:** The City proposes to convert three (3) storm water ponds into vaulted storm water systems and restore the areas to usable lawn/event space within the boundaries of Riverfront Park.

Where the storm water runoff ponds are currently located a 21" diameter perforated CMP system would be installed that would upgrade the total storage provided. In both areas, the foundation will be constructed to a uniform and stable grade. Once the foundation preparation is complete, 4-6 inches of a well graded granular material shall be placed as the bedding roughly shaped to fit the bottom of the pipe.

Back fill material of free-draining angular washed stone $\frac{3}{4}$ - 2 inches particle size shall be placed in 8" – 10" maximum lifts and be worked into the pipe haunches. The CMP detention system will be composed of 21" diameter 16 gauge aluminized perforated pipe. It will have 22 rows and four elbows with flat gaskets. Above the pipes, backfill material will be placed to a 12" minimum and covered with turf, bringing the finished grade up to the 8.02" top of bank elevation. The Clock Tower located to the west of pond B will be relocated approximately 49 yards to the south.

Riverfront Park is located at 301 River Street and is bordered by Memorial Drive and N. 1st Street to the west, the St. Johns River to the east and Reid Street to the North. Pond A is located on the southern side of the middle of Riverfront Park and is approximately 800 square yards. Ponds B and C are located at the northern boundary of Riverfront Park, and including the area for the Clock Tower relocation, this site is approximately 2500 square yards. Please see attached exhibit A, a USGS 7.5-minute quadrangle map; Exhibit B, a USGS 7.5-minute map zoomed in to the area; and Exhibit C, an ariel photograph of the location.

- b) **Land Ownership and Land Use:** The City owns the land occupied by Riverfront Park and the future land use map classification is Recreation and Open Space. Please see Exhibit D, the deed and Exhibit E, the Zoning Map of the City of Palatka.
- c) **Historic Preservation:** A letter has been mailed to the State Historic Preservation Officer on May 12, 2016. The City is currently awaiting a response. There are no historic structures within the proposed sites and the work will not affect the Southern Historic District, which is the closest Historic Area.
- d) **Threatened and Endangered Species/Biological Resources:** A species list was obtained from the Fish and Wildlife Service and is attached as Exhibit F. According to the official list, there are no critical habitats within the project area.

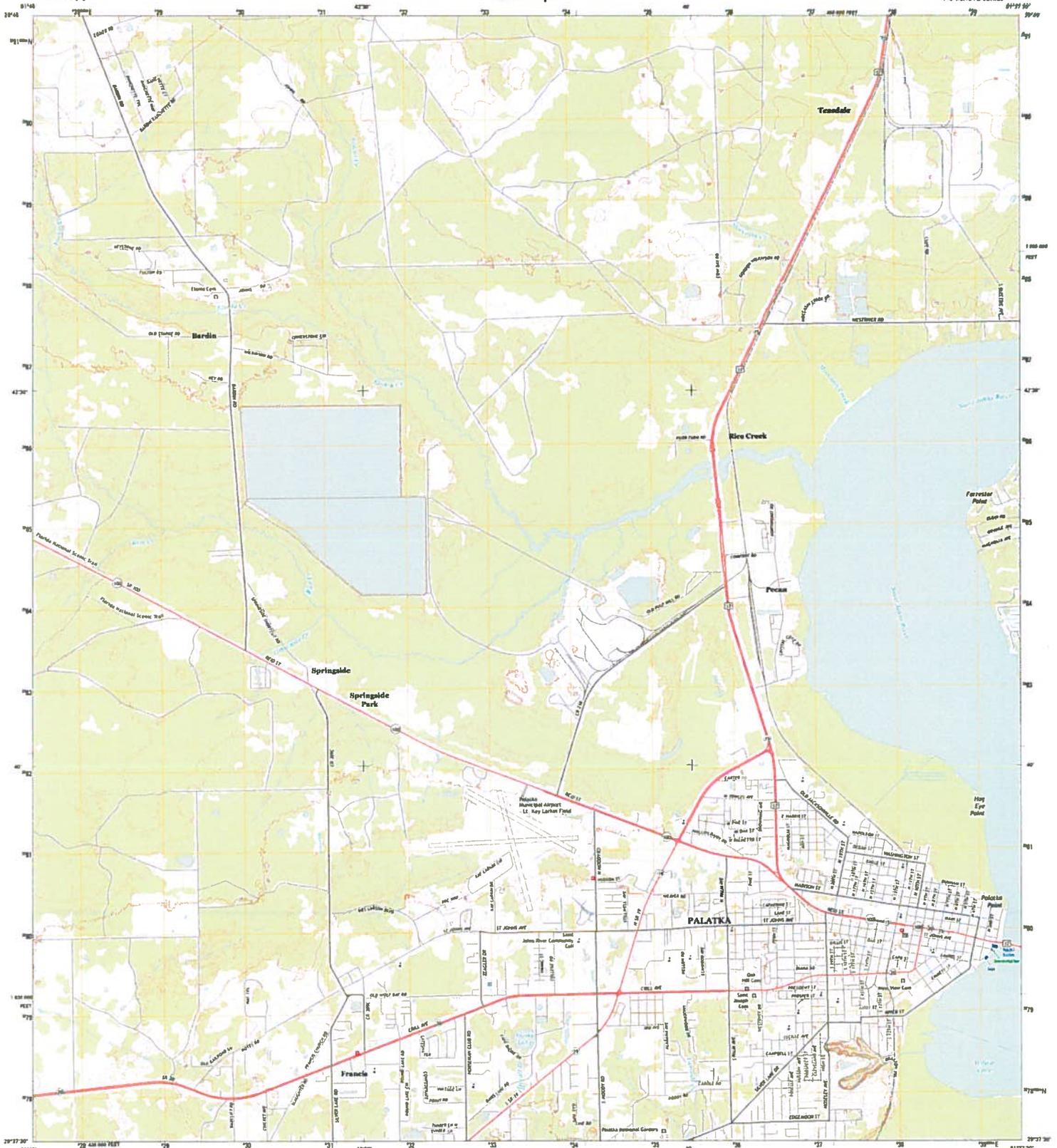
- e) Wetlands: The project sites do not coincide with the wetlands in the area and the wetlands within Palatka should not be adversely affected. Please see the attached Fish and Wildlife Service's Wetland Map, Exhibit E.
- f) Floodplain: The eastern edge of the Palatka Riverfront Park is located adjacent to the St, Johns River and is in an AE flood zone. The Clock Tower being relocated is located on the western side of the park and is not located in a flood zone. The Storm Water Pond A and B are not in a flood zone and the upgraded vaulted storm water system for each is planned for the middle to the western edge of the park, also not in a flood zone. Pond C's eastern edge may be in a flood zone, but the combined vaulted system planned for ponds B&C is not in a flood zone. The flood zone map which includes the Palatka Riverfront Park is included as Exhibit F.
- g) Coastal Areas: The project is not located within a designated Coastal Zone.
- h) Important Farmland: The project is not located on prime farmland.
- i) Environmental Risk Management:
- j) Sole Source aquifers: The project is located within the city limits of the City of Palatka. The project site is located outside of the Volusia-Floridian Sole Source Aquifer. See Exhibit G



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

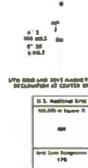


PALATKA QUADRANGLE
FLORIDA-PUTNAM CO.
1:50,000 SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
Vertical Datum: Mean Sea Level (MSL)
Horizontal Datum: North American Datum of 1983 (NAD83)
Vertical Datum: Mean Sea Level (MSL)
Horizontal Datum: North American Datum of 1983 (NAD83)
This map is not a legal document. Boundaries may be general and for information only. Please check with government agencies for legal boundaries. Obtain permission before using for other purposes.

Imagery	NASD	September 2013
Base	USGS	2014
Hydro	USGS	2015
Hydrography	USGS	2015
Contour	USGS	2015
Boundary	USGS	2015
Public Land Survey System	BLM	2015



SCALE 1:24 000



CENTIMETER INTERVAL 3 FEET
NORTH AMERICAN VERTICAL DATUM OF 1983

This map was produced in accordance with the National Geospatial Program as of 2015. Product: Standard, 2015. A metadata file associated with this product is at [http://www.usgs.gov](#).

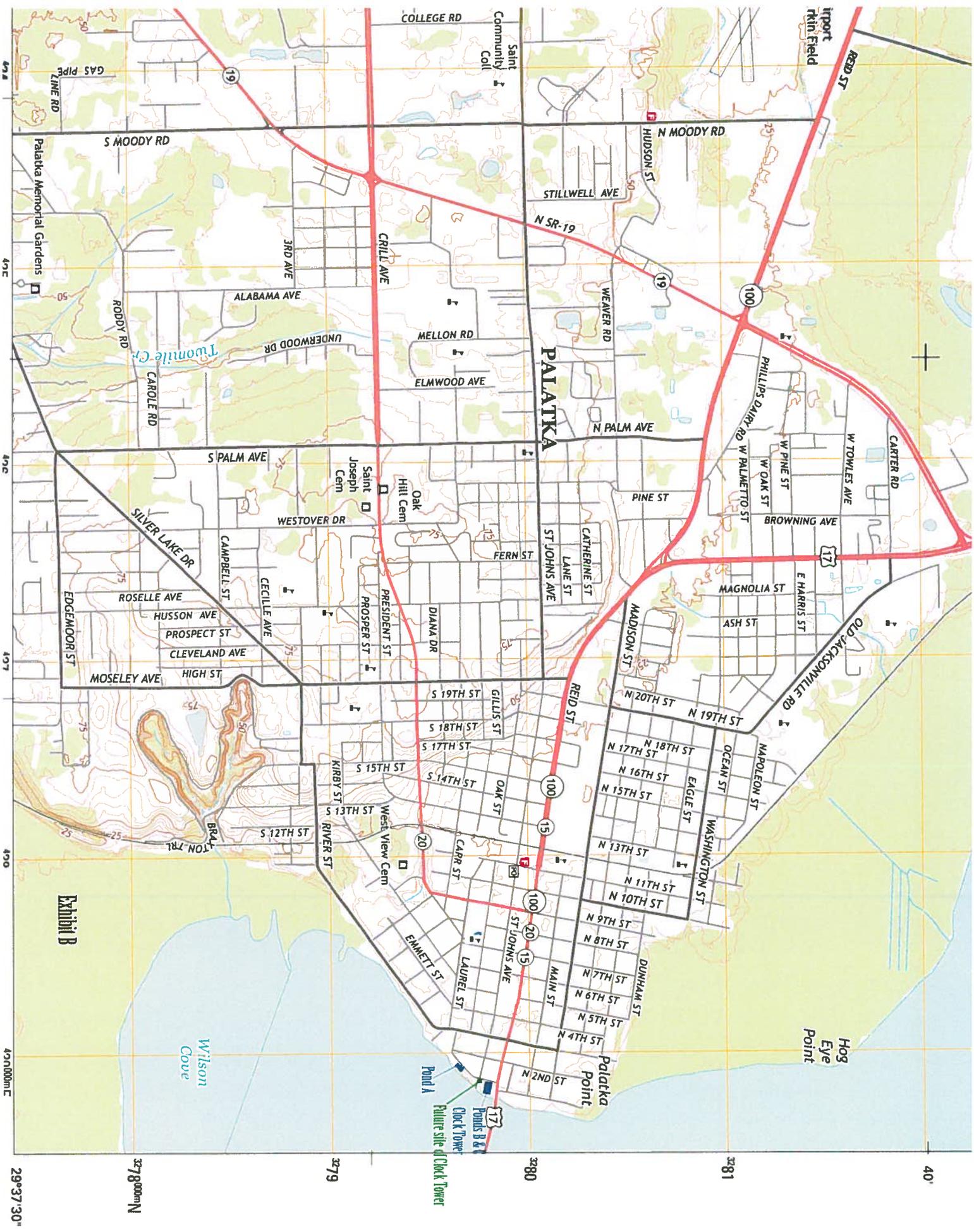


ROAD CLASSIFICATION	
Expressway	Local Connector
Interstate	Local Road
Interstate	State Road
Interstate	State Road

1	2	3
4	5	6
7	8	9

PALATKA, FL
2015

Exhibit A



29°37'30"

37°8'00"N

37°9

37°80

37°81

40'



40540 01711

Ally
26.9.60
26.18.60
26.1.50
MC
Bot Money

This Warranty Deed Made this 6th day of March A. D. 19 89 by
Michael J. Held and Robert T. Held, Jr., as Trustees of Bodee Investment
Trust, conveying individually owned, non-homestead real property

hereinafter called the grantor, to City of Palatka, a municipal corporation existing under
the laws of the State of Florida

whose postoffice address is 201 N. Second Street, Palatka, Florida 32077

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00----- and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-
mises, releases, conveys and confirms unto the grantee, all that certain land situate in Putnam
County, Florida, viz:

A parcel of land, lying and being a part of Water Lots 2, 3, 4 and 5 according
to Dick's Map of the City of Palatka, being a part of those lands described in
Deed Book 139, page 356, Deed Book 139, page 357, O.R. Book 77, page 28,
O.R. Book 82, page 478, O.R. Book 82, page 482 and O.R. Book 82, page 484
of the public records of Putnam County, Florida and being more particularly de-
scribed as follows:

All of Water Lot 4 and that part of Water Lot 5 which lies Southerly of the
right-of-way line of State Road No. 15-100, as said right of way line is described
in deed recorded in O.R. Book 58, page 181 and final judgment recorded in
Minutes Circuit Court Book 16, page 297 of the public records of Putnam County,
Florida. Also, that part of said Water Lots 2 and 3, being more particularly
described as follows, to-wit: Beginning at the Northwest corner of that property
formerly known as the "Griffin Building", now owned by the City of Palatka,
and thence (1) run Northerly, along the Easterly right-of-way line of Water
Street (now First Street), a distance of 77 feet and 6 inches, more or less, to
the Northwesterly corner of said Water Lot 3; (2) thence run Easterly, along
the Northerly line of said Water Lot 3, a distance of 209 feet, more or less, to
the waters of the St. Johns River, being the Northeasterly corner of said Water
Lot 3, return to the Point of Beginning and (3) thence run Easterly, along the
Northerly line of said property formerly known as the "Griffin Building" property,
a distance of 86 feet to the Northeasterly corner of said lands; (4) thence run
Southerly, along the Easterly line of said "Griffin Building" property, being
parallel with the Easterly line of said First Street, a distance of 40 feet and 2
inches to a point in an Easterly protraction of the Southerly line of the outer
face of said Griffin Building, said point being the Southwesterly corner of the
lands described in O.R. Book 77, page 28; (5) thence run Easterly and along
the course of said protracted line of the Southerly face of said Griffin Building,
being along the Southerly line of said lands described in Deed Book 77, page 28,
a distance of 67 1/2 feet, more or less, to the waters of the St. Johns River;
(6) thence run Northerly, along the waters of the St. Johns River, a distance
of 142 feet, more or less, to the Easterly end of call (2) and to close.

SUBJECT TO Conditions, Restrictions, and Easements of record, if any.

Grantors certify that they are conveying individually onwed, non-homestead real
property.

SUBJECT HOWEVER to the right of reversion to the Grantors or their assigns,
if the above described property ceases to be used for public purposes within
the next 50 years from the date hereof.

Parcel No. 42-10-27-6850-0000-0030

Doc. No. 15-89-1850-20
Certificate # 614-20000-00 01
EDWARD L. BARKER, Clerk of Circuit Court
By Rita Rhodes

DESCRIPTION
VENUE
7/8/89

20

0516 1712

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1988.

119139

FILED AND RECORDED IN PUBLIC RECORDS OF FLORIDA COUNTY OF BROWARD

1989 MAR 15 AM 10:01

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Marcia Sherman
Rosalind S. Lucy
Marcia Sherman
Rosalind S. Lucy

Michael J. Held
Michael J. Held
Robert T. Held, Jr.
Robert T. Held, Jr.

STATE OF Florida
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Michael J. Held and Robert T. Held, Jr., as Trustees of Bodee Investment Trust, conveying individually owned, non-homestead real property to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March A. D. 19 89.

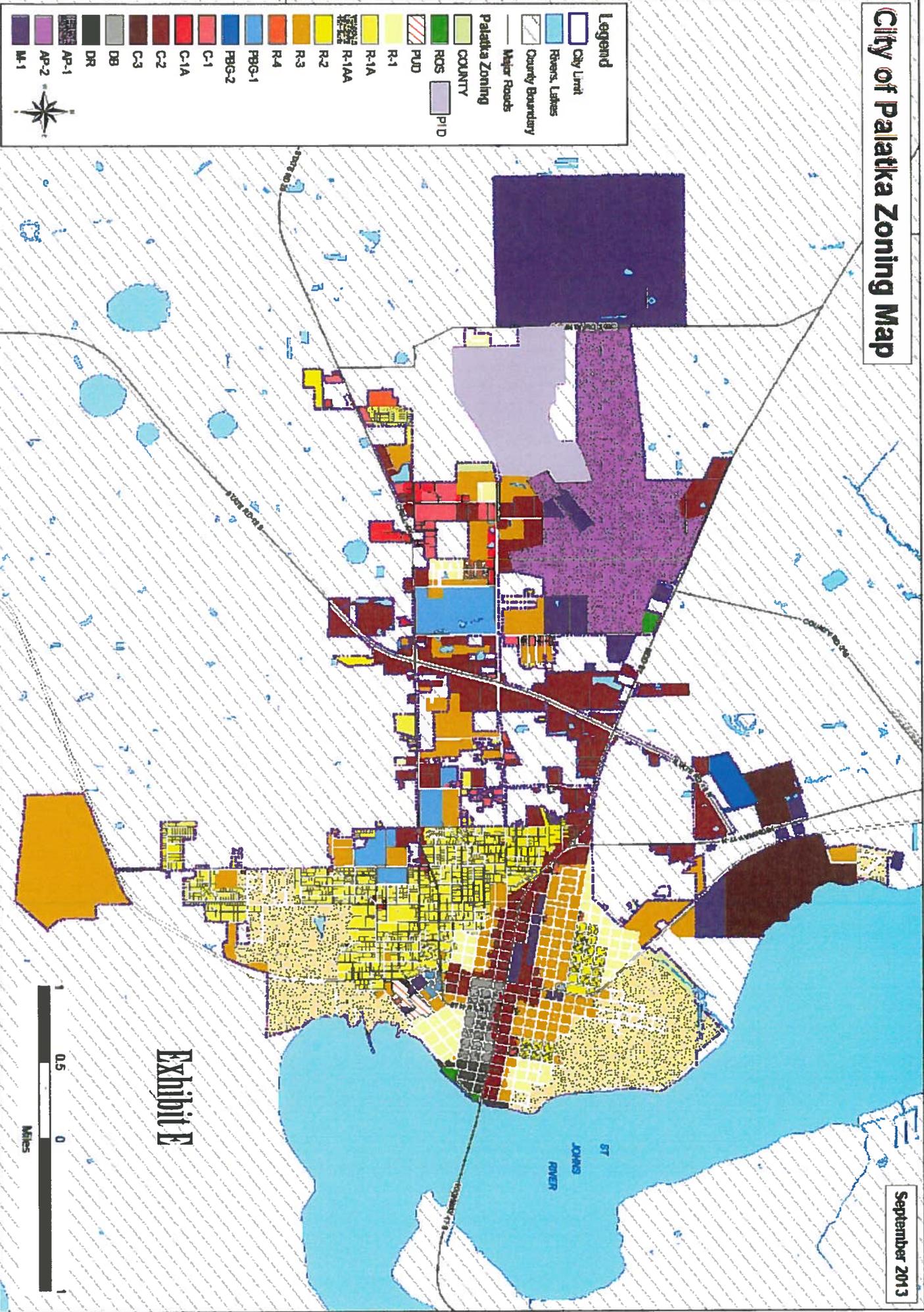


Rosalind S. Lucy

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JAN. 30, 1992
BONDED THRU GENERAL TRS. UND.



City of Palatka Zoning Map



September 2013

Exhibit E





United States Department of the Interior

FISH AND WILDLIFE SERVICE
North Florida Ecological Services Field Office
7915 BAYMEADOWS WAY, SUITE 200
JACKSONVILLE, FL 32256
PHONE: (904)731-3336 FAX: (904)731-3045



Exhibit F

Consultation Code: 04EF1000-2016-SLI-0301

May 10, 2016

Event Code: 04EF1000-2016-E-00265

Project Name: Downtown Palatka Riverfront Commercial Development Project

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having



United States Department of Interior
Fish and Wildlife Service

Project name: Downtown Palatka Riverfront Commercial Development Project

Official Species List

Provided by:

North Florida Ecological Services Field Office
7915 BAYMEADOWS WAY, SUITE 200
JACKSONVILLE, FL 32256
(904) 731-3336

Consultation Code: 04EF1000-2016-SLI-0301

Event Code: 04EF1000-2016-E-00265

Project Type: LAND - DRAINAGE

Project Name: Downtown Palatka Riverfront Commercial Development Project

Project Description: The City proposes to convert three (3) storm water ponds into vaulted storm water systems and restore the areas to usable lawn/event space within the boundaries of Riverfront Park. The Ponds are in two locations: the area that will be affected for pond A is approximately 800 square yards of the southern end of Riverfront Park and the area for adjacent ponds B and C is approximately 2500 square yards of the northern end of Riverfront Park. The project should take 12 months to complete. We hope to begin on or around November 2016 and end on or around November 2017.

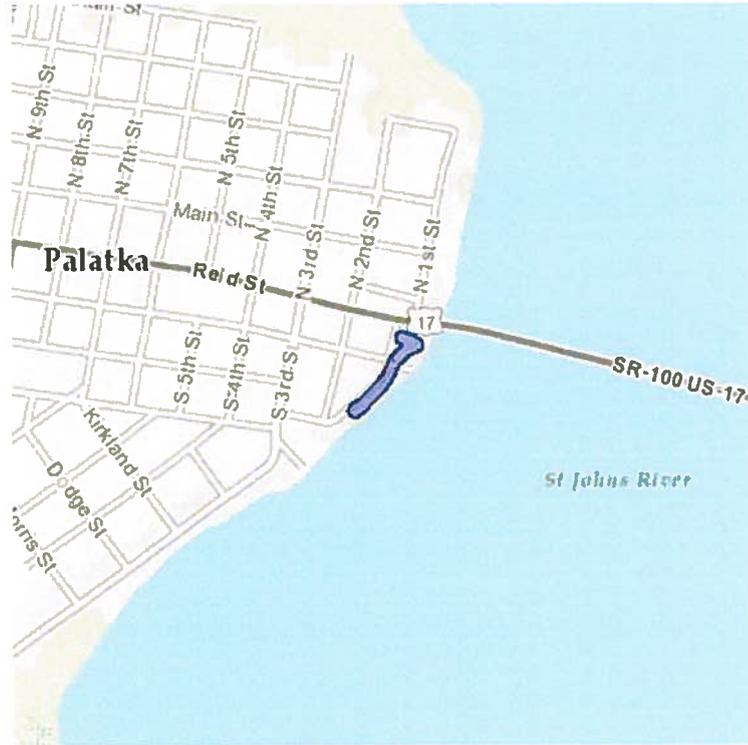
Please Note: The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.



United States Department of Interior
Fish and Wildlife Service

Project name: Downtown Palatka Riverfront Commercial Development Project

Project Location Map:



Project Coordinates: MULTIPOLYGON (((-81.6293135757002 29.64524733198551, -81.62936391432771 29.64517300252885, -81.62960729263791 29.64500765552691, -81.6297139818211 29.64502680431413, -81.62980833003611 29.645152346344716, -81.62976482504507 29.64527837700639, -81.62954889227605 29.645407572521435, -81.62913333409207 29.645755264357717, -81.62898835332517 29.645919880943893, -81.6288177051335 29.646286153485317, -81.62853193220502 29.646495480899276, -81.62867041847844 29.646573111687527, -81.62868902706764 29.646650552196203, -81.62866147590263 29.646725280004162, -81.62859705140046 29.646772107298517, -81.62851746853379 29.64677525043512, -81.62826607195163 29.64670367828918, -81.62809169221582 29.64659423291634, -81.62804754508754 29.646498873145944, -81.62808382551465 29.646400251721527, -81.62831926377702 29.646319895219367, -81.62860157552088 29.646108412842764, -81.62876831273985 29.64575459957369, -81.62895015005707 29.64555071754928, -81.6293135757002 29.64524733198551)))



United States Department of Interior
Fish and Wildlife Service

Project name: Downtown Palatka Riverfront Commercial Development Project

Project Counties: Putnam, FL



United States Department of Interior
Fish and Wildlife Service

Project name: Downtown Palatka Riverfront Commercial Development Project

Endangered Species Act Species List

There are a total of 9 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Birds	Status	Has Critical Habitat	Condition(s)
Florida scrub-jay (<i>Aphelocoma coerulescens</i>) Population: Entire	Threatened		
Red Knot (<i>Calidris canutus rufa</i>)	Threatened		
Red-Cockaded woodpecker (<i>Picoides borealis</i>) Population: Entire	Endangered		
Wood stork (<i>Mycteria americana</i>) Population: AL, FL, GA, MS, NC, SC	Threatened		
Fishes			
Shortnose sturgeon (<i>Acipenser brevirostrum</i>) Population: Entire	Endangered		
Flowering Plants			
Etonia rosemary (<i>Conradina etonia</i>)	Endangered		
Mammals			
West Indian Manatee (<i>Trichechus</i>)	Endangered	Final designated	



United States Department of Interior
Fish and Wildlife Service

Project name: Downtown Palatka Riverfront Commercial Development Project

<i>manatus</i> Population: Entire			
Reptiles			
Eastern Indigo snake (<i>Drymarchon corais couperi</i>) Population: Entire	Threatened		
Sand skink (<i>Neoseps reynoldsi</i>) Population: Entire	Threatened		



United States Department of Interior
Fish and Wildlife Service

Project name: Downtown Palatka Riverfront Commercial Development Project

Critical habitats that lie within your project area

There are no critical habitats within your project area.

similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

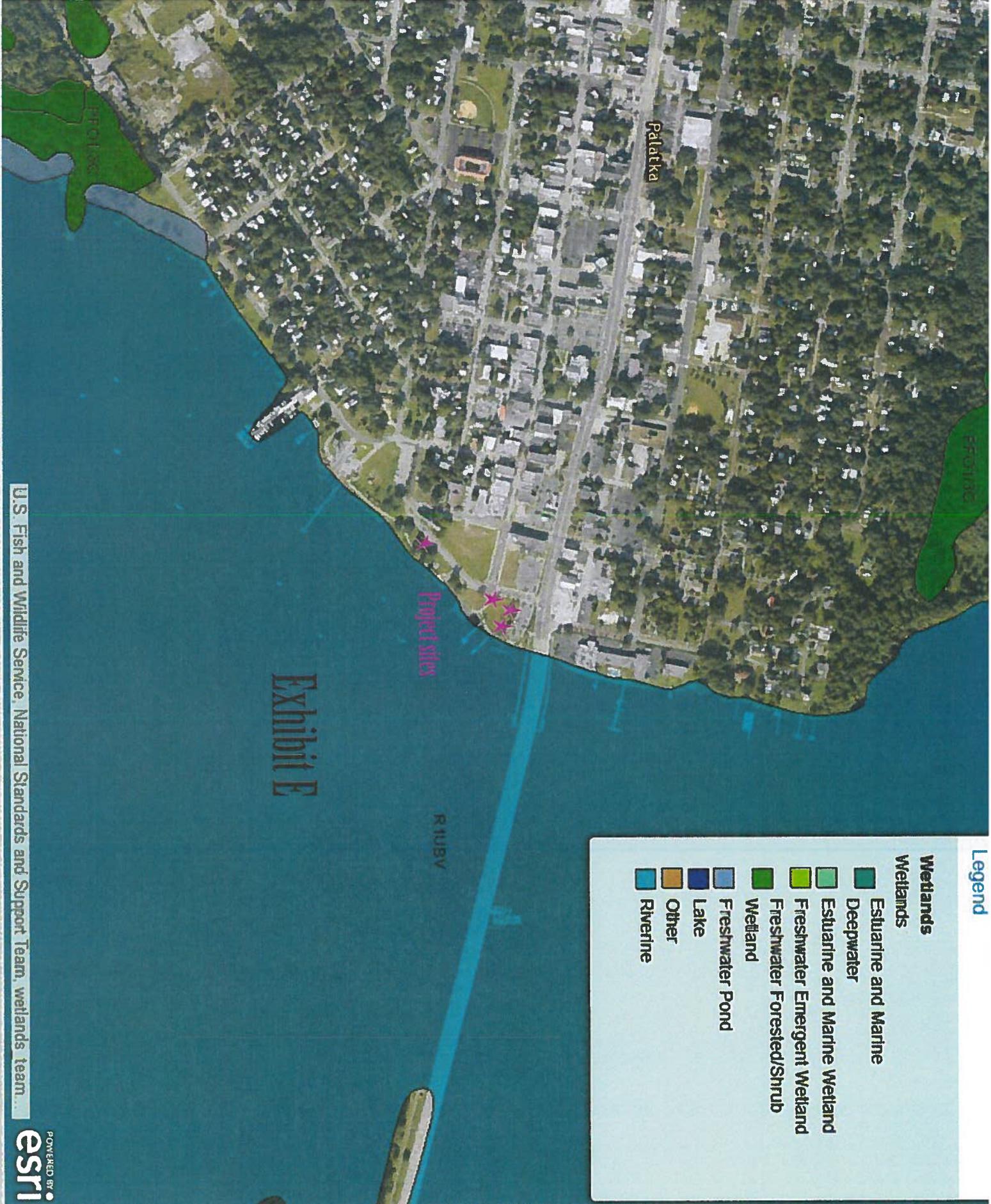
<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (<http://www.fws.gov/windenergy/>) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm>; <http://www.towerkill.com>; and <http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment



Legend

- Wetlands**
- Wetlands**
 - Esuarine and Marine
 - Deepwater
 - Estuarine and Marine Wetland
 - Freshwater Emergent Wetland
 - Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

Exhibit E

Project Sites

R 11UBV

Palatka

SOLE SOURCE AQUIFERS IN FLORIDA

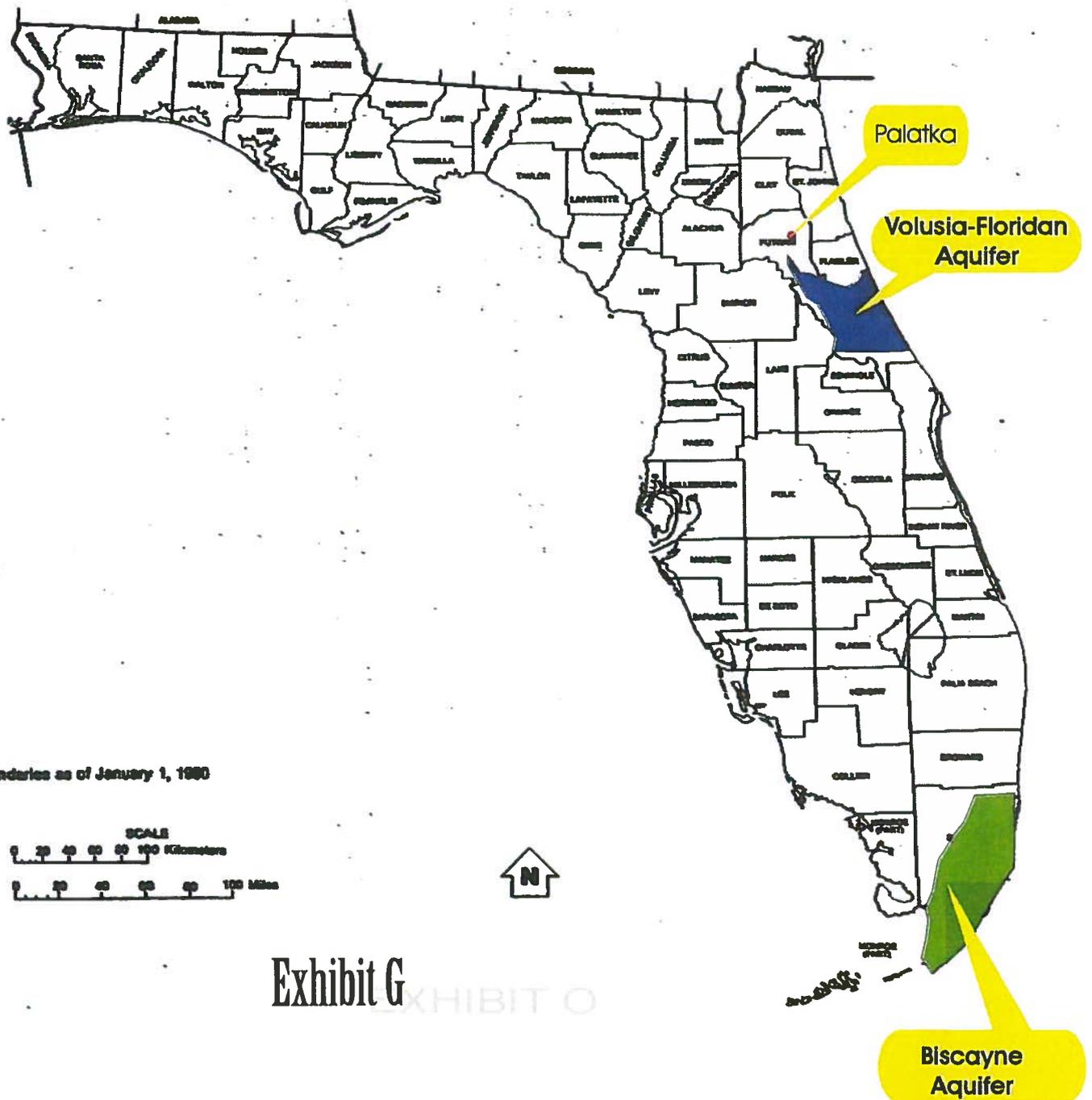


Exhibit G

Downtown Palatka Riverfront Commercial Development

The purpose of this project is to facilitate the revitalization of the downtown business district core and riverfront development area by maximizing the usable footprint of Riverfront Park to facilitate festival and special event use. Increasing the usable area within Riverfront Park will minimize the impact of recent private development to the commercial core; sustain the existing events; and create a larger space for festival/event expansion. To increase usable festival space the City proposes to convert three (3) storm water ponds into vaulted storm water systems and restore the areas to usable lawn/event space.

Projected Action Timeline	
Finalize Grant Contract	Month 1 (11/2016)
Establish Committee	Month 1 (11/2016)
Begin Design Refinement	Month 1 (11/2016)
Final Design	Month 3 (1/2017)
Begin Procurement	Month 3 (1/2017)
Complete Procurement	Month 5 (4/2017)
Begin Construction	Month 6 (5/2017)
Completion of Project	Month 12 (11/2017)

Palatka's Downtown Core Business District is four (4) blocks wide by eleven (11) blocks long and includes approximately 138 commercial units. As of April 14, 2016, the district has a 26% vacancy rate. The City through the various methods strives to facilitate existing business retention and new business development. One of those methods is the facilitation of fishing tournaments, festivals and special events generally centered on and around the 8+ acre Riverfront Park and St. Johns Avenue. The most recent private redevelopment efforts have decreased event space by 2.5 acres. Development activities include the construction of a 70-room Hampton Inn, .25-acre commercial outparcel, 100 Block Vertical Commercial/Residential Mixed Used Development, public boat launch/parking expansion, park enhancements and the St. Johns River Center. The benefits to the City's economic development from the project would be remaining competitive in keeping the existing and attracting new tournaments, festivals, and special events.

Putnam County is known as the "Bass Capital of the World" due to the St. Johns River connecting to three of the top ten bass fisheries named annually by Florida Fish & Wildlife Conservation. All three spots are easily accessible from the Palatka City Dock located in Riverfront Park -- at the heart of Downtown Palatka. Because of this many large water-related event coordinators see Palatka as a possible venue. In addition to water-related events, Palatka's Riverfront Park is home to the Azalea Festival (which is in its 70th year) and the Blue Crab Festival (in its 25th year) as well as several smaller festivals that utilize Riverfront Park. The economic impacts these events bring into our local economy are vitally important as we are designated a "Rural Area of Critical Economic Concern" by the State of Florida. The 2016 BASS Elite tournament and the annual Wolfsons Children's Bass Fishing Tournament bring in an

estimated economic stimulus of \$1 million each for the County; The Azalea Festival, \$198K; and Blue Crab \$3.9M.

The City's Project Management team will be comprised of Jonathan Griffith, Public Works Director and Matt Reynolds, Finance Director. The team has 12 plus years of Project and Grant Administration experience. Mr. Griffith and Mr. Reynolds have been involved in the Riverfront Redevelopment implementation and are knowledgeable of all permitting, funding and contract issues pertaining to the overall project. Mr. Griffith plans, organizes, and manages grants, programs and special projects; manages the City's capital improvement program; directs strategic planning efforts; and assists with development review and design-related tasks as needed. His position is also responsible for fostering cooperative working relationships among City departments, divisions, and with intergovernmental and regulatory agencies and various public and private group. Mr. Reynolds and the City finance department will provide project accounting and assist with financial reporting.

Budget Information		
Legal Fees:		Total
Review of USDA Grant Contract (1 hour)	\$150.00	150.00
Review of Contractor Agreement (.5 hour)	\$75.00	225.00
Review of Closing Documents (1 hour)	\$150.00	375.00
Other (1 hour)	\$150.00	525.00
Architectural and Engineering Fees	8,500.00	9,025.00
Project Permits and Inspection Fees	12,750.00	21,775.00
Construction:		
Materials	85,000.00	106,775.00
Labor and Equipment	162,995.00	269,770.00
Contengencies	26,977.00	296,747.00
Total Project Costs		296,747.00

Converting the 3 storm water ponds into underground vaulted storm water systems to maximize the usable footprint in Riverfront Park will continue to keep Palatka competitive to attract additional as well as retain the tournaments, festivals, and special events that have been hosted here in the past. Currently, the new private development will create an estimated 60 new jobs, and the economic stimulus brought to the Downtown Palatka Corridor by the expansion of Riverfront Park has the potential to create an additional estimated 52 jobs by facilitating the creation of new businesses in the currently vacant units.

In addition to the newly created jobs, the monies brought in by the tournaments, festivals, and special events in Riverfront Park help to support and sustain the existing businesses within the Downtown Corridor, which as of April 2016 employ an estimated 198 people. With the revitalization of Downtown this number could increase to a conservative 297. This project has the potential to create, increase, and support over 400 jobs within a City with a 8.2% unemployment rate and a population of 10,482 effectively having the potential to decrease the unemployment rate to at or below the state average of 6.2% (<http://www.city-data.com/city/Palatka-Florida.html>).

The retrofitting the 3 storm water runoff ponds into underground vaulted systems and maximizing the economic footprint in Riverfront Park will be sustainable from a stand point that once in place it will require little to no maintenance. It will greatly improve the quality of economic activity in keeping

Palatka a competitive venue for fishing tournaments, festivals, and special events that provide a much needed stimulus to the city's economy.

There are four components to the evaluation method of determining whether or not the project objective is accomplished: 1) By keeping a record of new Festivals, Tournaments, and Special Events that are brought to Riverfront Park and the adjacent Downtown Palatka. 2) By the number of reoccurring Festivals, Tournaments, and Special Events that are retained. 3) By monitoring the number of businesses retained and expanded along the Downtown Corridor. 4) By monitoring the ratio of vacant to occupied commercial units along the Downtown Corridor.

In conclusion, to increase usable festival space the City proposes to convert three (3) storm water ponds into vaulted storm water systems and restore the areas to usable lawn/event space to facilitate the revitalization of the downtown business district core and riverfront development area by maximizing the usable footprint of Riverfront Park to facilitate festival and special event use.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Palatka

Organization Name

Downtown Palatka Riverfront

Commercial Development

PR/Award Number or Project Name

Terrill L. Hill

Name(s) and Title(s) of Authorized Representative(s)

Mayor, City of Palatka

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) 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;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking 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
 - (2) Requiring 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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

301 River Street

Palatka, Putnam County, FL 32177

Check if there are workplaces on file that are not identified here.

City of Palatka
Organization Name

Downtown Palatka Riverfront
Commercial Development
Award Number or Project Name

Terrill L. Hill
Name and Title of Authorized Representative

Mayor, City of Palatka

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

Terrill L. Hill

Mayor, City of Palatka

(title)

000

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: United States Department of Agriculture	7. Federal Program Name/Description: Rural Business Enterprise Grant CFDA Number, if applicable: 10-769	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): None	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): None	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Mayor _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between

the City of Palatka

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

Name of Corporate Recipient

Attest:

Secretary

By _____
President

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The _____
(name of recipient)

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

Attest: _____
Title Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

AD-3030

U.S. DEPARTMENT OF AGRICULTURE

**REPRESENTATIONS REGARDING FELONY CONVICTION
AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

Note: You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §744 and 745 of the Consolidated and Further Continuing Appropriations Act, 2015, P.L. 113-235, as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PART A – APPLICANT

1. APPLICANT'S NAME City of Palatka	2. APPLICANT'S ADDRESS (Including Zip Code) 201 North 2nd Street Palatka, FL 32177	3. TAX ID NO. (Last 4 digits) 0401
--	--	--

4A. Has the Applicant been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of application? YES NO

4B. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? YES NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

PART B – SIGNATURE

5A. APPLICANT'S SIGNATURE (BY)	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY Mayor, City of Palatka	5C. DATE SIGNED (MM-DD-YYYY)
--------------------------------	--	---------------------------------

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.