

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 December 12, 2016

CALL TO ORDER & Reading of Notice of Meeting Date Change to 12/12/16

- a. **Invocation** - The Reverend Eddie Stith, Associate Pastor; First Assembly of God
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 11/12/16 Regular Meeting; 12/6/16 Called Economic Dev. Tour

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. **PROCLAMATION** – Putnam Co. Historical Society 50th Anniversary – Coenraad van Rensburg
- b. **EMPLOYEE RECOGNITION: FGFOA Certificate of Achievement for Excellence in Financial Reporting** – City of Palatka Finance Dept.
- c. **SPECIAL RECOGNITION** – Commissioner James Norwood, Jr. – 17 years of Service
- d. **STUDENT OF THE MONTH – December, 2016** – Mayor Hill & Commissioner Norwood

Jasmine Grammer	Browning Pearce Elementary School
Jayela Walker	C. L. Overturf, Jr. 6th Grade Center
Cordae Mungin	Children's Reading Center Charter School
Jobi Boone	E. H. Miller School
Taurean Valentine	James A. Long Elementary School
Caleb Mayberry	Jenkins Middle School
Gabrielle Parnell	Kelley Smith Elementary School
Lilleon Griffis	Mellon Elementary School
Da'Jonet Appling	Moseley Elementary School
Kayley Adkins	Palatka High School
Kaithlyn Hutchins	Peniel Baptist Academy
Madison Blount	Putnam Academy of Arts & Sciences
Kirstyn Peters	Putnam Edge High School

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

3. CONSENT AGENDA

- *a. **Adopt Resolution No. 2015-12-87** authorizing the renewal of the Employee Assistance Contract (EAP) benefits contract with Vanessa Townsend & Associates for a one year term beginning 1/1/17
- *b. **Adopt Resolution No. 2016-12-88** authorizing reduction of the code enforcement fine levied against 420/422 Kirby Street in the amount of \$20,100 to \$500, provided the fine is paid within 30 days of this action, or the fine returns to \$20,100.
- *c. **Adopt Resolution No. 2016-12-89** authorizing a three (3) month extension of the Temporary Golf Course Management Agreement with Hertz Golf, LLC, from 1/1/17 to 3/31/17.
- d. **Adopt Resolution No. 2016-12-90** awarding the Turf Maintenance Bid to Ashley's Lawn Service, LLC in the amount of \$24,000 and to Sportscape Services Inc. in the amount of \$39,309 and authorizing execution of all contract agreements associated with this bid award.
- *e. **Adopt Resolution No. 2016-12-91** confirming a shortlist of qualified responding firms for RFP #2016-11, Architecture, Engineering and Landscape Architecture Continuing Services
- *f. **Adopt Resolution No. 2016-12-92** rejecting all proposals for third party sludge processing/treatment & disposal systems/services at the Wastewater Treatment Plant received in response to RFP 2016-007 and ceasing further negotiations with respondents

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AGENDA - CITY OF PALATKA
December 12, 2016
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3. **CONSENT AGENDA (Continued)**
- *g. **Adopt Resolution No. 2016-12-93** authorizing the purchase of wetland mitigation credits in the amount of \$315,000 from Sundew Mitigation Bank, LLC related to on airport obstruction/tree removal and mitigation (100% grant funded)
 - *h. **Adopt Resolution No. 2016-12-94** authorizing issuance of Special Events Permit No.17-05 for the 2017 Airport Community Open House/ Fly-In; setting forth provisions of the permit and fees, granting permission to exceed allowable noise levels; granting permission for all aircraft and aerial operations.
 - *i. **Approve request items for Special Event Permit No. 16-50** – (Wedding & Reception) at the St Johns River Education Center 12/18/16 from 11:00 am until 8:00 pm - Felecia Nelson, Applicant
 - 1. Grant permission to exceed allowable noise levels throughout the duration of event (amplified music).
 - 2. Allow for the closure of N. 1st St. from River Center parking lot to St Johns Ave.
 - *j. **Accept resignation of Joe Pickens** from the Palatka Planning Board with regrets.
 - *k. **Reappoint George DeLoach and Edie M. Wilson** to the Palatka Planning Board for three-year terms to expire December 31, 2019 (incumbent members)
 - *l. **Re-appoint Michael Gagnon and Pat Wilson** to the Palatka Code Enforcement Board as members with General Contracting & Engineering Experience, Respectively, for three-year terms to expire September, 2019
 - *m. **Incorporate Final Results of Nov. 8, 2016 General Election, Commissioner Groups 1 and 3, into the Record of Proceedings**
- * 4. **REQUEST to authorize execution of Palatka Housing Authority's Annual Forms:** Determination of Exemption & Categorical Exclusion, 24CRF 58.34(a) and 58.35(b) on behalf of Palatka Housing Authority's Site Improvements FY 2017-2021 CFP AMP 11, 12 & 15, and certifying its consistency with the City's Comprehensive Plan – John Nelson, Executive Director
- * 5. **RESOLUTION** authorizing the following Nominal Lease renewals eff. 1/1/2017:
 - 1. Keep Putnam Beautiful Lease on office space at 205 N. 2nd Street
 - 2. Palatka Art League Lease on the Tilghman House
 - 3. Heart of Putnam Food Pantry, Inc. Lease on a portion of the Cooper Building
 - 4. Palatka Duplicate Bridge Club Lease on a portion of the Cooper Building
 - a. Request for change of utilities billing classification – Barbara Rothermel
- * 6. **RESOLUTION** Authorizing execution of a Water Taxi/Dock Operations Agreement with Palatka Boathouse Marina , LLC - Adopt
- * 7. **PUBLIC HEARING:** 2704 & 2706 Reid St. - Planning Board Recommendation to annex and assign commercial land use and zoning to property, from Putnam County C-1 (Commercial, General Light) to City C-1 (General Commercial)- Owner/Applicants: Meang Kalla, Thongyu Meang, and Ed Bun.
 - *a. **ANNEXATION ORDINANCE** - 1st Reading
 - *b. **REZONING ORDINANCE** - 1st Reading
- * 8. **ORDINANCE** rezoning property located at the southwest corner of River and Morris Streets from R-1AA/HD (Single-Family Residential and Historic District) to R-1AA (Single-Family Residential) - REMOVAL FROM HISTORIC DISTRICT - Normand Jutras, Owner/Applicant - 1st Reading
- * 9. **ORDINANCE** imposing a temporary moratorium on the operation of medical marijuana treatment centers, licensed dispensing and cultivation organizations within the City of Palatka

AGENDA - CITY OF PALATKA
December 12, 2016
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10. **CITY MANAGER & ADMINISTRATIVE REPORTS**
 - *a. **Letter of Request for Relief – Planning Board Case #16-38, Denial of Conditional Use (2000 Reid Street) – Donald E. Holmes, City Attorney**
11. **REQUEST TO APPROVE FUNDING: \$500 for Disadvantaged Youth Orlando Magic Game Event**
12. **COMMISSIONER COMMENTS**
13. **ADJOURN**
*Attachment **Separate Cover

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

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

Upcoming Events:

Dec. 22 – Employee Christmas Party 6:00 p.m.
Dec. 23 & 26 City Offices Closed for Christmas
Jan. 2, 2017 – City Offices closed for New Year's Holiday
Jan. 9, 2017 – Oath of Office Meeting, Group 1 & 3 Comm.
Jan. 16 – City offices closed for Martin Luther King Day

Board Openings:

Code Enforcement Board – 1 vacancy (alternate)
Put. Co. Library Board – City Appointee (2)
Board of Zoning Appeals – 1 vacancy (at-large)
Planning Board – 2 vacancies (at large)
Tree Committee – 1 Vacancy (at large)

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DONALD E. HOLMES
CITY ATTORNEY

November 21, 2016

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

You are hereby notified that the Regular December 8, 2016 Meeting of the Palatka City Commission has been rescheduled and is called to be held on Monday, December 12, 2016, at the regular meeting place of the Palatka City Commission, Palatka City Hall, 201 N. 2nd Street, Palatka, Florida, to commence at 6:00 p.m. or as soon as possible thereafter following the Palatka CRA Meeting scheduled for 5:00 p.m.

The meeting was rescheduled during regular session of the commission on Nov. 10, 2016 to allow members of the City Commission to attend the Florida League of Cities Legislative Agenda Meeting, scheduled for Dec. 8 – 9, 2016 in Orlando FL.

/s/ Terrill L. Hill

Terrill L. Hill, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a Workshop meeting on the 21st day of November, 2016.

/s/ Mary Lawson Brown

COMMISSIONER

/s/ Justin Campbell

COMMISSIONER

/s/ James Norwood, Jr.

COMMISSIONER

/s/ Rufus Borom

COMMISSIONER

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.

CITY OF PALATKA



Proclamation

WHEREAS, the Putnam County Historical Society was established in 1961 and incorporated as a non-profit organization with the State of Florida in June of 1966; and

WHEREAS, the Putnam County Historical Society is dedicated to advancing knowledge, understanding and appreciation of the history of the City of Palatka and Putnam County and has helped our citizens become aware of our rich local heritage; and

WHEREAS, the Putnam County Historical Society founded by a group of foresighted and dedicated individuals, has been a repository for documents, photographs, objects and collections relating to the history of our community; and

WHEREAS, the Putnam County Historical Society in cooperation with the City of Palatka has furnished, helped maintain, and provide docents for the Bronson-Mulholland House and the Putnam Historic Museum; and

WHEREAS, the Putnam County Historical Society members continue to volunteer and serve our community in the important work of preserving and interpreting our local history.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby recognize and celebrate the

50th ANNIVERSARY OF THE PUTNAM COUNTY HISTORICAL SOCIETY

in the City of Palatka, calling this observance to the attention of our citizens, congratulating and commending the Putnam County Historical Society for its **50 YEARS OF SERVICE** to our community and urge all citizens to join in recognizing and celebrating this anniversary.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 12th day of December, in the Year of Our Lord Two Thousand Sixteen.

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

PALATKA CITY COMMISSION

By: Terrill L. Hill, Mayor





Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

10/24/2016

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Palatka** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, City of Palatka

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

October 24, 2016

The Honorable Terrill Hill
Mayor
City of Palatka
201 North 2nd Street
Palatka FL 32177

Dear Mayor Hill:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **September 30, 2015** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An award for the Certificate of Achievement has been mailed to:

Matthew D. Reynolds
Finance Director

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-87 authorizing the renewal of the Employee Assistance Program (EAP) benefits contract with Vanessa Townsend & Associates for a one-year term beginning January 1, 2017

SUMMARY:

Attached is the proposed renewal of an Agreement with Dr. Vanessa Townsend & Associates, PA (Formerly Dr. Stephen Dingfelder and Associates) for the administration of the City of Palatka Employee Assistance Program, which expires 12/31/16. The cost to renew this contract is \$2,982.00, based upon a cost of \$21.00 per full-time employee and \$12.00 per part-time employee. There has been no increase in the cost of this benefit since 2012.

This benefit has been offered to City of Palatka employees as part of its Safety Program since 2004. The renewal of this Agreement has been endorsed by your Safety Committee each year. It is a valuable benefit and utilized by employees for self-referral for counseling services. Department Heads can also utilize this program by referring employees experiencing problems for treatment before they become performance problems. This is a valuable and timely benefit

RECOMMENDED ACTION:

Authorize execution of the resolution authorizing renewal of the EAP Contract with Dr. Vanessa Townsend and Associates for the calendar year beginning January 1, 2017.

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution
▢ EAP Contract Renewal	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/5/2016 - 11:55 AM
City Clerk	Driggers, Betsy	Approved	12/5/2016 - 12:03 PM

RESOLUTION No. 2016-12-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST AN EMPLOYEE ASSISTANCE PROGRAM
ADMINISTRATION AGREEMENT WITH DR. TOWNSEND &
ASSOCIATES, PA FOR THE CALENDAR YEAR 2017**

WHEREAS, the Palatka City Commission wishes to make certain valuable benefits available to its employees as part of its employee benefit package; and

WHEREAS, as part of its Employee Safety Program, the City of Palatka has provided Employee Assistance Program (EAP) benefits for outpatient psychological services to its full-time employees free of charge since 2004 through an EAP Administration Agreement with Dr. Vanessa Townsend & Associates, PA (formerly Dr. Stephen Dingfelder & Associates); and

WHEREAS, Dr. Townsend has proposed a renewal Agreement to administer the City of Palatka Employee Assistance Program for a flat annual fee of \$2,982.00, or \$21.00 per full-time employee, which represents no increase in cost to the City for this service; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the City Manager and City Clerk are hereby authorized to execute and attest the Employee Assistance Program (EAP) Agreement with Dr. Townsend & Associates, PA in the amount of \$2,982.00 for EAP program administration services through December 31, 2017.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

Vanessa Townsend, Psy.D
Licensed Psychologist

Steven P. Dingfelder, Ph.D.
Licensed Psychologist

Michael Meehan, LCSW
Licensed Clinical Social Worker

Melanie Nuskowski, Ph.D.
Licensed Psychologist



David Bortnick, Ph.D. Psy.D., ABN
Licensed Psychologist

Stuart Townsend, Psy.D.
Licensed Psychologist

Ralph Wyman, LMHC
Licensed Mental Health Counselor

Jane Echterling, Ph.D.
Licensed Psychologist

Dr Townsend & Associates

Comprehensive Counseling Services

AGREEMENT

This Agreement is made and entered into this 1st day of January, 2017 between the City of Palatka and Dr. Townsend & Associates, P.A..

Whereas the City of Palatka wishes to provide outpatient psychological services to its full-time employees or family members. Whereas, the Provider wishes to provide EAP services for all full-time employees or family members of the City of Palatka.

Now therefore, the Provider and the City of Palatka do hereby mutually agree to the following:

THE PROVIDER:

Will administer the EAP to the City of Palatka full-time employees, part-time employees or family members who have personal problems. These problems include, but are not limited to alcohol and drug misuse, marital problems, excessive stress, anxiety/panic disorder, and parenting issues.

Will provide the following specific services on behalf of the City of Palatka :

- A. Help in the development and implementation of an EAP policy and procedure.
- B. Assist those employees or families who are self-referred, as well as those who are performance/supervisory referred. Referrals will be assisted in identifying their problem(s) and providing them with short-term intervention (three (3) free visits per employee) or referring them to an appropriate outside agency for assistance.
- C. Offer those individuals who need additional counseling beyond their initial free visits the option of utilizing their insurance benefits. Each employee will be responsible for their co-payment and annual deductible. Exceptions to this can be made by the City of Palatka as it sees fit.

9 ST. JOHNS MEDICAL PARK DRIVE, ST. AUGUSTINE, FL 32086 (904)797-2705
6910 OLD WOLF BAY ROAD, PALATKA, FL 32177 (386)328-4955
www.drtownsendandassociates.com

- D. Provide consultation services, at the request of The City for supervisory level management within the City of Palatka.
- E. Assure reasonable measures of confidentiality regarding the treatment of the City of Palatka employees via the EAP.
- F. Provide necessary follow-up of the employee or their family.
- G. Visit with the City of Palatka Director of Human Resources/Labor Relations as requested.
- H. Provide follow-up refresher training for supervisors at least once each year, as requested.
- I. Provide an appropriately qualified/licensed therapist to work in the diagnosis, evaluation, treatment, and if necessary, the referral of employees and/or their families.
- J. Provide monthly reports and a summary annual report of the progress of the services provided to the City of Palatka.

THE CITY OF PALATKA WILL:

- A. Assist the Provider in delivering the EAP services to its employees.
- B. Provide on at least a once a year basis a letter to employees and their families indicating the existence of and support for the EAP. This letter shall be sent to the employees' home address.
- C. Provide all materials, supplies and clerical staff for the preparation and distribution of pre-program and ongoing program publicity.
- D. Assemble its supervisors/managers and provide a training area which has the necessary audio/visual equipment for the training programs that are to be offered through this Contract.
- E. Assure each employee that this program will maintain his/her confidentiality.
- F. Provide agreed upon reimbursement to Provider.

COMPENSATION:

The services and assistance offered through this Contract will be provided to The City of Palatka for a fee of \$2,982.00 per Contract year (based on 121 full-time employees at \$21.00 each and 35 to 40 part-time employees at 12.00). This Contract shall remain in force for a period of one year from January 1, 2017 to December 31, 2017. This Contract may be canceled by either party with 60 days written notice.

The above is agreed to by:

City Manager
The City of Palatka

Vanessa Townsend, Psy.D.
Dr. Townsend & Associates, P.A.

Date

Date



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-88 authorizing reduction of the code enforcement fine levied against 420/422 Kirby Street in the amount of \$20,100 to \$500, provided the fine is paid within 30 days of this action, or the fine returns to \$20,100.

SUMMARY:

The case for 420/422 Kirby Street was started on August 26, 2013 for Historic District Maintenance and overgrown conditions. It was brought to the Code Enforcement Board on December 12, 2013 and a daily fine began running January 10, 2014. On February 21, 2014 the fine was recorded in the Findings of Fact, Conclusions of Law (see copy attached).

Henry and Tracy Leskey purchased the property on February 21, 2016 and immediately started renovation on the property. All of the violations listed in the complaint were immediately addressed and the property was found to be in compliance as of March 23, 2016. The daily fine of \$25 ran from January 10, 2014 until date of compliance March 23, 2016 for a total of 804 days and a total fine accrued of \$20,100.

The Leskey's appeared at the March 23, 2016 Code Enforcement Board meeting and requested the fine be reduced to \$500. They stated that they were aware of the Code lien before the property was purchased.

As a result of the request, the Code Enforcement Board voted unanimously to recommend a reduction of the fine to \$500, provided the fine is paid within 30 days of the reduction. If the reduced fine is not paid within 30 days of this reduction action, the fine will revert to \$20,100.

RECOMMENDED ACTION:

Adopt the resolution authorizing reduction of the code enforcement fine levied against 420/422 Kirby Street to \$500.00, from \$20,100, provided the fine is paid within 30 days of this action, or the fine returns to \$20,100.

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution
▢ CEB Minutes March 23, 2016	Cover Memo
▢ CEB Minutes April 27, 2016	Cover Memo
▢ Findings of Fact	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Police	Shaw, Jason	Approved	11/18/2016 - 9:52 AM
City Clerk	Driggers, Betsy	Approved	11/22/2016 - 1:04 PM
City Manager	Suggs, Terry	Approved	12/5/2016 - 11:08 AM

RESOLUTION NO. 2016-12-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A REDUCTION IN THE AMOUNT OF CODE
ENFORCEMENT FINES ASSESSED TO 420-422 KIRBY STREET
FROM \$ 20,100 TO \$ 500 PROVIDED THE FINE IS PAID WITHIN
30 DAYS OF THIS ACTION.**

WHEREAS, after due notice to the property owner of 420-422 Kirby Street was provided, the Palatka Code Enforcement Board levied a daily fine of \$25/day upon said property as it was found that the property was in violation of Section 30-32 and 54-80 of the Palatka Municipal Code, according to the Finding of Fact, Conclusions of Law and Order dated January 10, 2014; and

WHEREAS, Henry and Tracy Lesky, Respondents and property owners, have purchased the property and have made a request to the Palatka Code Enforcement Board to reduce the Code Enforcement Fine to \$500.00, as the property has been brought into compliance and the daily fine stopped accruing on March 23, 2016 once the property was cleaned up; and

WHEREAS, at its regular March 23, 2016 meeting, the Palatka Code Enforcement Board voted 6-0 to recommend to the Palatka City Commission to reduce the \$21,100 accrued fine to \$500.00 if the fine is paid within 30 days of this action and recording of the lien is not required; and

WHEREAS, the Palatka City Commission finds that the approval of the recommended reduction in fine described herein is in the best interest of the property owner, the City of Palatka and its citizens, and deems it appropriate to reduce the amount of Code Enforcement Fine imposed upon 420-422 Kirby Street as recommended by the Palatka Code Enforcement Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA, that the Code Enforcement Fine levied against 420-422 Kirby Street be reduced to \$500 provided the reduced fine is paid within 30 days after passage of this Resolution.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of December, 2016.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY OF PALATKA
CODE ENFORCEMENT BOARD MEETING
MINUTES
March 23, 2016



Meeting called to order at 4:07 p.m. by Chairperson LaSandra Williams.

Members present: Michael Gagnon, Pat Wilson, Betty Kelly, Chris Hollister

Members absent: John Lyon, Johnny Brown, Leroy Miles

Also present: Code Enforcement Officer Laura Jones, Recording Secretary Meghan Warman, City Attorney Don Holmes and Captain Matt Newcomb

Motion by Pat Wilson and seconded by Betty Kelly to accept the minutes of the December 23, 2015 meeting. All voting members were in favor, motion carried.

LaSandra Williams read the appeal procedure and swore in City staff testifying at the hearing.

NEW BUSINESS

Case 201200117 **1506 Napoleon Street (42-10-27-6850-2850-1600)**
Owner: Robert and Pamela Mattson
Section 30-32 Weed, Debris, Prohibited Conditions

Ms. Jones testified that this property had been purchased by Mr. & Mrs. Mattson in April 2013 and brought into compliance. When the Mattson's purchased the property, there was no lien found on it. Now they are in the process of selling the home and the new buyers are stating that their title company has found a Code Enforcement case on it. The case had been brought to Code Board in January 2013 when they began a daily fine and in April 2013 when they voted to assess an Administrative fee, however no paperwork was ever filed by the former Code Enforcement Office. Ms. Jones is requesting this case be closed without any fines, fees or liens to be assessed.

Motion made by Michael Gagnon and seconded by Pat Wilson to recommend to the City Commission that the fine be eliminated and the case closed without any fines or fees. All present voted affirmative, motion carried.

Case 201300136 **420/422 Kirby Street (42-10-27-6850-0400-0030)**
Owner: Henry and Tracy Leskey
Section 30-32 Weed, Debris, Prohibited Conditions
Yard is overgrown. Trees and vines are growing over the home.
Section 54-80 Historic District Maintenance.

Ms. Jones testified that Mr. & Mrs. Leskey purchased the property in February 2016 and immediately began renovations of the home and property. The property has a daily fine running and total to date is \$37,300.

Mr & Mrs Leskey attended the meeting to request a lien reduction. They purchased the home during a tax auction and were aware of the lien, however the lien amount is larger than the property value at this time. They are converting the property back to a single family home from a duplex and are renovating it in order to rent it out once renovations are complete. After discussion, the Leskeys requested the lien be reduced to \$500 if paid in 30 days. If not, the fine will revert back to original amount.

Code Enforcement Board
March 23, 2016 Meeting Minutes
Page 2 of 3

Motion made by Michael Gagnon and seconded by Betty Kelly to recommend to the City Commission that the fine be reduced to \$500 if paid in 30 days. All present voted affirmative, motion carried.

Case 201500022 **407 N.7th Street (42-10-27-6850-0580-0040)**
Owner: Matthew Lee
Section 18-242 Unsafe Building
Section 30-64 Public Nuisance

Ms. Jones testified that this property sustained a wall collapse in July 2015. A demo permit was pulled but never completed. The debris from the building poses a safety hazard to pedestrians on the sidewalk. Ms. Jones requests immediate abatement of the remaining debris.

City Attorney Don Holmes asked if there was a tax deed application on the property because if so, then it wouldn't be in the City's best interest to spend the money to abate ourselves. Code Enforcement Office Jones was not sure if there was a tax deed application.

Motion made by Pat Wilson and seconded by Michael Gagnon to request a nuisance abatement pending no tax deed application on the property. All present voted affirmative, motion carried.

Case 201300058 **415 N. 5th Street (42-10-27-6850-0210-0020)**
Owner: Francine Millican
Section 50-84 Historic District Maintenance

Ms. Jones testified that this property has a daily running fine starting September 25, 2013 for a total to date of \$22,075. Ms. Jones requests discussion about directing this case to the City Attorney for foreclosure on the lien.

Motion made by Betty Kelly and seconded by Christopher Hollister to recommend to the City Attorney to start foreclosure proceedings. All present voted affirmative, motion carried

Case 201600001 **622 N. 6th Street (42-10-27-6850-0770-0100)**
Owner: Quirus T. & Lashawn Lowe
Section 18-242 Unsafe Building
Section 30-64 Public Nuisance

Ms. Jones testified that a structure fire had occurred at this home on January 7, 2010 and nothing has been done to the property since. The property remains unsecured and reports of squatters have been made by neighbors. Ms. Jones is requesting nuisance abatement of this structure.

Discussion from the Board questioning why no code case was ever opened. There is currently no fine running and no case had been opened. Ms. Jones then corrected and stated a code case was opened in January 2016. No contact has been made with homeowner. The City Manager stated he would like to continue this case so as to allow for proper notification to homeowners regarding the code case and daily fine to allow them the ability to come into compliance.

The Board agreed to continue the case to allow proper notice to homeowners.

Code Enforcement Board
March 23, 2016 Meeting Minutes
Page 3 of 3

Case 201600002 **613 North 20th Street (37-10-26-6850-3510-0020)**
Owner: Michael Washington
Section 18-241 Unsafe Structure
Section 30-64 Public Nuisance

Ms. Jones testified that a structure fire had occurred at this home approximately 10 years ago and nothing has been done to the property since. The property remains unsecured and reports of squatters have been made by neighbors. Ms. Jones is requesting nuisance abatement of this structure.

Again the Board agreed that the homeowners have not been given proper notice nor time to come into compliance on this property.

The Board agreed to continue the case to allow proper notice to homeowners.

Case 201400003 **127 Azalea Cir (12-10-268450-0000-0090)**
Owner: James E. Vickers
Section 18-241 Unsafe Structure
Section 30-64 Public Nuisance

Ms. Jones testified that a structure fire had occurred at this home on January 13, 2008 and nothing has been done to the property since. The property remains unsecured and reports of squatters have been made by neighbors. Ms. Jones is requesting nuisance abatement of this structure.

Again the Board agreed that the homeowners have not been given proper notice nor time to come into compliance on this property.

The Board agreed to continue the case to allow proper notice to homeowners.

Case 201200070 **212 South 18th Street (42-10-27-6850-2620-0070)**
Owner: Joseph Zimmerman
Section 30-64 Public Nuisance
Section 30-32 Weed, Debris, Prohibited Conditions
Section 18-241 Unsafe Structure
Section 30-180 Time period of Compliance

Ms. Jones testified that this property has gone into foreclosure and should have been taken off the agenda for this meeting. The Board then discussed the fact that a new case should be started in order to make sure the property gets cleaned up. Ms. Jones agreed.

With no further business, meeting adjourned at 4:37 p.m.

CITY OF PALATKA
CODE ENFORCEMENT BOARD MEETING
MINUTES
April 27, 2016



Meeting called to order at 4:00 p.m. by Chairperson LaSandra Williams.

Members present:, Pat Wilson, Betty Kelly, Chris Hollister, Butch Puryear

Members absent: Michael Gagnon, John Lyon, Johnny Brown, Leroy Miles

Also present: Code Enforcement Officer Laura Jones, Recording Secretary Meghan Warman, City Attorney Don Holmes.

Motion by Pat Wilson and seconded by Betty Kelly to accept the minutes of the March 23, 2016 meeting. All voting members were in favor, motion carried.

LaSandra Williams read the appeal procedure and swore in City staff testifying at the hearing.

OLD BUSINESS

Case 201300136 420/422 Kirby Street (42-10-27-6850-0400-0030)
Owner: Henry and Tracy Leskey

There was an error in the daily fine amount on the March 23, 2016 agenda. Code Enforcement Officer Jones would like to correct the amount in the minutes in order for the resolution to go before the Commission.

Motion made by Pat Wilson and seconded by Chris Hollister to correct the fine amount in the minutes so the resolution can go before the Commission. All present voted affirmative, motion carried.

Case 201600001 622 N. 6th Street (42-10-27-6850-0770-0100)
Owner: Quirus T. & Lashawn Lowe
Section 18-242 Unsafe Building
Section 30-64 Public Nuisance

Case 201600002 613 North 20th Street (37-10-26-6850-3510-0020)
Owner: Michael Washington
Section 18-241 Unsafe Structure
Section 30-64 Public Nuisance

Case 201400003 127 Azalea Cir (12-10-268450-0000-0090)
Owner: Joel E. Contreras
Section 18-241 Unsafe Structure
Section 30-64 Public Nuisance

Due to a computer software issue, the above 3 cases had to be re-opened and a new case created. Code Enforcement Officer Jones is requesting tabling the above cases in order to give her more time to get additional notification to the property owner.

Motion made by Pat Wilson and seconded by Betty Kelly to table the above 3 cases in order to allow more time to contact property owners. All present voted affirmative, motion carried.

Code Enforcement Board
April 27, 2016 Meeting Minutes
Page 2 of 2

NEW BUSINESS

Case 200500139 and 201000070 1201 Cleveland Ave.
Owner: ALS VII-RVC LLC
Section 30-34 Weed, Debris, Prohibited Conditions

The above property has 2 current cases on it. Case 200500139 has an open lien and Administrative Costs. Case 201000070 has a daily fine running. The property was purchased via Certificate of Title on 9/30/2014. The property was inspected on 4/20/2016 and found to be in compliance. The property is currently under contract and the seller is asking for a reduction in the fine. Code Enforcement Officer Jones is requesting a discussion with City Attorney Don Holmes regarding foreclosure and fines attached to this property.

City Attorney gave information regarding lien amounts and foreclosure and asked about whether or not there was a foreclosure filed on the property. Code Enforcement Officer Jones was unsure if a foreclosure was filed, and if so, when.

Motion made by Pat Wilson and seconded by Betty Kelly to recommend the fine be reduced to \$1000 pending the outcome of the City Attorneys search regarding the foreclosure filing.

With no further business, meeting adjourned at 4:22 p.m.

**CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 201300146

vs

Dennis M. & Laurel F. Dean, Respondent(s)

Inst:201454790493 Date:2/21/2014 Time:1:39 PM
DC, Tim Smith Putnam County Page 1 of 1 B:1371 P:1671

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Board for public hearing on December 11, 2013, after due notice to the Respondent; and, the Board having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- a) The Respondent(s) is the owner of property described as 420 Kirby Street, Putnam County Tax parcel number 42-10-27-6850-0400-0030, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Section 54-80 Historic District Proper Maintenance of Structures Required and Section 30-32 Weeds, Debris, Prohibited Conditions, of the Palatka Municipal Code.
- c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

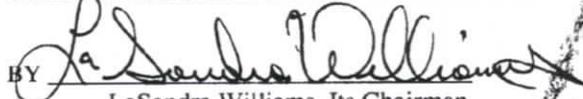
IT IS ACCORDINGLY ORDERED THAT:

II. ORDER:

- a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 10th day of January, 2014, or if said conditions are not corrected, a fine in the amount of \$25.00 per day is hereby assessed and levied on the above-described property, effective on the 10th day of January, 2014, to continue until the conditions are corrected.
- b) Administrative costs will be assessed after the property is brought into compliance.
- c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

DONE AND ORDERED this 11th day of December, 2013, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY 
LaSandra Williams, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by Certified mail, Regular mail, to the Respondent and/or authorized representative at 213 A Street, St Augustine, FL, 32080 this ____ day of February, 2014.

Prepared by:

Elizabeth A. Hearn, City of Palatka
110 N 11th Street, Palatka, FL 32177


Elizabeth A. Hearn, Code Enforcement Officer

I hereby certify that the foregoing is a true and correct copy of the same, as appears on record in the office of the *Planning, Building, and Zoning Department* of the City of Palatka, Florida.

By:  _____, City Clerk.
Date: Feb 21, 2014



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-89 authorizing the extension of the Temporary Golf Course Management Agreement with Hertz Golf, LLC eff. 1/1/17, to expire 3/31/17.

SUMMARY:

Staff wishes to extend the temporary Golf Course Management Agreement with Hertz Golf, LLC, which expires on 12/31/16. This action extends the current contract for another 90 days. Staff requests this extension to explore a franchise agreement, which will resolve certain property tax issues.

On July 28, 2016 the City Commission adopted a resolution ranking Hertz Golf, LLC as the top-ranked respondent to RFP 2016-02. The temporary contract entered into on 9/22/16 and effective 10/1/16 is based upon the proposal submitted by Hertz Golf, LLC in response to the City's RFP 2016-02. The City will continue to compensate Hertz Golf, LLC for services by payment of a monthly stipulated sum of \$6,750.00

RECOMMENDED ACTION:

Adopt the resolution authorizing the extension of that Temporary Management Agreement with Hertz Golf, LLC for the management and operation of Palatka Golf Club.

ATTACHMENTS:

Description	Type
▢ Resolution	Resolution
▢ Temporary Management Agreement	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 7:21 PM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 7:21 PM

RESOLUTION No. 2016-12-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXTENSION OF A TEMPORARY
AGREEMENT FOR MANAGEMENT SERVICES FOR THE
PALATKA GOLF COURSE BETWEEN HEARTZ GOLF, LLC
AND THE CITY OF PALATKA, FLORIDA**

WHEREAS, on February 11, 2016, Request for Proposals (RFP) No. 2016-02 was advertised for the operation of the golf course and/or food and beverage operation, for which four (4) proposals were received; and

WHEREAS, on July 28th the Palatka City Commission adopted Resolution No. 2016-12-49 ranking the proposals based upon the recommendation of the RFP-2016-02 Evaluation Committee ranking recommendation, which ranked Hertz Golf, LLC as the top respondent; and

WHEREAS, the City of Palatka reached an agreement with Hertz Golf, LLC on terms for a temporary management agreement for a three month term commencing October 1, 2016 and ending December 31, 2016, which was authorized for execution by the Palatka City Commission on 9/22/16; and

WHEREAS, the City of Palatka wishes to extend the Temporary Management Agreement for an additional three month term commencing on January 1, 2017; and

WHEREAS, the Palatka City Commission has determined that extending the Temporary Management Agreement with Hertz Golf, LLC for management services of the Palatka Golf Course for an additional 3-month term is in the best interest of the City of Palatka.

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

1. That the Temporary Management Services Agreement between Hertz Golf, LLC and the City of Palatka dated October 1, 2016 is hereby extended for a three month term commencing January 1, 2017; and
2. That the City Manager and City Clerk are hereby authorized to execute and attest an extension agreement, if necessary, for a three month term commencing January 1, 2017.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Terms and Conditions of an Agreement Between:
(Hereafter referred to as "*Agreement*")

**Heartz Golf, LLC
145 Brittany Lane
Palm Coast, FL 32137
(386) 864-5306
aheartz@pga.com**

(Hereafter referred to as "*Company*")

and

**City of Palatka, Florida
201 North Second Street
Palatka, FL 32177
T: (386) 329-0100
F: (386) 329-0106
tsuggs@palatka-fl.gov**

(Hereafter referred to as "*City*")

(City and Company hereafter referred to as, each a "*Party*", collectively, "*Parties*")

for

Palatka Golf Club
(Hereafter referred to as "*Golf Course*" or "*Project*")

October 1, 2016
(Hereafter referred to as the "*Effective Date*")

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Article I -- Company’s Responsibilities

1.1 Basic Project Information

The City owns the Golf Course and desires the Company to manage the operation, maintenance and capital improvement of the Golf Course.

1.2 Agreement Term and Schedule

The Agreement term shall be three (3) months to begin October 1, 2016:

1.3 Company’s Services

- i. The Company shall complete those tasks as described in Attachment A (“Services”), the completion of which shall direct the Golf Course’s operation, maintenance and capital improvement (the “Work”).
- ii. The Company shall have the authority to make decisions and changes to the Work in accordance with the completion of the Services.
- iii. The Company shall keep the City informed of observations concerning the progress and quality of the Work as outlined in Attachment A. The Company shall report to the City any observed deviations in the completion of the Work.
- iv. The Company shall complete the Services as an independent contractor to the City. Neither Party shall be an employee of, partner of, or joint venturer with the other and neither Party so

hold itself out. By providing these periodic evaluations of the Work and completing the Services, the Company shall not be responsible for the acts or omissions of the City, or any of the City's subcontractor's, agents or employees, or any other persons performing any of the Work as recommended by the Company in the completion of the Services.

1.4 Company's Supplemental Services

The Company shall provide only those Services specifically enumerated in Attachment A. The Company may agree to provide Supplemental Services to the City after execution of this Agreement, without invalidating the Agreement. The Company shall not provide any Supplemental Services without the prior written consent and approval of the Company and the City regarding scope of work and fees.

Article II -- Company's Compensation

2.1 Compensation

The City shall compensate the Company for the Services by payment of a Monthly Stipulated Sum of \$6,750. Payments shall be made upon presentation of Company's Invoices, which shall be submitted upon the 1st day of each calendar month following the Effective Date up to and including December 30, 2016.

2.2 Payment Terms

All amounts due the Company under this Agreement are due ten (10) days from the invoice date.

Article III -- City's Responsibilities

3.1 City Representative

City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City hereby designates Terry Suggs to act in this capacity.

3.2 Personnel Employed at the Golf Course

Unless the Parties mutually agree otherwise, all personnel employed at the Palatka Golf Club shall remain employees of the City. Such personnel shall be subject to the City's existing employment practices and policies, as applicable. In

the event the Company shall recommend in good faith that the City terminate or suspend the employment of any such City employee, the City shall terminate or suspend such employment as recommended by the Company, unless the City shall demonstrate to the Company's reasonable satisfaction that such suspension or termination would be unlawful. The City shall in any event retain the final authority and responsibility for hiring, suspending or terminating all City employees employed at the Project.

3.3 Fiscal Obligations of the Golf Course

The City shall be solely responsible for the collection of the Golf Course's revenues and payment of the Golf Course's expenses. Company shall be responsible for the supervision, direction and monitoring of such collection and payment only as described by the Services.

3.4 Right of First Refusal for Lease or Sale

If, at any time during the term of the Agreement, the City desires to lease or sell the Golf Course to any third party, the City shall first offer to lease or sell the Golf Course to the Company upon the same price and terms as the City intends to offer to or receives from any third party. The City shall submit such terms to the Company in writing (the "Offer Notice"), following which the Company, by written notice, shall have sixty (60) days from its receipt of the Offer Notice to exercise its right to lease or purchase the Golf Course for the terms specified by the Offer Notice. Should the Company fail or otherwise refuse to exercise its right to lease or purchase the Golf Course, then the City shall thereafter be free to lease or sell the Golf Course to any third party under terms that are materially similar to those contained in the Offer Notice. The City and Company agree that any purchase price or lease rate that is 95% of any purchase price or lease rate specified in the Offer Notice shall not be deemed to be a material difference from the terms contained in the Offer Notice.

Article IV – Agreement Terms and Provisions

4.1 Termination by the Parties

- i. By mutual agreement and through written notice the Parties may terminate this Agreement for convenience and without cause effective upon completion of the term. Should the Parties elect to so terminate this Agreement, the Company shall be due all Monthly Stipulated Sums earned or accrued through termination date.

- ii. The Parties may terminate this Agreement only for cause (“Event of Default”), which shall include failure by either Party to perform any term or covenant of this Agreement in any material respect, and such failure continues for thirty (30) days or more after written notice of such failure is given by one Party to the other, provided that if the failure is of such nature that it cannot be reasonably corrected within such thirty (30) day period, such failure shall not constitute an Event of Default so long as the defaulting Party institutes curative action within the applicable period and diligently pursues that action to completion.

4.2 Termination of Agreement

- i. Unless the Parties shall elect to extend this Agreement pursuant to clause ii of this Section 4.2 prior to November 30, 2016 this Agreement will terminate on December 31, 2016.
- ii. This Agreement will terminate on December 31, 2016 unless the Parties shall enter into a binding agreement to extend this Agreement, provided any such extension agreement shall:
 - a. Be in effect for a period of not less than three (3) months.
 - b. Maintain all other terms and provisions of this Agreement for the term of the extension, unless the Parties mutually agree otherwise.
- iii. This Agreement will terminate should the Parties enter into a binding agreement for the Company to lease/manage the Golf Course from the City, with such termination to be effective as of the date of the parties’ execution of such agreement.
- iv. This Agreement will terminate should the Parties enter into a binding agreement for the Company to purchase the Golf Course from the City, with such termination to be effective as of the date of the closing of the Company’s purchase of the Golf Course.

4.3 Disputes

The Parties shall endeavor to settle unresolved claims and disputes between them by mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party, which, unless the Parties mutually agree otherwise, shall be submitted to JAMS, or its successor, for resolution. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.4 Instruments of Service

Drawings, specifications, and other documents prepared by the Company are Instruments of Service for use solely with respect to the Project. All original materials, reports documents, drawings, specifications, computations, sketches, test data, photographs and renderings related to the services and work performed hereunder shall be the property of the City.

4.5 Confidentiality of Information

- i. "Confidential Information" shall mean all information (in written, oral or electronic form) that is disclosed between the Parties including, without limitation, business and marketing information, analyses, budgets, presentations, strategies, techniques, documentation, designs, procedures, inventions, files, memoranda, reports, drawings, plans, customer lists or other account information, trade secrets, know how, means, or other intellectual property, and any information relating to the present and future business operations or financial condition of either Party or the Golf Course. Confidential Information does not include information which: **(a)** has been published or is now in the public domain, or in the future becomes published or in the public domain through no action of the receiving Party (the "Recipient"); **(b)** subsequent to disclosure hereunder, is received by the Recipient from a third party not known by the Recipient to be under an obligation of confidentiality to the disclosing Party; **(c)** is independently developed by Recipient without reference to the Confidential Information; or **(d)** is disclosed with the prior written approval of the disclosing Party. Any Party asserting that information is not Confidential Information by virtue of any of (a) through (d) hereof shall have the burden of proof on such issue.

- ii. The Confidential Information shall (a) be kept confidential by the Recipient, (b) not be used by the Recipient in any way detrimental to the disclosing Party, and (c) not be used by the Recipient other than in connection with the Services. The Recipient may disclose the Confidential Information only to necessary directors, officers, agents, employees, consultants, attorneys, or representatives (collectively, the "Representatives"), on a need to know basis. The Recipient will (i) inform each of its Representatives of the confidentiality of the Confidential Information and of this Agreement, (ii) direct its Representatives not to use the Confidential Information other than in connection with the Discussions, and (iii) be responsible for any improper use of the Confidential Information by its Representatives. Upon termination of this Agreement, each Party shall promptly return Confidential Information it has received hereunder to the other Party.

4.6 Indemnity

- i. Company and City shall each indemnify, defend and hold each other, their officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of their negligent performance of this Agreement, subject to any limitations set forth in this Agreement.
- ii. City shall indemnify, defend and hold the Company its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising from City's use of any Instruments of Service before such Instruments are approved by appropriate governmental agencies, use of drawings for other projects and use of any preliminary drawing or specification not intended or labeled as "For Construction" for construction purposes, subject to any limitations set forth in this Agreement.

4.7 Limitation of Liability

Liability under this Agreement shall be limited to direct, actual damages only. In no event shall either Party be liable to the other for consequential, incidental, punitive or special damages, including but not limited to damages for lost profits, frustration of economic or business expectations, non-operation or increased expense of operation of systems or equipment.

4.8 Insurance

Company does hereby covenant and agree to obtain and keep in full force and effect the insurance coverages set forth below and to furnish City with certificates of insurance evidencing such coverage upon request, which insurance shall, to the extent permitted by Company's insurance company, name the City as additional named insured and shall contain a thirty (30) day cancellation or material change prior notice provision. If permitted by the Company's insurance company, such policies shall contain a waiver of subrogation in favor of the City.

- i. Comprehensive General Liability. Company shall maintain comprehensive general liability insurance with minimum limits of US\$1,000,000 per person and US\$1,000,000 per occurrence for bodily injuries and US\$1,000,000 per occurrence for property damages, which insurance shall include, but not be limited to, contractual liability, products and completed operations, broad-form G.L. endorsement, and personal injury coverage.
- ii. Automobile Liability Insurance. Company shall maintain comprehensive automobile liability insurance covering all owned, non-owned, and hired vehicles with minimum combined single limits of US\$1,000,000 for bodily injury or property damage arising out of ownership, maintenance, or use of any motor vehicle.
- iii. Professional Liability/Errors and Omissions. Company shall maintain professional liability and errors and omissions coverage with minimum limits of US\$1,000,000.

4.9 Extent and Amendment of Agreement

This Agreement represents the entire Agreement between the Parties with respect to the subject matter hereof, superseding all previous oral or written communications, representations, or agreements and shall be binding on and shall inure to the benefit of the successors and assigns of each Party. This Agreement may be modified only by a writing signed by both Parties. This Agreement may be signed by one or more counterparts, each of which shall constitute an original.

4.10 Severability

In the event that any term or provision of this Agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this Agreement, and the balance of the Agreement shall survive and remain enforceable.

4.11 Assignment; Binding Effect

Neither the City nor the Company shall assign or transfer their interest in this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Company, the City, and their respective successors and assigns.

4.12 Notice

The Parties shall have been deemed to give notice to the other Party when such notice is sent by Registered Mail, Federal Express or United Parcel Service to the address indicated on page one (1) of this Agreement.

Article V – Acceptance of Agreement

The Agreement shall be deemed accepted and binding from the moment of both (i) its execution by the Parties and (ii) by City's delivery of the Contract Signing Fee due pursuant to Section 2.1 to the Company. Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from this contract must be brought in Putnam County, Florida.

For:
THE CITY OF PALATKA
By: Terry K. Suggs
Terry K. Suggs, CITY MANAGER

HEARTZ GOLF, LLC
By: Andrew Heartz
Andrew Heartz, PRESIDENT

ATTEST for City of Palatka:
Betsy J. Driggers
Betsy J. Driggers, CITY CLERK

WITNESSES (2) for Hertz Golf, LLC:
Jessica Bellamy
Print Name: Jessica Bellamy
Lisabeth A. Weber
Print Name: Lisabeth A. Weber

Attachment A

Manual of Operations, Policies and Procedures

August 2016

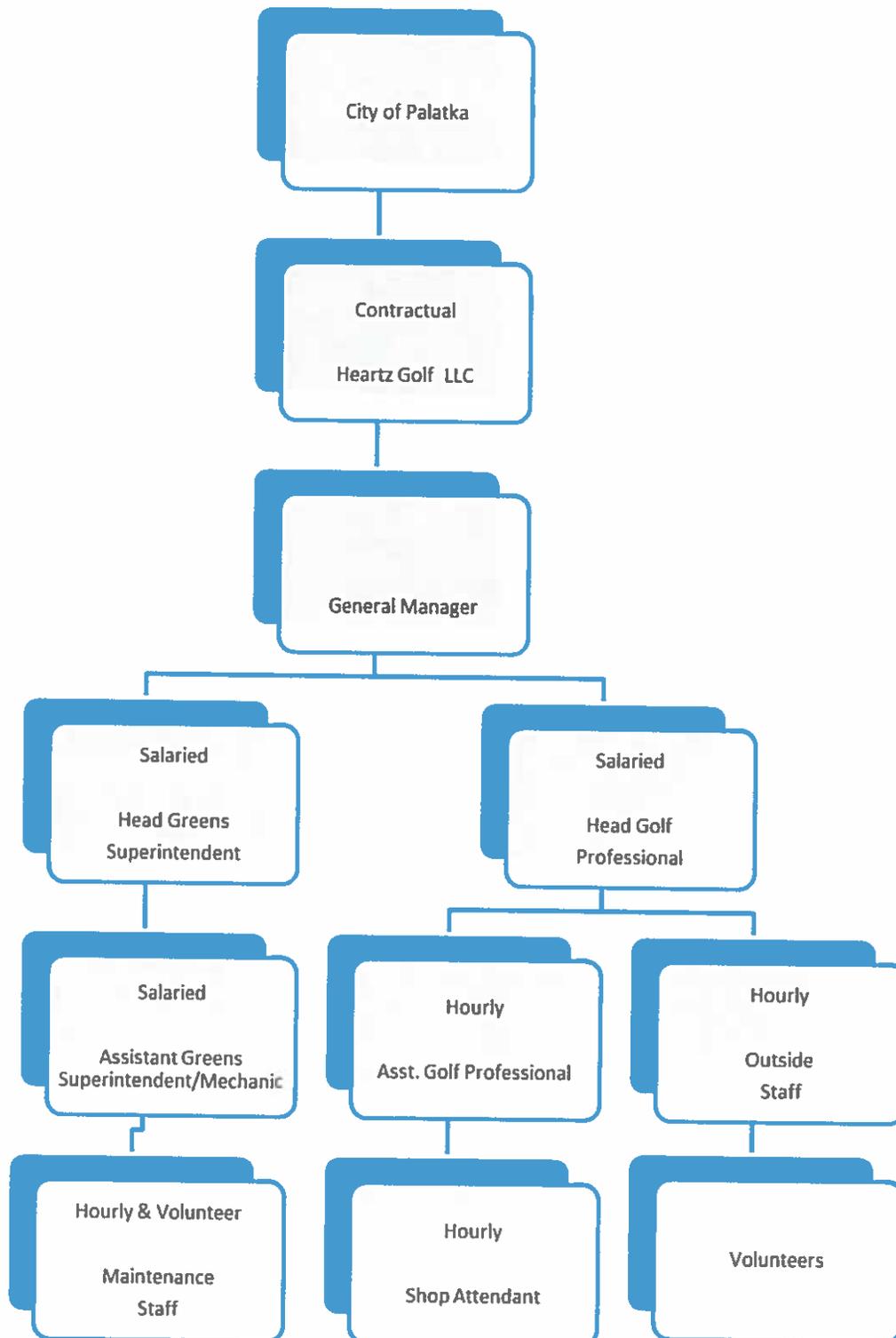
Prepared and Submitted by:

Heartz Golf, LLC

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1.0 Organizational Chart



2.0 Job Descriptions

2.1 Pro Shop

2.1.1 General Manager

Position Concept: To install a versatile, experienced, accredited and highly capable staff member that becomes the sole source of responsibility for all inside golf operations, sales and marketing. The general manager would be responsible for all aspects of the golf operation while working cooperatively with other department managers. The GM coordinates and administers Hertz Golf and City of Palatka policies, develops operating policies and procedures in conjunction with Hertz Golf and directs the work of all assistant and seasonal employees. The GM implements and monitors the budget, monitors the quality of products and services and ensures maximum guest satisfaction. The GM secures and protects golf course assets, including financial, facilities and equipment.

This position would report directly to City of Palatka

Specific Responsibilities (in conjunction with Hertz Golf):

- Develops / coordinates the development of long range and annual business plans.
- Develops / implements general policies.
- Approves specific operational policies, programs, and procedures in harmony with the mission and general policies.
- Monitors the performance of all daily operations, functions and services; assures high standards and total customer satisfaction.
- Establishes personnel policies; ensures proper hiring, training, supervising, personal development and corrective action in accordance with fair labor standards, safety and established policy.
- Ensures accurate recording of hourly labor and timely, accurate payroll processing.
- Oversees the development of operating procedures and training manuals.
- Develops emergency and safety procedures.
- Maintains active memberships in appropriate professional organizations.
- Coordinates the development of operating and capital budgets; monitors financial statements, reviews income and expenses relative to plans, implements corrective measures as needed, and reports status on a monthly basis.
- Manages and oversees all accounting, inventories, banking, audit procedures, cash flow, and establishes controls to safeguard funds and assets.
- Meets, greets, and welcomes prospective customers/ patrons.
- Makes recommendations for capital improvements, supplies and equipment.

- Assures operational compliance with local, state, and federal laws.
- Maintains knowledge and compliance with all lease terms and contractual obligations.
- Oversees the care and maintenance of all physical assets and facilities.
- Coordinates the club's marketing and promotional programs to recruit members/patrons.
- Ensures the highest standards for golf services and programs, golf course and practice area, food and beverage, sports and recreation, entertainment and other club services.
- Establishes and monitors compliance with all purchasing policies and procedures.
- Ensures and initiates programs to provide members with a variety of innovative functions, programs and events.
- Oversees and works with department heads to schedule and supervise staffing.
- Conducts regularly scheduled staff meetings.

Minimum Qualifications:

- 4-year College Degree preferred (business management, finance, management, hospitality)
- Member in Good Standing: PGA, CMAA or comparable professional organization.
- Minimum 3 years prior experience in golf and hospitality management with specific experience in public daily fee operations.
- Solid understanding of business fundamentals in a business environment.
- Successful in managing P&L's, budgets and the progressive financial management of facility.
- Proficient in computer knowledge and use of Microsoft applications.
- Experience with POS and tee time systems.
- Excellent time management, organization and prioritization skills.
- Excellent communication, leadership and employee development skills.
- Valid FL Driver's License.
- Communicates regularly with City of Palatka staff and attends regular meetings of same, as may be requested from time to time.

2.1.2 Head Golf Professional

Position Concept: The Golf Professional will oversee and manage the golf operation and work cooperatively with other departments while reporting to the General Manager. It is our intent that the Golf Professional be a motivated and energetic individual that

apprentices under and seeks to absorb knowledge from the General Manager, such that a culture of being able to “promote from within” becomes possible at Palatka Golf Club.

Specific Responsibilities:

1. Recruitment, hiring, training, and supervision of all staff including assistant professionals, outside cart assistants, mechanics, starters and rangers.
2. Implementation of policies and procedures and regular scheduling of staff meetings at the direction of the GM.
3. Oversee the rental and maintenance of golf cars.
4. Oversee the reservation system, starting, and monitoring of play.
5. Track and verify all players and guests, golf cars, club care, lockers, handicap fees, and other charges necessary, and facilitate proper controls.
6. Oversee the administration of the handicap program.
7. Enforce all rules and regulations governing golf course usage.
8. Develop and manage an innovative tournament program that services all customer segments.
9. Develop and oversee the golf instruction and golfer development programs for all customer segments.
10. Oversee the operations of a well-managed practice facility.
11. Maintain close working relationship and be compatible with other department heads.
12. Assist in the marketing and promotion of new memberships and programmed play.
13. Assist in the preparation of budgets, including forecasting and review of all golf revenues and expenses on a daily, weekly, monthly, and annual basis in collaboration with the GM.
14. Maintain and oversee a profitable merchandise concession that is consistent with patron demographics and needs.
15. Establish sales goals and forecasts for all golf programs and services, monitor and analyze reports.
16. Oversee all golf-related purchasing.
17. Implement cash and systems controls to ensure the safekeeping of assets, inventory and resources.
18. Oversee and approve all weekly golf staff time sheets /payroll, purchase orders, and invoices.
19. Supervise physical inventories and the display of merchandise. Assist in the development of necessary systems to safeguard inventories.

20. Assist in the publication of newsletters, informational and promotional materials.
21. Compile information from market competition for comparison studies to properly position the facility in the marketplace.

Minimum Qualifications:

- 2-year College Degree preferred (business management, finance, management, hospitality)
- Member in Good Standing: PGA or comparable professional organization.
- Minimum 2 years prior experience as a Head Golf Professional, with specific experience in public daily fee operations.
- Solid understanding of business fundamentals in a business environment.
- Successful in managing P&L's, budgets and the progressive financial management of facility.
- Proficient in computer knowledge and use of Microsoft applications.
- Experience with POS and tee time systems.
- Excellent time management, organization and prioritization skills.
- Excellent communication, leadership and employee development skills.
- Valid FL Driver's License

2.1.3 Assistant Golf Professional / Shop Attendant

Position Concept: The Assistant Golf Professional will oversee and manage the golf operation and work cooperatively with other departments while reporting to the General Manager and Head Golf Professional. It is our intent that the Assistant Golf Professional be a motivated and energetic individual that apprentices under and seeks to absorb knowledge from his/her direct reports, such that a culture of being able to "promote from within" becomes possible at Palatka Golf Club.

Specific Responsibilities:

1. Conduct all duties and responsibilities of the Head Golf Professional in their absence.
2. Oversee the preparedness and use of golf cars.
3. Oversee the reservation system, starting, and monitoring of play.
4. Track and verify all players and guests, golf cars, club care, lockers, handicap fees, and other charges necessary, and facilitate proper controls.
5. Enforce all rules and regulations governing golf course usage.

6. Oversee and maintain the proper and accurate entry of individual transactions in the point-of-sale system.
7. Develop and oversee the golf instruction and golfer development programs for all customer segments.
8. Oversee the operations of a well-managed practice facility.
9. Maintain close working relationship and be compatible with other department heads.
10. Assist in the marketing and promotion of new memberships and programmed play as directed.
11. Assist in the preparation of budgets, including forecasting and review of all golf revenues and expenses on a daily, weekly, monthly, and annual basis in collaboration with the GM and Head Golf Professional.
12. Maintain and oversee a profitable merchandise concession that is consistent with patron demographics and needs.
13. Implement cash and systems controls to ensure the safekeeping of assets, inventory and resources.
14. Supervise physical inventories and the display of merchandise. Assist in the development of necessary systems to safeguard inventories.
15. Assist in the publication of newsletters, informational and promotional materials.
16. Compile information from market competition for comparison studies to properly position the facility in the marketplace.

Minimum Qualifications:

- 2-year College Degree preferred (business management, finance, management, hospitality)
- Member in Good Standing: PGA or comparable professional organization.
- Solid understanding of business fundamentals in a business environment.
- Proficient in computer knowledge and use of Microsoft applications.
- Experience with POS and tee time systems.
- Excellent time management, organization and prioritization skills.
- Excellent communication, leadership and employee development skills.
- Valid FL Driver's License

2.1.4 Golf Cart Attendant

Position Concept: The Golf Cart Attendant is responsible for the preparation and return of the golf carts, as well as other outside duties. The position provides patrons with friendly, courteous service and reports to the inside pro shop staff, including the General Manager, Head Golf Professional and Assistant Golf Professional.

Specific Responsibilities:

1. Welcome players to the property as applicable.
2. Monitor and assist in the maintenance of the parking lot, walkways, bag drop, practice green, cart building, carts and cart accessories.
3. Complete opening and closing checklists as appropriate.
4. Gather working knowledge of the daily playing information and communicate it to patrons as appropriate.
5. Competition for comparison studies to properly position the facility in the marketplace.

Minimum Qualifications:

- Good organizational, verbal, mental and visual skills.
- Ability to use logical and rational thinking to address social situations and scenarios.
- Working knowledge of golf and golf terminology.
- Ability to perform moderate physical work which may require lifting up to 60 pounds occasionally, 30 pounds frequently, and up to 10 pounds constantly.
- Perform activities such as bending, kneeling, crouching, climbing, reaching, standing, pushing, lifting and grasping.
- Ability to work outside.
- Valid FL Driver's License

2.2 Maintenance

2.2.1 Head Greens Superintendent

Position Concept

This position is responsible for maintaining the golf course, club house grounds, and the oversight of the golf course maintenance department. This position reports directly to Hertz Golf and is tasked with the suitable presentation of the course in a condition that meets or exceeds customer expectations.

Specific Responsibilities:

1. Responsible for the esthetic and technical qualities of the entire playing surface of the course, greens, tees, fairway, roughs and surrounding areas.
2. Hire, train and supervise maintenance staff and dismiss as necessary according to guidelines put forth by the Hertz, LLC.
3. Enforce OSHA regulations.
4. Ensure that employees are informed on what protective equipment and/or clothing is required and when it is required.
5. Schedule and supervise work of golf course maintenance crew and be responsible for their work quality and actions as pertained to the job.
6. Ensure that all new employees are properly trained.
7. Hold safety meetings with employees on an ongoing basis as required by worker's compensation.
8. Prepare, present and execute maintenance budget.
9. Prepare, present and execute capital equipment budget under the guidance of Hertz, LLC.
10. Present long range plans.
11. Supervise special projects such as renovation, sod work, tree trimming and removal of debris.
12. Keep accurate records of expenses, weather, chemical applications, and inventories.
13. Conduct chemical inventories as required and keep accurate records of same.
14. Furnish accounting department with payroll information in a timely manner according to guidelines furnished by accounting.
15. Prepare daily job assignments for grounds maintenance crews.
16. Plan, plant and maintain landscaping material, add and remove as needed.
17. Responsible for building and maintaining fences, bridges and shelters on or adjacent to the golf course.
18. Purchase, store, inventory and maintain equipment.
19. Schedule repairs and maintenance of equipment.
20. Keep accurate inventory records of equipment and parts.
21. Keep accurate fuel consumption reports and other records of expenses.
22. Schedule repair and maintenance of irrigation components, pump station, fertigation stations.
23. Record rainfall amounts and water usage reports on a monthly basis.
24. Identify and control ornamental pests on golf course and grounds foliage.
25. Must be able to operate all maintenance equipment.

26. Assure that anyone handling any equipment has been thoroughly trained and that the employee has signed a statement he/she has been trained which is in their file.
27. Attend continuing education classes to update the knowledge of golf course maintenance.
28. Attend local meeting, field days, etc.
29. Communicate on an ongoing basis with City of Palatka staff and personnel, supervisors, other Hertz Golf staff and golfers on golf course conditions.

Minimum Qualifications:

- 2-year College Degree preferred (agronomy, turf management).
- Preferred member in Good Standing: GCSAA or comparable professional organization.
- Minimum 2 years prior experience in turfgrass management.
- Minimum of 2 years experience in personnel management in golf/agronomy/service industry.
- Solid understanding of business fundamentals (budgeting and expense management)
- Proficient in computer knowledge and use of Microsoft applications.
- Excellent time management, organization and prioritization skills.
- Excellent communication, leadership and employee development skills.
- Applicator's License and certification required within 90 days of employment.
- Valid FL Driver's License

2.2.2 Assistant Greens Superintendent/ Mechanic

Position Concept: The assistant greens superintendent/mechanic is the key position in the absence of the head greens superintendent. This position assists in supervising, scheduling and training of new employees. This position would also be the dedicated staff member responsible for the repair, upkeep and regular maintenance of the fleet of maintenance equipment at the facility.

It is our intent to locate a motivated individual that would effectively apprentice under the head superintendent, such that we can establish a culture of "promoting from within" at Palatka Golf Club.

Specific Responsibilities:

1. Assist the head greens superintendent in this position.
2. Schedule and supervise daily job assignments for golf course maintenance crew.
3. Train new employees in equipment, procedures, safety, required safety equipment and safety clothing.

4. Take inventory of chemicals.
5. Supervise special projects, i.e. renovations, sod work, tree trimming and removal, as necessary.
6. Report crew hours worked to superintendent.
7. Schedules repairs and maintenance of all equipment.
8. Keeps inventory and all records of equipment and parts.
9. Keeps regular check of fuel consumption levels.
10. Keeps records of shop expenses, fuel, lubricants and parts.
11. Checks operation of equipment out in field.
12. Monitors the employees' work habits toward keeping the equipment clean, lubricated and gassed.
13. Assists superintendent in proper maintenance for operators.
14. Keeps within the department's budget relating to equipment parts and mechanics supplies.

Minimum Qualifications:

- 2-year College Degree preferred (agronomy, turf management).
- Preferred member or apprentice in Good Standing: GCSAA or comparable professional organization.
- Minimum 2 years prior experience in turfgrass management.
- Minimum of 2 years experience in personnel management in golf/agronomy/service industry.
- Minimum of 2 years experience of prior mechanics position and/or knowledge.
- Ability to work on and repair all equipment used in golf course maintenance.
- An understanding of business fundamentals (budgeting and expense management)
- Proficient in computer knowledge and use of Microsoft applications.
- Excellent time management, organization and prioritization skills.
- Excellent communication, leadership and employee development skills.
- Valid FL Driver's License

2.2.3 Equipment Operator/Laborer

Position Concept: This position performs work involving the use of both hand and motor propelled equipment utilized in the maintenance of the course, including small equipment and hand tools required to complete various tasks as directed in order to groom the course. The position reports to the Head Superintendent and Assistant Superintendent/Mechanic

Specific Responsibilities:

- Mows fairways and roughs with gang units, or other mowing equipment as directed.
- Properly operates and maintains equipment, i.e. ensures equipment cooling is working, refills fuel, oil, cleans equipment after each use and reports any equipment problems or failures immediately to a supervisor.
- Returns all equipment to its proper place after use and assists in maintaining a clean and properly organized maintenance building.
- Demonstrates courtesy to all patrons of the course.
- Obeys all safety procedures and policies.
- Completes all duties as directed by and to the standard demonstrated by a supervisor

Minimum Qualifications:

- Good organizational, verbal, mental and visual skills.
- Ability to use logical and rational thinking to address social situations and scenarios.
- Working knowledge of golf and golf terminology.
- Ability to perform moderate physical work which may require lifting up to 60 pounds occasionally, 30 pounds frequently, and up to 10 pounds constantly.
- Perform activities such as bending, kneeling, crouching, climbing, reaching, standing, pushing, lifting and grasping for up to five hours without sitting.
- Ability to work outside. Potential exposure to sharp and rapid equipment movement.
- Valid Driver's License

2.3 Volunteers

2.3.1 Volunteer assistance is an ongoing part of the operation of Palatka Golf Club. To measure the impact of these efforts, Hertz Golf shall maintain a roster of available volunteers and account for the extent of their assistance as part of the contractual reporting to be submitted at the close of each quarter.

3.1 Time Keeping and Scheduling

To be completed or verified by the General Manager at his/her discretion.

1. Prior to the commencement of each pay period, prepare a weekly schedule of assigned shifts for all salaried and hourly employees and incorporating expected volunteer coverage during that timeframe.
2. Ensure that the staffing coverage and hours to be worked align with expected play, scheduled events and projected payroll expenses for that pay period.

3. Communicate the schedule clearly to all affected personnel via display of the schedule or distribution.
4. Maintain the schedule on file and produce the schedule as requested.
5. Collect and verify all time cards at the close of each pay period.
6. Adhere to a scheduling format substantially similar to the below example:

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u>
Operating Hours	7am – 5pm	7am – 5pm	7am – 5pm	7am – 5pm	7am – 5pm	7am – 5pm	7am – 5pm
Golf Shop							
GM	7am – 5pm	7am – 5pm	7am – 5pm	7am – 5pm	7am – 5pm	Off	7am – 10am
Head Pro	7am – 5pm			7am – 2pm	7am – 1pm	7am – 5pm	
Asst. Pro		11am-5pm					10am – 5pm
Carts							
Cart Attendant	3pm – 9pm	3pm – 9pm				3pm – 9pm	3pm – 9pm
Volunteer		7am – 12pm	7am – 12pm	7am – 12pm	7am – 12pm		
Volunteer			1pm - 9pm	1pm - 9pm	1pm - 9pm	7am – 3pm	7am – 3pm
Volunteer	3pm – 9pm	3pm – 9pm				3pm – 9pm	3pm – 9pm
Maintenance							
Superintendent	6am-3pm	6am-3pm	6am- 3pm	6am-3pm	6am-3pm		
Mechanic	6am – 2pm	6am – 2pm	6am – 2pm	6am – 2pm	6am – 10am	6am – 10am	
Operator	6am – 2pm	6am – 2pm	6am – 2pm	6am – 2pm	6am – 10am		6am – 10am
Operator	6am – 2pm	6am – 2pm	6am – 2pm	6am – 2pm	6am – 2pm		
Volunteer							
Volunteer							
Volunteer							
Volunteer							

3.2 Green Fee and Membership Pricing

1. Price points, privileges and policies for all Green Fees are to be established as part of the annual Operating Program (for the purposes of this Operating Manual, "Operating Program" shall refer to that submittal be as described in section A.2 of the Addendum to the HEARTZ, LLC Management agreement) submitted prior to the commencement of each Fiscal Year, but shall generally conform to the following tiers and products:

- 1.1. 18 Hole
- 1.2. 9 Hole
- 1.3. Twilight 18 Hole – after 2 p.m.
- 1.4. Twilight 9 Hole – after 2 p.m.
- 1.5. Twilight 9 Hole – after 4 p.m. (2nd drop)
- 1.6. Golf Now tee time
- 1.7. County Employee 18 Hole
- 1.8. City/EMS Fee
- 1.9. Golf Card Fee
- 1.10. GC Volunteer/Employee – 18 Hole
- 1.11. Outing green fee – Weekend
- 1.12. Outing green fees – Weekday
- 1.13. Promotional Green Fees
- 1.14. From time to time, additional categories may be developed and listed when significant specials, offers or events occur so that revenue from these items may be tracked independently.

2. Price points for Cart Fees shall be established as part of the Annual Plan submitted prior to the commencement of each Fiscal Year, but shall generally conform to the following tiers and products:

- 2.1. 18 Hole Cart
- 2.2. 18 Hole Cart – Member

- 2.3. 9 Hole Cart
 - 2.4. 9 Hole Cart – Member
 - 2.5. Outing cart fee
 - 2.6. Additional categories may be developed and listed when significant specials, offers or events occur so that revenue from these items may be tracked independently.
3. Price points for any User Fees shall be established as part of the Annual Plan submitted prior to the commencement of each Fiscal Year, but shall generally conform to the following tiers and products:
- 3.1. Non-City of Palatka Residents
4. Price points, privileges and policies for all Memberships are to be established as part of the Annual Plan submitted prior to the commencement of each Fiscal Year, but shall generally conform to the following four tiers and products:
- 4.1. ***Azalea Membership*** – Top tier membership with the most privileges & highest price point. Generally, this tier shall provide unlimited play and cart usage, a meaningful discount on soft good in the Pro Shop, and no practice range usage.
 - 4.2. ***Club Membership*** – Second tier membership that includes similar play and product privileges as the Azalea, but with no cart fee benefits. Generally, this tier shall provide unlimited play, a “per occurrence” cart fee, a meaningful discount on soft good in the Pro Shop, and no practice range usage.
 - 4.3. ***Seasonal Azalea*** – Second tier membership with similar benefits to the Club membership, but based on a premium pro-rata price point that allows for a seasonal payment play. Generally, this tier shall provide unlimited play, a “per occurrence” cart fee, a meaningful discount on soft good in the Pro Shop, and no practice range usage.
 - 4.4. ***Driving Range Membership*** – An ala cart membership option that offers practice range privileges and which can be combined with any of the above membership packages. This membership shall be structured such that it can become a supplement to any of the above playing membership packages.

Azalea Membership

Unlimited Greens Fees; *No Play Restrictions*

Golf Carts included

\$4.00 User Fee

20% Discount on all Regular Priced Golf Shop Golf “soft good” merchandise

Pricing: Quarterly or Monthly Payments Available

\$2,700 / \$3,050 with Range

Club Membership

Unlimited Greens Fees; *No Play Restrictions*

Golf Carts \$16.00 18 Holes / \$9.00 9 Holes

\$4.00 User Fee

15% Discount on all Regular Priced Golf Shop "soft good" merchandise

Pricing: Quarterly or Monthly Payments Available

\$1,500 / \$1,800 with Range

Sportsman Membership

No Play Restrictions

Carts \$16.00 18 Holes / \$9.00 9 Holes

Walking \$10.00 18 holes / \$6.00 9 Holes

\$4.00 User Fee

10% Discount on all Regular Priced Golf Shop "soft good" merchandise

Pricing: Quarterly Payments Available

\$535 / \$885 with Range

Range Membership

Limited of two (2) large range buckets a day

\$400

ALL MEMBERSHIP FEES INCLUDE TAX

*PALATKA RESIDENTS \$4.00 DISCOUNT

Membership valid October 1 – September 30 (Prorated when joining after October 1)

Daily Golf Fees

	<u>18 Holes</u>	<u>9 Holes</u>	<u>5 Holes</u>
AM	\$32.00*	\$23.00	\$15.00
PM	\$26.00*	\$17.00	\$13.00
After 4pm	\$15.00	\$15.00	\$10.00

ALL FEES INCLUDE TAX

*PALATKA RESIDENTS - \$4.00 DISCOUNT OFF 18 HOLE RATE

*WALKING - \$5.00 DISCOUNT OFF 18 HOLE RATE

3.3 Inventory and Inventory Controls

1. All received merchandise shall be submitted to the City with the following documentation attached:

- 1.1. Initial City of Palatka purchase order request
- 1.2. Approved City of Palatka purchase order
- 1.3. Actual manufacturer invoice and packing list
- 1.4. Receiving slip from the point-of-sale system verified that the merchandise has been logged into the point-of-sale system
2. Any merchandise delivered to the Pro Shop shall be logged into the point-of-sale system with a re-creatable Vendor Receipt that records the following attributes:
 - 2.1. # of units
 - 2.2. Wholesale cost per unit
 - 2.3. Total material cost
 - 2.4. Any additional cost (i.e. shipping and handling, delivery, etc.)
 - 2.5. Total invoice cost
3. Any merchandise on sale in the Pro Shop shall have an associated re-pricing Report on file that indicates the following attributes:
 - 3.1. Item #
 - 3.2. Description
 - 3.3. Wholesale unit cost as derived from associated Vendor Receipt(s)
 - 3.4. Blended mark-up and margin, which shall remain consistent with mutually agreed upon Cost of Good benchmarks established in the Operating Program.
 - 3.5. Retail price
 - 3.6. Remaining quantity in stock
4. A complete inventory report for all Pro Shop merchandise shall be compiled and submitted to the City of Palatka on a monthly basis. Quantities of each item shall be as generated by the point-of-sale system and then verified by hand count performed by the General Manager and either the Head Golf Professional or the Assistant Golf Professional. This hand count shall be entered into Point-of-sale system and the submitted report shall include the System Total, the Actual Total and the resulting Variance, if any.

5. Cost of goods and margin data for Pro Shop inventory shall be submitted quarterly according to contractually required reporting.

3.4 Sales and Discounting

1. Unless otherwise authorized in advance by the City, no offer circulated by the Golf Shop shall discount the value of any green fee by more than 15% of its retail value.
2. Unless otherwise authorized by the City, no offer circulated by the Golf Shop shall discount the value of any Pro Shop merchandise by more than 20% of its retail value.
3. Each quarter, a discounting report should be submitting indicating items sold at a discount to full retail value as logged by the point-of-sale system.

3.5 Shop Credit

1. From time to time, shop credit may be issued to individual players as a tournament prize.
2. Any issuance of shop credit must be preceded by the collection of an equal amount of cash or credit card charges on the same day on the same day as the issuance of the credit.
3. All amounts of shop credit issued shall be entered into the Daily Deposit sheet.
4. The amount of credit issued and name of the player to whom the credit is issued must be recorded as a separate and individual transaction within the point-of-sale system.
5. A complete accounting of all outstanding shop credit shall be submitted on a quarterly basis to the City and shall list (i) all players to whom outstanding credit has been issued, (ii) the change in credit issued/redeemed, (iii) the remaining balance of outstanding credit.
6. Whenever credit is redeemed, it shall be entered into the point-of-sale system as an individual transaction and shall list (i) the products, goods and services for which the credit has been redeemed, (ii) the amount of credit that has been redeemed, (iii) the name of the individual redeeming the credit.
7. Credit may only be redeemed by the individual to whom it has been issued. Credit may not be saleable or transferable.
8. Credit may not be issued in any other form than what can be recorded and reconciled within the point-of-sale system. Paper, chits, cards, certificates or other such formats shall not be recognized or accepted.

9. Transactions may be entered into the point-of-sale system as "Gift Certificates" only when shop credit is purchased in bulk by a tournament and is not yet assigned to specific players.
10. All Gift Certificates and Shop Credit shall expire no more than 2 years from the date of the original transaction. At such time, expired credit shall be entered into the POS system as a transaction and recorded.

3.6 Voided Transactions & Special Orders

1. All voided transactions should be independently recorded and logged on a separately produced VOID report and attached to the Daily Deposit Report.
2. The total amount of voided transactions as produced by the VOID report shall be recorded on the Daily Deposit Report submitted to the City.
3. Special Orders may be utilized for the following transactions:
 - 3.1. Non-standard pricing for specific items
 - 3.2. Purchases involving specific pre-orders of "one off" merchandise by individuals
 - 3.3. Ringing in bulk tournament entry fees and redistributing them to specific line items via corresponding transactions that create a zero balance on account. This protocol will involve ringing in a Special Order for the total of all entry fees, VOIDING this Special Order, and then re-entering the total amount via several different transactions that distribute the total into corresponding and relevant line items (i.e. green fees, cart fees, etc.)
4. Special Orders involving merchandise sales shall be recorded with additional documentation submitted with the Daily Deposit Report including:
 - 4.1. A copy of a printed receipt detailing the transaction.

Copy of the invoice/packing receipt showing that the item was delivered. Special Order merchandise is not entered into inventory as these are singular transactions.

3.7 Beginning of Day Checklist

To be completed or verified by the General Manager, Head Golf Professional or Assistant Golf Professional.

1. Arrival time 6:30 a.m. or 30 minutes prior to the first scheduled tee time.
2. Unlock the front door.

3. Disable the alarm system.
4. Unlock the pro shop door and side entry door.
5. Switch on applicable lights in the dining area, pro shop and restrooms.
6. Retrieve \$200 cash from the safe, verify the amount, and place this amount into the register.
7. Retrieve any cash/transactions left in the safe from the previous evening that may not have been rung in due to their specialized nature (i.e. league credit, special orders). Ring these transactions into the point-of-sale system.
8. Communicate with Maintenance Staff and detail type of play for the day and any related issues, i.e. course setup, tee times, special functions, leagues, course conditions.
9. Pull necessary carts from the cart building to accommodate the first two hours of play.
10. Visually inspect Pro Shop and verify that it is visually appealing and presented to a representative standard, i.e. carpet vacuumed, garments hung/folded properly, counters clean and clutter-free, merchandise dust-free and neatly organized.
11. Turn on the clubhouse televisions and ensure they are tuned to appropriate programming (i.e. Golf Channel).

3.8 End of Day Checklist

These items to be completed by the General Manager, Head Golf Professional and Assistant Golf Professional.

1. Ensure Golf Shop is visually appealing, i.e. merchandise is organized, carpet vacuumed, trash receptacles emptied.
2. Ensure all thermostats are set to a seasonally appropriate temperature.
3. Turn of all applicable lights, TV's.
4. Turn of all lights, lock doors, and set alarm.
5. Check to see if cart staff remains present. Inform them of your departure.
6. Close register through the point-of-sale system and generate a system total. Count all cash and checks and enter this total into the point-of-sale system. Place all cash and checks into an envelope and place in the safe. The envelope should contain the amount of cash, the total amount of checks, the location of the register and the date.

7. Place \$200 cash and in an envelope to be placed in the register drawer the following day.
8. Lock safe.

9 Daily Close Checklist

These items to be completed by the General Manager.

1. Remove all cash and checks from the envelopes in safe. Recount and verify the amounts.
2. Generate the Daily Sales Report from the point-of-sale system.
3. Generate a Variance Report from the point-of-sale system.
4. Compile the Daily Sales Report per the protocol and format provided by the City of Palatka.
5. Generate necessary VOID receipts and Special Order receipts & invoices and attach behind the Daily Sales Report.
6. Complete the bank deposit form.
7. **Monday-Friday.** Place all cash, checks and deposit slip in the locked deposit bag and place in safe until ready for deposit.
8. **Saturday, Sunday and All Holidays.** Place all cash, checks and deposit slip in the locked deposit bag and place in safe until retrieved for deposit the next business day.

3.10 Outside/Cart Attendant Checklist

1. Check parking lot for strange vehicles and/or unusual activity.
2. Check exterior of clubhouse and cart storage for signs of tampering.
3. Open cart storage facility.
4. Begin staging carts based on expected play in the morning.
5. Unplug chargers from carts, roll-up charger cords as required.
6. Check carts for pencils and scorecards and add if necessary.
7. Check carts for mechanical issues, i.e. soft tires, and remove from use as necessary.
8. Empty trash on course around clubhouse and refill water coolers as necessary.

3.11 Driving Range Checklist

1. Examine practice area at least three times per day.
2. Gather and remove all empty ball baskets.
3. Collect any loose range balls.
4. Ensure hitting stations are neatly organized.
5. Collect and remove all trash and debris.

3.12 Accident and Incident reporting; Risk Management for Liability and Property issues

All tasks to be completed by the most senior staff member on duty.

1. Conduct an initial investigation at the site of the incident as soon as practicable, as soon after the injury as safely possible.
2. Ask the relevant parties involved and any witnesses, in separate interviews, to tell in their own words exactly what happened.
3. Repeat the subject's version of the event back to him/her and allow the employee to make any corrections or additions.
4. After the employee has given his/her description of the event, ask appropriate questions that focus on causes.
5. Complete and file both Alphastaff Supervisor's Incident Report and the City of Palatka Incident report. The completed City form should be emailed to the City Clerk as soon as is practicable.

3.13 Weather & Emergency Events

From time to time, the path and severity of approaching storms may require changes to the hours of operation and/or specific steps to prepare for inclement weather. Please communicate with the onsite manager to determine appropriate changes.

In an effort to appropriately secure the facility, the following items should be retrieved:

1. All outdoor golf course, practice putting green(s) and driving range flag poles.
2. All outdoor tee markers, removable course signage, and course stakes and ropes.

3. All outdoor moveable coolers.
4. All outdoor patio and golf course, coolers, trash receptacles, and bunker rakes.
5. Maintenance equipment should be moved into the maintenance facility and gas tanks filled.
6. All loose items found at back kitchen outdoor receiving areas, trash receptacles.
7. Other loose exterior objects such as plants, signs, rugs, etc. removed and stored indoors.
8. All furniture and merchandise will be moved away from windows and doors.
9. All electrical appliances will be unplugged and if possible elevated.
10. All computers will be unplugged and equipment moved off the floor.
11. Back up important operational information on computer disks and secure off property.
12. Important hard copy files should be placed in plastic bags and elevated.

If weather conditions do not allow personnel to evacuate from the property, remain indoors within safe secure rooms, and stay away from windows and doors.

Business plan

Have members and guests pay a little more to cover operational costs. Expand membership categories to attract more of the daily fee players to join the club. Use the support of the golfers at the club to cover operational costs to make the club 100% self-supporting in two years.

Turf Management Plan - Capital Improvements

- Keep the same staff in place. Use the knowledge gained over the last seven years to continue to produce and maintain the best possible playing conditions.
- Work with PMGA to secure funds to plant final seven fairways with Celebration Bermuda grass. Start a five year plan to raise money to replace greens in 2021.

Marketing Strategy

1. Market a new less expensive membership. Get PMGA member to support and join under new more affordable membership.

Palatka Sportsman Membership

\$500.00

\$17.00 cart fee

\$10.00 walking fee

****All membership revenue will be used for golf course maintenance and renovations***

2. Provide local players and out of town guests a way to fund the maintenance of the golf course. Many of our yearly Azalea players have expressed interest in finding a way to support club.

Friends of Palatka Golf Club

Names will be on plaque clubhouse

****All revenue will be used for golf course maintenance and renovation***

3. Combine marketing efforts with other Donald Ross golf courses to promote the Donald Ross Golf Trail.

**Donald Ross
GOLF TRAIL**

Mission

The Donald Ross Golf Trail Association is dedicated to the mission of sharing Donald Ross's legacy. The history of Donald Ross is legendary and the best way to truly appreciate his legacy is by engaging golfers to play these great courses. We are proud to have our charter member clubs as certified members of the largest and most historic golf trail in the world. The Donald Ross Golf Trail membership certificate confirms the member golf course supports the efforts of the Donald Ross Golf Trail mission.

Goals & Objectives

- *First, increase the regional and national visibility of member clubs to golfers who appreciate Donald Ross courses, and therefore, increase revenue at those clubs*
- *Second, assist golfers in playing the member clubs by providing limited access and/or special offers for those who are Donald Ross Golf Trail Members*
- *Thirdly, create the largest golf trail in the country through an interactive online and social media golf community of Donald Ross courses and Donald Ross Golf Trail golfers*

Heartz Golf owns the following and will use to promote Palatka Golf Club:

- www.Donaldrossgolftrail.org
- www.Donaldrossgolfcad.com
- Over 10,000 email addresses from members of Donald Ross Courses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL 32110		CONTACT NAME: Jeanie Boudreau PHONE (A/C No. Ext): (386) 437-7767 FAX (A/C No.): (386) 437-9226 E-MAIL ADDRESS: jeanieb@haywardbrownflagler.com	
INSURED Heartz Golf, LLC 145 Brittany Lane Palm Coast FL 32137		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners INSURER B: ACE Fire Underwriters Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10190

COVERAGES CERTIFICATE NUMBER: CL1692811218 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	78894945	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		TBD	10/1/2016	10/1/2017	Each Occurrence \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Palatka, Florida
1715 Moseley Avenue
Palatka, FL 32177

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donald O'Brien/DTO

RESOLUTION No. 2016-12-69

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A TEMPORARY
AGREEMENT FOR MANAGEMENT SERVICES FOR THE
PALATKA GOLF COURSE BETWEEN HEARTZ GOLF, LLC
AND THE CITY OF PALATKA, FLORIDA**

WHEREAS, on February 11, 2016, Request for Proposals (RFP) No. 2016-02 was advertised for the operation of the golf course and/or food and beverage operation, for which four (4) proposals were received; and

WHEREAS, on July 28th the Palatka City Commission adopted Resolution No. 2016-12-49 ranking the proposals based upon the recommendation of the RFP-2016-02 Evaluation Committee ranking recommendation, which ranked Hertz Golf, LLC as the top respondent; and

WHEREAS, the City of Palatka as reached an agreement with Hertz Golf, LLC on terms for a temporary management agreement for a three month term commencing October 1, 2016; and

WHEREAS, the Palatka City Commission has determined that entering into the Temporary Agreement with Hertz Golf, LLC for management services of the Palatka Golf Course is in the best interest of the City of Palatka.

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

1. That the Temporary Management Services Agreement between Hertz Golf, LLC and the City of Palatka is hereby approved; and
2. That the City Manager and City Clerk are hereby authorized to execute and attest the Temporary Agreement for a three month term commencing October 1, 2016.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 22nd day of September 2016.

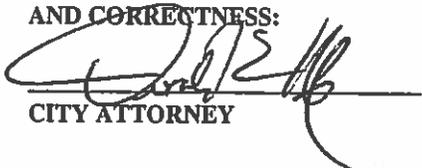
CITY OF PALATKA

By: Its MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:


CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-90 awarding the Turf Maintenance Bid to Ashley's Lawn Service, LLC in the amount of \$24,000 and to Sportscape Services Inc. in the amount of \$39,309 and authorizing execution of all contract agreements associated with this bid award.

SUMMARY:

On August 10, 2016 the City issued an Invitation to Bid for Turf Maintenance. Six (6) bids were received. Ashley's Lawn Service, LLC was the lowest qualified bidder for turf maintenance of the Riverfront Park areas with a bid of \$24,000 and Sportscape Services was the lowest qualified bidder for maintenance of Fred Green, Forrester and Shaw Buck athletic and common turf areas with a bid \$39,309. The City notified respondents that they reserved the right to award different maintenance areas to different vendors based upon price and qualifications.

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.

RECOMMENDED ACTION:

Adopt the resolution awarding the Turf Maintenance Bid to Ashley's Lawn Service, LLC in the amount of \$24,000 and to Sportscape Services Inc. in the amount of \$39,309 and authorizing execution of all contract agreements associated with this bid award.

ATTACHMENTS:

Description	Type
▢ Resolution	Backup Material
▢ Ashley's Lawn Service Bid Tab	Backup Material
▢ Sportscape Bid Tab	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Griffith, Jonathan	Approved	12/6/2016 - 8:31 AM 12/6/2016 - 11:58

RESOLUTION NO. 2016

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AWARDED THE TURF MAINTENANCE BID TO ASHLEY'S LAWN SERVICE, LLC IN THE AMOUNT OF \$24,000 AND TO SPORTSCAPE SERVICES INC. IN THE AMOUNT OF \$39,309 AND AUTHORIZING EXECUTION OF ALL CONTRACT AGREEMENTS ASSOCIATED WITH THIS BID AWARD.

WHEREAS, on August 10, 2016 the City of Palatka issued an invitation to bid for Turf Maintenance; and

WHEREAS, Ashley's Lawn Service, LLC was the lowest qualified bidder for turf maintenance of the Riverfront Park areas with a bid of \$24,000; and

WHEREAS, Sportscares Services Inc. was the lowest qualified bidder for turf maintenance for Fred Green, Forrester and Shaw Buck athletic and common turf areas with a bid of \$39,309; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the awarding of these bids and authorizing the execution of all contract agreements associated with this award.

NOW THEREFORE, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the bid award to Ashley's Lawn Service LLC in the amount of \$24,000 for turf maintenance of the Riverfront Park Areas; and
2. That the Palatka City Commission confirms and approves the bid award to Sportscares Services, Inc in the amount of \$39,309 for turf maintenance of the athletic and common areas of Fred Green, Forrester, and Shaw Buck Parks; and
3. That the City Manager and City Clerk are hereby authorized to execute and attest any documents necessary for the completion of the above stated work with review by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

ATHLETIC = 31,500
 = ~~35,498~~

ATTACHMENT "F"

BID FORM 2

<u>Location/Description</u>	<u>Unit</u>	<u>Price</u>	<u>Annual Cost</u>
Booker Park			
Athletic Field Bahia Grass	LS/month	<u>\$875.00</u>	<u>\$ 10,500.00</u>
Common Areas (all other turf areas)	LS/month	<u>\$833.00</u>	<u>\$ 9,996.00</u>
Riverfront Park			
	LS/month	<u>\$2,000.00</u>	<u>\$ 24,000.00</u>
Fred Green Park			
Athletic Field Bermuda Grass	LS/month	<u>\$875.00</u>	<u>\$10,500.00</u>
Common Areas (all other turf areas)	LS/month	<u>\$833.00</u>	<u>\$9,996.00</u>
Forrester Field			
Athletic Field Bermuda Grass	LS/month	<u>\$875.00</u>	<u>\$10,500.00</u>
Common Areas (all other turf areas)	LS/month	<u>\$833.00</u>	<u>\$9,996.00</u>
Shaw Buck Recreation Area			
Athletic Field Bermuda Grass	LS/month	<u>\$875.00</u>	<u>\$10,500.00</u>
Common Areas (all other turf areas)	LS/month	<u>\$833.00</u>	<u>\$9,996.00</u>
			TOTAL \$105,984.00
Oak Hill East Cemetery	LS/month	<u>\$1,725.00</u>	<u>\$20,700.00</u>
Oak Hill West Cemetery	LS/month	<u>\$1,725.00</u>	<u>\$20,700.00</u>
Westview Cemetery	LS/month	<u>\$1,725.00</u>	<u>\$20,700.00</u>
			TOTAL \$62,100.00
			GRAND TOTAL \$168,084.00

61,488

*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 "F"
BID FORM 2**

<u>Location/Description</u>	<u>Unit</u>	<u>Price</u>	<u>Annual Cost</u>
Booker Park			
Athletic Field Bahia Grass	LS/month	\$ _____	\$ _____
Common Areas (all other turf areas)	LS/month	\$ _____	\$ _____
Riverfront Park			
	LS/month	\$ _____	
Fred Green Park			
Athletic Field Bermuda Grass	LS/month	\$ <u>947.00</u>	11,359.00
Common Areas (all other turf areas)	LS/month	\$ <u>145.00</u>	\$ <u>1,744.00</u>
Forrester Field			
Athletic Field Bermuda Grass	LS/month	\$ <u>947.00</u>	\$ <u>11,359.00</u>
Common Areas (all other turf areas)	LS/month	\$ <u>145.00</u>	\$ <u>1,744.00</u>
Shaw Buck Recreation Area			
Athletic Field Bermuda Grass	LS/month	\$ <u>947.00</u>	\$ <u>11,359.00</u>
Common Areas (all other turf areas)	LS/month	\$ <u>145.00</u>	\$ <u>1,744.00</u>
TOTAL			\$ <u>39,309.00</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.



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2016-12-91 ranking responses to RFQ 2016-11 seeking qualified firms to provide Architecture, Engineering and Landscape Architecture Continuing Services

SUMMARY:

On September 21, 2016 the City issued Request for Qualifications 2016-011 (the **RFQ**) for continuing Engineering, Architecture, and Landscape Architecture. City staff reviewed and ranked the qualification packets based upon the criteria outlined in the solicitation (score sheet attached). Staff is proposing to shortlist and rank seven (7) firms in the field of engineering and five (5) firms in the fields of Architecture and Landscape Architecture as listed in the Resolution that follows this Summary.

RECOMMENDED ACTION:

Adopt a resolution ranking a shortlist of qualified responding firms to RFQ #2016-11 - Architecture, Engineering and Landscape Architecture Continuing Services, and authorizing the City Manager to negotiate contracts for services as needed.

ATTACHMENTS:

Description	Type
▫ Ranking Resolution	Resolution
▫ Score Sheet	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Griffith, Jonathan	Approved	12/6/2016 - 7:42 AM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 1:14 PM

RESOLUTION No. 16 – 12 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
APPROVING THE SHORTLIST OF QUALIFIED ENGINEERING,
ARCHITECTURAL, AND LANDSCAPE ARCHITECTURAL
CONSULTANTS FOR RFQ 2016-11**

WHEREAS, on the City of Palatka (the **City**) issued Request for Qualifications 2016-11 (the **RFQ**) for continuing Engineering, Architecture, and Landscape Architecture; and

WHEREAS, on September 21, 2016 the City received twenty-seven (27) responses to the **RFQ**, which have been reviewed by staff; and

WHEREAS, staff recommends adoption of the ranking of qualified shortlisted submitting firms as follows:

DISCIPLINE AREA - General Civil Engineering

1. Ayres & Associates
2. Passero & Associates
3. Stone Engineering
4. Causseaux Hewett & Walpole, Inc
5. Hanson
6. Jones Edmunds
7. CPH

DISCIPLINE AREA - Architecture

1. Robert Taylor, AIA
2. Passero & Associates
3. VRL Architects
4. Bhide & Hall Architects
5. Hanson

DISCIPLINE AREA - Landscape Architecture

1. Causseaux Hewett & Walpole, Inc
2. Marquis Latimer Halback
3. Hanson
4. Passero & Associates
5. Castle Bay Design

; and

WHEREAS, the City wishes to negotiate non-exclusive Continuing Services Contracts with these firms for City projects as needed; and

WHEREAS, any future specific Task Orders will be processed and approved in accordance with the City's procurement policy; and

WHEREAS, there is no guarantee of future work to any or all firms; and

WHEREAS, the **City Commission** deems it reasonable and necessary approve the ranking of shortlisted firms and authorize negotiations of contracts for services according to the intent of RFQ 2016-11.

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

1. That the shortlisted firms listed above and incorporated herein are hereby ranked and approved as the most qualified to provide the services of Engineering, Architecture, and Landscape Architecture, per the results of RFQ 2016-11.
2. That the City Manager is hereby authorized to negotiate contracts for Continuing Services with the shortlisted firms, beginning with the top ranked firm in each discipline, provided such agreements are approved as to form and legal sufficiency by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka
RFQ 16-11 Continuing Services

Evaluation			Committee Scores				Top Ranked Firms		
Respondent	Discipline Area	T. Crowe	M. Register	M. Tucker	TOTAL	Civil Engineering	Architecture	Landscape Arch.	
1	Kimley Horn	Civil Engineering	80	77	90	82.33	77		
		Landscape Architecture	85	77	86	82.67		83	
2	Passero	Civil Engineering	90	98	100	96	96		
		Architecture	90	98	100	96		96	
		Landscape Architecture	60	98	100	86		86	
3	Ram Professional	Civil Engineering	77	80	86	81	81		
		Landscape Architecture	77	80	86	81		81	
4	Matthews Design Group	Civil Engineering	90	70	92	84	84		
		Architecture	75	70	91	78.67		79	
		Landscape Architecture	80	70	90	80		80	
5	Ayres & Associates	Civil Engineering	95	98	99	97.33	97		
6	Pond	Civil Engineering	70	80	88	79.33	79		
		Architecture	40	80	88	69.33		69	
		Landscape Architecture	30	80	88	66		66	
7	Locklear & Associates	Civil Engineering	90	60	88	79.33	79		
8	George F. Young, Inc.	Civil Engineering	60	80	83	74.33	74		
		Landscape Architecture	55	80	83	72.67		73	
9	Architecture Studio	Architecture	80	60	92	77.33		77	
10	VRL Architects	Architecture	90	90	91	90.33		90	
11	Brame Heck Architects	Architecture	75	85	85	81.67		82	
12	Clemons Rutherford Associates	Architecture	75	75	89	79.67		80	
13	Bhide & Hall Architects	Architecture	85	93	88	88.67		89	
14	SVM	Architecture	62	90	80	77.33		77	
15	Walker Architects	Architecture	62	75	85	74		74	
16	Robert Taylor, AIA	Architecture	95	95	100	96.67		97	
17	Castle Bay Design	Landscape Architecture	80	80	95	85		85	
18	CHW	Civil Engineering	95	95	96	95.33	95		
		Landscape Architecture	80	95	93	89.33		89	
19	Marquis Latimer Halback	Landscape Architecture	95	80	92	89		89	
20	Stone Engineering	Civil Engineering	95	95	97	95.67	96		
21	NFPS	Civil Engineering	85	80	100	88.33	88		
22	Hanson	Civil Engineering	85	95	100	93.33	93		
		Architecture	60	95	100	85		85	
		Landscape Architecture	70	95	100	88.33		88	
23	Amec Foster Wheeler	Civil Engineering	65	95	77	79	79		
24	Jones Edmunds	Civil Engineering	90	97	89	92	92		
25	Four Waters Engineering	Civil Engineering	55	60	66	60.33	60		
26	ECT	Civil Engineering	80	86	77	81	81		
27	CPH	Civil Engineering	90	98	80	89.33	89		
		Architecture	70	98	80	82.67		83	
		Landscape Architecture	70	98	80	82.67		83	

Signature: _____

Date: _____

City of Palatka
RFQ 16-11 Continuing Services

Evaluation							
	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity (10 points)	TOTAL
1	Kimley Horn	Civil Engineering	25	25	20	10	80
		Landscape Architecture	25	30	20	10	85
2	Passero	Civil Engineering	25	35	20	10	90
		Architecture	25	35	20	10	90
		Landscape Architecture	25	15	10	10	60
3	Ram Professional	Civil Engineering	27	20	20	10	77
		Landscape Architecture	27	20	20	10	77
4	Matthews Design Group	Civil Engineering	25	35	20	10	90
		Architecture	20	25	20	10	75
		Landscape Architecture	20	30	20	10	80
5	Ayres & Associates	Civil Engineering	25	40	20	10	95
6	Pond	Civil Engineering	20	20	20	10	70
		Architecture	20	10	0	10	40
		Landscape Architecture	10	10	0	10	30
7	Locklear & Associates	Civil Engineering	25	35	20	10	90
8	George F. Young, Inc.	Civil Engineering	25	25	0	10	60
		Landscape Architecture	25	20	0	10	55
9	Architecture Studio	Architecture	25	25	20	10	80
10	VRL Architects	Architecture	25	35	20	10	90
11	Brame Heck Architects	Architecture	20	25	20	10	75
12	Clemons Rutherford Associates	Architecture	25	30	20	0	75
13	Bhide & Hall Architects	Architecture	25	30	20	10	85
14	SVM	Architecture	22	30	0	10	62
15	Walker Architects	Architecture	25	20	7	10	62
16	Robert Taylor, AIA	Architecture	30	35	20	10	95
17	Castle Bay Design	Landscape Architecture	20	30	20	10	80
18	CHW	Civil Engineering	30	35	20	10	95
		Landscape Architecture	30	30	10	10	80
19	Marquis Latimer Halback	Landscape Architecture	30	35	20	10	95
20	Stone Engineering	Civil Engineering	30	35	20	10	95
21	NFPS	Civil Engineering	25	35	15	10	85
22	Hanson	Civil Engineering	30	25	20	10	85
		Architecture	15	15	20	10	60
		Landscape Architecture	20	20	20	10	70
23	Amec Foster Wheeler	Civil Engineering	25	30	0	10	65
24	Jones Edmunds	Civil Engineering	25	35	20	10	90
25	Four Waters Engineering	Civil Engineering	25	25	0	5	55
26	ECT	Civil Engineering	20	30	20	10	80
27	CPH	Civil Engineering	25	35	20	10	90
		Architecture	25	35	0	10	70
		Landscape Architecture	25	35	0	10	70

Signature: _____

Date: _____

City of Palatka
RFQ 16-11 Continuing Services

Evaluation							
	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity (10 points)	TOTAL
1	Kimley Horn	Civil Engineering	27	25	15	10	77
		Landscape Architecture	27	25	15	10	77
2	Passero	Civil Engineering	28	40	20	10	98
		Architecture	28	40	20	10	98
		Landscape Architecture	28	40	20	10	98
3	Ram Professional	Civil Engineering	25	30	15	10	80
		Landscape Architecture	25	30	15	10	80
4	Matthews Design Group	Civil Engineering	20	25	15	10	70
		Architecture	20	25	15	10	70
		Landscape Architecture	20	25	15	10	70
5	Ayres & Associates	Civil Engineering	28	40	20	10	98
6	Pond	Civil Engineering	25	30	15	10	80
		Architecture	25	30	15	10	80
		Landscape Architecture	25	30	15	10	80
7	Locklear & Associates	Civil Engineering	20	20	10	10	60
8	George F. Young, Inc.	Civil Engineering	25	30	15	10	80
		Landscape Architecture	25	30	15	10	80
9	Architecture Studio	Architecture	15	20	15	10	60
10	VRL Architects	Architecture	25	35	20	10	90
11	Brame Heck Architects	Architecture	25	35	15	10	85
12	Clemons Rutherford Associates	Architecture	25	35	15	0	75
13	Bhide & Hall Architects	Architecture	25	38	20	10	93
14	SVM	Architecture	25	35	20	10	90
15	Walker Architects	Architecture	20	30	15	10	75
16	Robert Taylor, AIA	Architecture	25	40	20	10	95
17	Castle Bay Design	Landscape Architecture	25	30	15	10	80
18	CHW	Civil Engineering	27	38	20	10	95
		Landscape Architecture	27	38	20	10	95
19	Marquis Latimer Halback	Landscape Architecture	20	30	20	10	80
20	Stone Engineering	Civil Engineering	28	37	20	10	95
21	NFPS	Civil Engineering	25	30	15	10	80
22	Hanson	Civil Engineering	30	35	20	10	95
		Architecture	30	35	20	10	95
		Landscape Architecture	30	35	20	10	95
23	Amec Foster Wheeler	Civil Engineering	30	40	15	10	95
24	Jones Edmunds	Civil Engineering	29	38	20	10	97
25	Four Waters Engineering	Civil Engineering	20	25	10	5	60
26	ECT	Civil Engineering	25	36	15	10	86
27	CPH	Civil Engineering	29	39	20	10	98
		Architecture	29	39	20	10	98
		Landscape Architecture	29	39	20	10	98

Signature: _____

Date: _____

City of Palatka
RFQ 16-11 Continuing Services

Evaluation							
	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity (10 points)	TOTAL
1	Kimley Horn	Civil Engineering	28	34	18	10	90
		Landscape Architecture	28	30	18	10	86
2	Passero	Civil Engineering	30	40	20	10	100
		Architecture	30	40	20	10	100
		Landscape Architecture	30	40	20	10	100
3	Ram Professional	Civil Engineering	26	30	20	10	86
		Landscape Architecture	26	30	20	10	86
4	Matthews Design Group	Civil Engineering	28	34	20	10	92
		Architecture	28	33	20	10	91
		Landscape Architecture	30	30	20	10	90
5	Ayres & Associates	Civil Engineering	30	40	19	10	99
6	Pond	Civil Engineering	28	32	18	10	88
		Architecture	28	32	18	10	88
		Landscape Architecture	28	32	18	10	88
7	Locklear & Associates	Civil Engineering	28	30	20	10	88
8	George F. Young, Inc.	Civil Engineering	30	33	10	10	83
		Landscape Architecture	30	33	10	10	83
9	Architecture Studio	Architecture	22	40	20	10	92
10	VRL Architects	Architecture	28	38	15	10	91
11	Brame Heck Architects	Architecture	30	30	15	10	85
12	Clemons Rutherford Associates	Architecture	30	40	19	0	89
13	Bhide & Hall Architects	Architecture	28	32	18	10	88
14	SVM	Architecture	30	35	5	10	80
15	Walker Architects	Architecture	30	35	10	10	85
16	Robert Taylor, AIA	Architecture	30	40	20	10	100
17	Castle Bay Design	Landscape Architecture	30	38	17	10	95
18	CHW	Civil Engineering	30	37	19	10	96
		Landscape Architecture	30	38	15	10	93
19	Marquis Latimer Halback	Landscape Architecture	30	40	12	10	92
20	Stone Engineering	Civil Engineering	30	40	17	10	97
21	NFPS	Civil Engineering	30	40	20	10	100
22	Hanson	Civil Engineering	30	40	20	10	100
		Architecture	30	40	20	10	100
		Landscape Architecture	30	40	20	10	100
23	Amec Foster Wheeler	Civil Engineering	25	37	5	10	77
24	Jones Edmunds	Civil Engineering	26	35	18	10	89
25	Four Waters Engineering	Civil Engineering	24	32	5	5	66
26	ECT	Civil Engineering	22	30	15	10	77
27	CPH	Civil Engineering	28	30	12	10	80
		Architecture	28	30	12	10	80
		Landscape Architecture	28	30	12	10	80

Signature: _____

Date: _____



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-92 rejecting all proposals for third party sludge processing/treatment & disposal systems/services at the Wastewater Treatment Plant received in response to RFP 2016-007 and ceasing further negotiations with respondents

SUMMARY:

On May 17, 2016 Request for Proposals 2016-007 was advertised for third party sludge processing/treatment and disposal systems/services at the Wastewater Treatment Plant. On June 17, 2016 three (3) proposals were received. The Commission adopted Resolution No. 2016-12-46 on July 14th accepting the ranking of proposals and authorizing negotiations to begin with NuTerra, the top-ranked proposer. Proposals were ranked as follows:

1. NuTerra
2. Florida Design Contractors, Inc.
3. Lapin Services, Inc.

Negotiations have broken with with NuTerra to the point that further negotiations are pointless. Staff desires to reject all proposals received, do further research on the matter and clear the way to re-submit a Request for Proposals for WWTP sludge processing treatment/disposal systems.

RECOMMENDED ACTION:

Adopt a resolution rejecting all proposals received in response to RFP 2016-007 for the Wastewater Treatment Plant third Party sludge processing/treatment systems and ceasing all negotiations with respondents immediately.

ATTACHMENTS:

Description	Type
▢ Resolution rejecting proposals	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 7:32 PM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 7:32 PM

RESOLUTION No. 2016 -12-83

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
REJECTING ALL PROPOSALS FOR THIRD PARTY SLUDGE
PROCESSING/TREATMENT & DISPOSAL SYSTEMS/SERVICES
AT THE WASTEWATER TREATMENT PLANT RECEIVED IN
RESPONSE TO RFP 2016-007 AND CEASING FURTHER
NEGOTIATIONS WITH RESPONDENTS.**

WHEREAS, On May 17, 2016 Request for Proposals 2016-007 was advertised for third party sludge processing/treatment and disposal systems/services at the Wastewater Treatment Plant; and

WHEREAS, on June 17, 2016 three (3) proposals were received; and

WHEREAS, upon recommendation of the Evaluation Committee, the City Commission adopted Resolution No. 2016-12-46 on July 14, 2016 ranking the respondents and authorizing negotiations to begin as follows:

1. NuTerra
2. Florida Design Contractors, Inc.
3. Lapin Services, Inc.

WHEREAS, the City wishes to cease all negotiations with said Respondents and clear the way for further research into its options and to request other proposals; and

WHEREAS, the Palatka City Commission concurs that it is in the best interest of the citizen of Palatka to reject all proposals received in response to RFP 2016-007 and cease further negotiations.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida hereby rejects all proposals received in response to RFP 2016-007 for third party sludge processing/treatment and disposal systems/services at the Waste Water Treatment Plant and cease all further negotiations with said respondents.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-93 authorizing the purchase of wetland mitigation credits in the amount of \$315,000 from Sundew Mitigation Bank, LLC related to on airport obstruction/tree removal and mitigation (100% grant funded)

SUMMARY:

On August 21, 2014 the FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport . Many of the trees are inaccessible to heavy equipment and located within wetlands. The scope of the project includes the removal of obstructions (trees) and mitigation of the affected wetland areas. The intent is to make these areas more accessible to routine mowing and maintenance to prevent future obstructions.

The Sundew Mitigation Bank (or SMB) is the only possible source to purchase and mitigate the impacts to wetlands in the tree removal project. The \$315,000 cost of wetland mitigation is included in both the FAA and FDOT grants for this project. The \$315,000 cost is 100% funded within these two grants. Therefore, the City's share of cost for this item is \$0.00.

RECOMMENDED ACTION:

Adopt the resolution authorizing the purchase of wetland mitigation credits in the amount of \$315,000 from Sundew Mitigation Bank, LLC related to on airport obstruction/tree removal and mitigation

ATTACHMENTS:

Description	Type
▢ Resolution	Backup Material
▢ Sole Source Email K Allerton	Backup Material
▢ SJRWMD email A. Bagget	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	12/6/2016 - 8:14 AM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 7:24 PM

RESOLUTION NO. 2016

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE PURCHASE OF WETLAND MITIGATION
CREDITS IN THE AMOUNT OF \$315,000 FROM SUNDEW
MITIGATION BANK, LLC RELATED TO ON AIRPORT
OBSTRUCTION/TREE REMOVAL AND MITIGATION**

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

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

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

WHEREAS, the St. Johns River Water Management District (SJRWMD) requires 5.25 ratio-based credits be purchased from a permitted mitigation bank within regulatory basin 8; and

WHEREAS, Sundew Mitigation Bank, LLC is the only ratio-based mitigation bank within this basin; and

WHEREAS, the Florida Department of Transportation (FDOT) has awarded the City a grant in the amount of \$271,720; and

WHEREAS, the Federal Aviation Administration (FAA) has awarded the City a grant in the amount of \$371,817; and

WHEREAS, the mitigation credit purchase of \$315,000 from Sundew Mitigation Bank, LLC is 100% grant funded; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the mitigation credit purchase.

NOW THEREFORE, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the \$315,000 payment to Sundew Mitigation Bank, LLC for (the PROJECT); and

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

Jonathan Griffith

From: Jonathan Griffith
Sent: Monday, December 05, 2016 3:33 PM
To: Jonathan Griffith
Subject: Fwd: Palatka Municipal Airport (Obstruction /. Tree Removal Mitigation Credit and Costs)
Attachments: SMB Wetland-Credit Allocation 11-17-16.pdf; SMB Wetland-Credit invoice 11-17-16.pdf

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

From: Andrew Holesko <aholesko@passero.com>
Date: 11/30/16 2:57 PM (GMT-05:00)
To: Jonathan Griffith <jcgriffith@palatka-fl.gov>
Cc: "Terry K. Suggs" <tsuggs@palatka-fl.gov>, Betsy Driggers <bdriggers@palatka-fl.gov>, John Youell <jyouell@palatka-fl.gov>, "Kim M. Allerton (kallerton@ersenvironmental.com)" <kallerton@ersenvironmental.com>
Subject: FW: Palatka Municipal Airport (Obstruction /. Tree Removal Mitigation Credit and Costs)

Jonathan,

See comments below from Kim Allerton of ERS, the environmental specialist on this project. In summary, the Sundew Mitigation Bank (or SMB) is the only possible source to purchase and mitigate the impacts to wetlands in the tree removal project.

The \$315,000 cost of wetland mitigation is included in both the FAA and FDOT grants for this project. The \$315,000 cost is 100% funded within these two grants. Therefore, the City's share of cost for this item is \$0.00.

If you have any questions, please contact me.

Sincerely,

Andrew M. Holesko, CM, MBA

Vice President, Program Manager

PASSERO ASSOCIATES, LLC

13453 N. Main St., Suite 104

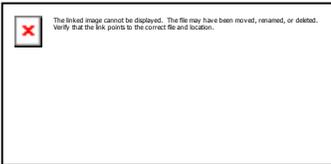
Jacksonville, FL 32218

Office: 904-757-6106

aholesko@passero.com

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www.passero.com



From: Kim Allerton [<mailto:kallerton@ersenvironmental.com>]
Sent: Wednesday, November 30, 2016 1:33 PM
To: Andrew Holesko <aholesko@passero.com>
Subject: Palatka Airport

Andrew,

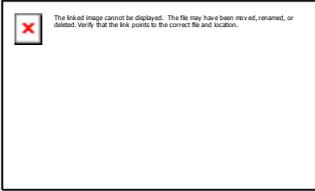
The St. Johns River Water Management District is completing the final approval of the Palatka Airport Environmental Resource Permit (28194-8) for obstruction / tree removal at Palatka Municipal Airport.

The SJRWMD requires that 5.25 ratio-based credits be purchased from a permitted mitigation bank within Regulatory Basin 8. There is only one permitted ratio-based mitigation bank within this basin, Sundew Mitigation Bank (or SMB).

While there is one other mitigation bank within Basin 8, Nochaway Mitigation Bank, it utilizes Uniform Mitigation Assessment Method (UMAM) for credit determination, not ratios. Therefore, Sundew Mitigation Bank is currently **the only option to offset the wetland impacts for the Palatka Airport project.**

Kim Allerton

President



8711 Perimeter Park Boulevard, Suite 1

Jacksonville, Florida 32216

(904) 285-1397 (office)

(904) 838-1097 (mobile)

www.ersenvironmental.com

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Betsy Driggers

From: Jonathan Griffith
Sent: Tuesday, December 06, 2016 11:08 AM
To: Matt Reynolds
Cc: Betsy Driggers; Terry K. Suggs
Subject: FW: Palatka Municipal Airport (Obstruction / Tree Removal Mitigation Credit and Costs)

See attached from Allen. Basically, we submitted an application using a specific method. That method limits the banks we could purchase the credits from. We could have submitted based upon another method, but it was explained to me that the cost would have been greater.

Jonathan C. Griffith

From: Allen Baggett [mailto:ABaggett@sjrwmd.com]
Sent: Tuesday, December 06, 2016 10:48 AM
To: Jonathan Griffith
Cc: Barbara Hatchitt
Subject: RE: Palatka Municipal Airport (Obstruction / Tree Removal Mitigation Credit and Costs)

Jonathan,

Based on the submittal of the mitigation plan, your consultant selected the Sundew Mitigation Bank since it was a bank located within Regulatory Basin 8 that is based on ratios. The only other bank located within Regulatory Basin 8 is based on UMAM scores for credits. Please know that the District evaluates the mitigation plans that are submitted to our office by a consultant for conformance with District rules. Once the requirements are met, the District moves forward with permit issuance and approval.

I trust that this information is helpful. If you have any additional questions, please let me know.

We appreciate the City of Palatka for working with the District in this matter.

Thanks,

Allen



Allen D. Baggett
Environmental Resource Program Coordinator
Division of Regulatory Services
St. Johns River Water Management District
P.O. Box 1429 • Palatka, FL 32178-1429
Office: (386) 329-4565
Email: Abaggett@sjrwmd.com
Website: WWW.sjrwmd.com
Connect with us: [Newsletter](#), [Facebook](#), [Twitter](#), [YouTube](#)



floridaswater.com/epermitting

From: Jonathan Griffith [<mailto:icgriffith@palatka-fl.gov>]
Sent: Tuesday, December 06, 2016 7:01 AM
To: Allen Baggett <ABaggett@sjrwmd.com>
Subject: FW: Palatka Municipal Airport (Obstruction / . Tree Removal Mitigation Credit and Costs)

Allen:

Can you confirm that Sundew Mitigation Bank is the only bank that the City can use to satisfy its mitigation requirement for the above referenced project? See below from Kim Allerton for reference.

Jonathan C. Griffith

From: Jonathan Griffith
Sent: Monday, December 05, 2016 3:33 PM
To: Jonathan Griffith
Subject: Fwd: Palatka Municipal Airport (Obstruction / . Tree Removal Mitigation Credit and Costs)

Sent from my Sprint Samsung Galaxy S7.

----- Original message -----

From: Andrew Holesko <aholesko@passero.com>
Date: 11/30/16 2:57 PM (GMT-05:00)
To: Jonathan Griffith <icgriffith@palatka-fl.gov>
Cc: "Terry K. Suggs" <tsuggs@palatka-fl.gov>, Betsy Driggers <bdriggers@palatka-fl.gov>, John Youell <jyouell@palatka-fl.gov>, "Kim M. Allerton (kallerton@ersenvironmental.com)" <kallerton@ersenvironmental.com>
Subject: FW: Palatka Municipal Airport (Obstruction / . Tree Removal Mitigation Credit and Costs)

Jonathan,

See comments below from Kim Allerton of ERS, the environmental specialist on this project. In summary, the Sundew Mitigation Bank (or SMB) is the only possible source to purchase and mitigate the impacts to wetlands in the tree removal project.

The \$315,000 cost of wetland mitigation is included in both the FAA and FDOT grants for this project. The \$315,000 cost is 100% funded within these two grants. Therefore, the City's share of cost for this item is \$0.00.

If you have any questions, please contact me.

Sincerely,

Andrew M. Holesko, CM, MBA

Vice President, Program Manager

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Jacksonville, FL 32218

Office: 904-757-6106

aholesko@passero.com

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From: Kim Allerton [<mailto:kallerton@ersenvironmental.com>]

Sent: Wednesday, November 30, 2016 1:33 PM

To: Andrew Holesko <aholesko@passero.com>

Subject: Palatka Airport

Andrew,

The St. Johns River Water Management District is completing the final approval of the Palatka Airport Environmental Resource Permit (28194-8) for obstruction / tree removal at Palatka Municipal Airport.

The SJRWMD requires that 5.25 ratio-based credits be purchased from a permitted mitigation bank within Regulatory Basin 8. There is only one permitted ratio-based mitigation bank within this basin, Sundew Mitigation Bank (or SMB).

While there is one other mitigation bank within Basin 8, Nochaway Mitigation Bank, it utilizes Uniform Mitigation Assessment Method (UMAM) for credit determination, not ratios. Therefore, Sundew Mitigation Bank is currently the only option to offset the wetland impacts for the Palatka Airport project.

Kim Allerton

President



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We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2016-12-93 authorizing the issuance of Special Events Permit No. 17-05 for the 2017 Airport Community Open House/Fly-In; setting forth provisions of the permit, granting permission to exceed allowable noise levels; granting permission for all aircraft and aerial operations; and setting permit fees.

SUMMARY:

City of Palatka Airport Director John Youell has made application for a Class A Special Events Permit for the 2017 Airport Community Open House/ Fly-In scheduled for January 28, 2017. The Special Events Committee has met with event organizers. The resolution setting forth the parameters of the Permit and estimated fees follows this Summary Page.

The 2017 permit includes the following provisions:

1. Class 'A' Permit for Airport Community Open House/Fly-In held on Saturday, January 28, 2017 from 9:00 a.m. until 4:00 p.m.
2. Grant permission to exceed allowable noise levels on Saturday, January 28, 2017 from 9:00 a.m. until 4:00 p.m.
3. Grant permission for all aircraft and aerial operations on Saturday, January 28, 2017 from 9:00 a.m. until 4:00 p.m. (required by Municipal Code 50-249(6)).

Aircraft and aerial operations include skydiving, drone demonstrations, helicopter rides, and biplane rides.

Estimated Festival Permit Fee: \$1,984.00 (\$644 for police security fees; \$300 for Festival Permit fee (Class A special event permit of \$300/ day); \$15 for garbage containers; \$184 for fire personnel; \$336 for public works personnel; \$225 reservation for Price Martin Center tables and chairs; \$130 reservation for Booker Park table and chairs; and \$150 security deposit for tables and chairs. Despite this being a City event, fees are not exempt [specific exemptions are set forth in Sec. 50-202(d)]. The Airport Dept. shall make payment to the Building and Zoning Dept., which shall then transfer the funds to each department.

RECOMMENDED ACTION:

Adopt the resolution authorizing the issuance of Special Events Permit No. 17-05 for the 2017 Airport Community Open House/ Fly-In; setting forth terms and conditions of the Permit and setting forth preliminary fees.

ATTACHMENTS:

Description	Type
▫ Resolution	Resolution
▫ Special Event Permit No 17-05 Airport Community Open House/Fly-In	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	11/23/2016 - 1:23 PM
City Clerk	Driggers, Betsy	Approved	12/5/2016 - 12:03 PM

RESOLUTION NO. 2017 – ___ - ___

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT FOR THE 2017
AIRPORT COMMUNITY OPEN HOUSE/ FLY-IN; SETTING
FORTH THE PROVISIONS OF THE PERMIT; GRANTING
PERMISSION TO EXCEED ALLOWABLE NOISE LEVELS;
GRANTING PERMISSION FOR ALL AIRCRAFT AND AERIAL
OPERATIONS; AND SETTING PERMIT AND OTHER FEES**

WHEREAS, the City of Palatka Municipal Airport has made application for an Airport Community Open House/ Fly-In Special event to be held on January 28, 2017; and

WHEREAS, the City of Palatka’s Special Events Committee has met with organizers and the parties have reached an agreement as to the provisions of the issuance of the Special Events Permit; and

WHEREAS, the City Commission finds that the approval and issuance of the Special Events Permit as stipulated and described herein is in the best interest of the event organizers, the City of Palatka, and its citizens.

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

Section 1: That Special Events Permit No. 17-05 for the 2017 Airport Community Open House/ Fly-In is hereby granted to City of Palatka Municipal Airport with the following provisions and stipulations.

- a. A Class ‘A’ Permit for Airport Community Open House/ Fly-In is granted for the event to be held on January 28, 2017; 9:00 a.m. – 4:00 p.m.
- b. Permission is granted to exceed allowable noise levels with the use of amplified sound for music and announcements on January 28, 2017; 9:00 a.m. – 4:00 p.m.
- c. Permission is granted for all aircraft and aerial operations on January 28, 2017; 9:00 a.m. – 4:00 p.m.
- d. Festival Permit fee is set at a total amount of \$1,984.00 (\$644 for police security fees, \$300 for Festival Permit Fee, \$184 for fire personnel services, \$15 for garbage containers, \$336 for sanitation personnel, \$355 for table and chair rental, and \$150 security deposit for tables and chairs.

Section 2: That the total permit fee shall be \$1,984.00.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this _____ day of _____, 2017.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION # 17-05

(Please circle one below)

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

**CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT**

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

- a. John Youell 4015 Reid St. Palatka, FL 32177
- b. CONTACT PERSON John Youell TELEPHONE/CELL 386 937-1774
- c. EMAIL JYouell@Palatka-FL.Gov FAX # 386 312-2230

2. ADDITIONAL CONTACT

- a. CONTACT PERSON Robert White TELEPHONE/CELL 386 329-0148
- b. EMAIL Airport28J@Palatka-FL.Gov FAX # 386 312-2230

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Community Open House / Fly-In

4. DATE & HOURS OF DESIRED USE: Jan. 28, 2017 9:00 A.M. - 4:00 P.M.

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

6. ROAD CLOSURES: None

7. REQUEST FOR NOISE VARIANCE(Dates and Times): N/A

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

9. ESTIMATE OF ANTICIPATED ATTENDANCE 4,500 - 5,000

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT Do not understand intent of question

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

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

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

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

IMPORTANT INFORMATION

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

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

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

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

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

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

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

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

Nov. 3, 2016
DATE

[Signature]
SIGNATURE OF APPLICANT

APPROVED:
[Signature] 11/23/16
SPECIAL EVENTS COORDINATOR DATE

[Signature] 11/15/16
CHIEF OF POLICE DATE

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

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 11/18/16 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: Municipal Airport "Community Open House/Fly-In"

Type of Event: Aviation "Fly-In" / General Public Airport "Open House"

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
General Public to visit airport to walk around aircraft parking area and see an estimated 30-40 display aircraft and observe ground handling activity. Additional Activities: Automobile Show (estimate 100 cars), large food operation in aircraft hangar, airplane and helicopter rides and event sponsor advertising/marketing displays.

Location of Event: Palatka Municipal Airport

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

	Date	Day	Begin	End
Event Day 1	<u>Jan 28, 2016</u>	<u>Saturday</u>	<u>9:00</u> AM/PM	<u>4:00</u> AM/PM
Event Day 2	<u>N/A</u>	_____	_____ 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) Jan 26, 2016 at (time) 8:00

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

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

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

Special Events Permit Fees \$ 300 Per day X 1 Days \$ 300

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X 4 Officers X 7 Hours \$ 644

Fire Personnel (2) \$ 23.00 Per hour X 4 Hours \$ 184

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

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

Public Works Personnel # Personnel _____ X _____ Hours @ \$23/hour \$ 336

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

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

Sanitation Equipment Fee

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

Additional Charges (List)

Price Marten table + Chairs (Fri-Sun) \$ 225

Boomer Park Table + Chairs (Fri-Sun) \$ 130

Security deposit for table + chairs \$ 150

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ 1,984

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 4,000-4,500
Day 2 N/A 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: Occasional sky diving / Drone demonstrations, Professionally done and not flown overhead of event spectators.

r Number and location of fire protection services: Fire, EMT, Police personnel and equipment will be in place at the event.

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

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

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

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

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

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

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

r Location of parking/transportation services, if any: Airport to provide

r Temporary parking, directional signage needed: Airport to provide

r Type transport vehicles (van, buses, etc.) Airport to provide

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

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

- r Main emergency vehicle access to site (location-also note on site plan): Main Airport Entrance or Kay Larkin Fire Station Gate.
- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): Yes
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) Yes
- r Number and location of food vendors (note on site plan): Yes
- r Staff/ volunteer uniform identification: High visibility shirts and/or Vests
- r Sound system(s) location: Yes
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): See event diagram
- r Number and location of temporary signs/banners: ① Welcome banner in front of Airport terminal building, ② Sponsors recognition banner in Food hangar, ③ numerous crowd control signs on tarmac.
- r Number and location of promotional visual effects: Aircraft + Skydiving in Vicinity.
- r Watercraft: _____
- r Aircraft: Yes
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): Minimal, See previous question.

Items Outstanding:

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

- r Fire resistive rating certificates (tents, fabrics, etc.)
- r Schedule fire, building/electrical inspections
- r Schedule pre/post sanitation inspections
- r Example of special event vendor permits provided
- r Special event certificate of insurance- city as "additional insured"
(if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List certificates required, _____
- r Alcohol liability certificate of insurance- city as "additional insured" *No Alcohol*
- r Required permits (federal, state, local): _____
- r Alcohol license (copy)
- r _____
- r _____
- r _____

NOTES

① Arriving + departing aircraft in public display area to be escorted by safety crews that are familiar with aircraft ground operations and are trained for this event. ② Airport personnel (city personnel) will be conducting aircraft fueling in the aircraft display area. Fuel trailer markings meet NFPA requirements. Fuel trailer itself meets NFPA ^{safety} requirements and crew meets training requirements. ③ Event will have safety personnel (City employees, Civil Air Patrol, Volunteers and Police) roving general public area and stationed at taxiway crossing points to maintain constant watch for potential safety hazards during event.



Google earth

feet
meters



**Palatka Police Department
Operations Plan
Palatka Fly-In 2016**

OIC: Capt. Brad Forsythe

Dates: January 28, 2017

Event Times: 9:00 AM.- 4:00 PM

Police Detail Times: (4) Officer's from 9:00 AM-4:00 PM

Contacts: John Youell (386) 937-1774

Agency Contacts:

Palatka Police Department – Captain Forsythe (386) 937-6680

Central Dispatch - Dispatch Supervisor on duty

If rescue or other agency assistance is needed they will be called and dispatched through the Putnam County Sheriff's Office. If the Officers working the detail have any issues that require additional officers, the on-duty patrol supervisor will be contacted.

Event Information:

The Palatka Airport will have an open house and fly-in. There will be numerous air craft's on display along with car show. There will be furious vendor booths and some food vendors. There will also be sky diving and Drone demonstrations that will be done a distance away from spectators. They estimate 4,000 to 5,000 in attendance.

Assignments:

Four officers will provide security at the event. Officers will be required to conduct walk through during the event. Officers may be required to be stationed at taxiway crossing points to ensure the safety of the air craft's and spectators.

Communications:

Officers working the detail will work and respond to any calls or issues at the event. Communication with event staff will be done using talk around.

Compensation / Reimbursement: Security Fee Total

Four officers will work a total of 7 hours each. (Total of 28 hours)

Total security fee - \$23.00 x 28 hours = \$644.00

Equipment Needed:

The uniform for officers working the event will be Class B.

Portable radios will be used.

Barricades and/or cones will be delivered before the event takes place and set out just prior to the parade by Police Department staff.

After Action Report:

An After Action Report will be forwarded to the Chief of Police.



Assistant Chief / Fire Marshal

Palatka Fire Department
100 North 11th Street
Palatka, Florida 32177



Office/ 22
E-Mail: kgrimes@palatka-fl.gov

Invoice :

City of Palatka Airport Fly In

Supply 2 Firefighter/ EMT 4 hours @ \$23.00 per hour each

\$ 184.00

Sincerely,

Keith Grimes
Assistant Chief

KeOndra Wright

From: Jonathan Griffith
Sent: Friday, November 18, 2016 2:07 PM
To: Thad Crowe
Cc: KeOndra Wright
Subject: RE: Invoice

Please confirm with Suggs this is how he wants to handle this.

- \$15 container fee
- \$336 staffing fee
- \$225 fee to reserve Price Martin tables and chairs (Friday-Sunday)
- \$130 fee to reserve Booker Park tables and chairs (Friday-Sunday)
- \$150 security deposit for tables and chairs

Jonathan C. Griffith

From: Thad Crowe
Sent: Friday, November 18, 2016 1:56 PM
To: Jonathan Griffith
Cc: KeOndra Wright
Subject: RE: Invoice

No exemption for the City. It would really function like a budget transfer from Airport to PW.
t

Thad Crowe, AICP
Planning Director, Building & Zoning Dept.
City of Palatka

From: Jonathan Griffith
Sent: Friday, November 18, 2016 1:56 PM
To: Thad Crowe
Cc: KeOndra Wright
Subject: RE: Invoice

We usually don't get reimbursed for our efforts for this event. Am I to be reimbursed this year? I don't want to waste time figuring out what it will cost if I'm not to get any reimbursement.

Jonathan C. Griffith

From: Thad Crowe
Sent: Friday, November 18, 2016 1:54 PM
To: Jonathan Griffith
Cc: KeOndra Wright
Subject: FW: Invoice
Importance: High

Jonathan – we have not received an answer if there will be any invoices from Public Works on this event. Please respond ASAP.

Thanks,



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve request items for Special Event Permit No. 16-50 -- (Wedding & Reception) at the St Johns River Education Center on 12/18/16 from 11:00 am until 8:00 pm - Felecia Nelson, Applicant

1. Grant permission to exceed allowable noise levels throughout the duration of event (amplified music).
2. Allow for the closure of N. 1st St. from River Center parking lot to St Johns Ave., and the closure of St. Johns Ave. from N. 1st St. to N. 2nd St.

SUMMARY:

Felecia Nelson has requested to rent the St. Johns River Education Center for a December 18, 2016 wedding and reception. Although Class B special events can be approved by the Special Events Coordinator, this application includes requests that require City Commission approval. These requests are: 1) permission to exceed allowable noise levels for amplified music; and 2) closure of N. 1st St. between the River Center parking lot to St Johns Ave. and St Johns Ave between N. 1st St. and N. 2nd St. Amplified music and street closure will occur throughout the duration of event.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during the wedding and reception on Sunday, December 18, 2016 from 11:00 am until 8:00 pm; closure of N. 1st St. between River Center parking lot and St. Johns Ave.; and closure of St Johns Ave. between N. 1st St. and N. 2nd St. throughout the duration of event.

ATTACHMENTS:

Description	Type
▫ Special Event Permit No 16-50 Felecia Nelson	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	11/23/2016 - 1:19 PM
City Clerk	Driggers, Betsy	Approved	11/23/2016 - 5:43 PM
City Manager	Suggs, Terry	Approved	12/5/2016 - 11:08 AM

APPLICATION #16-50

(circle one below)

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

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

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

CITY OF PALATKA APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

- a. Felecia Nelson 119 Islander Rd. Satsuma, FL 32189
- b. CONTACT PERSON Felecia Nelson TELEPHONE/CELL 386.916.5883
- c. EMAIL pinkorchidsjfn@aol.com FAX # None

2. ADDITIONAL CONTACT

- a. CONTACT PERSON Corleous Brown TELEPHONE/CELL 386.916.0538
- b. EMAIL Corleousb@gmail.com FAX # None

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Wedding / Reception

4. DATE & HOURS OF DESIRED USE: 12/18/2016 11:00am - 8:00pm

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) St. Johns River Center / Rooftop

6. ROAD CLOSURES: St. Johns Ave between 1st and 2nd Street & 1st Street between Riverfront Parking Lot and Hampton Inn.

7. REQUEST FOR NOISE VARIANCE (Dates and Times): 12/18/2016 12:00pm - 8:00pm

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

9. ESTIMATE OF ANTICIPATED ATTENDANCE 80-100 guests

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT None

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

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

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

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

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

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

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.
Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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

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

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

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

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

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

11/08/2016 Jefcia Nelson
DATE SIGNATURE OF APPLICANT

[Signature] 11/23/16
APPROVED: SPECIAL EVENTS COORDINATOR DATE

[Signature] 11/25/16
CHIEF OF POLICE DATE

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

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 11/18/16 Special Events Coordinator: Thad Crowe

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

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

Name of Special Event/ Production: Meyer-Brown Weddings

Type of Event: Wedding and Reception

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

Location of Event: St. Johns River Center/ Rooftop

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

	Date	Day	Begin	End
Event Day 1	<u>12/18/2016</u>	<u>Sunday</u>	<u>11</u> <u>AM/PM</u>	<u>8</u> <u>AM/PM</u>
Event Day 2	_____	_____	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>
Event Day 3	_____	_____	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>
Event Day 4	_____	_____	_____ <u>AM/PM</u>	_____ <u>AM/PM</u>

Set-up for event will begin on (Date) 12/18/2016 at (time) 11:00 am

Break down will be completed by (Date) 12/18/2016 at (time) 8:00 pm

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

“Class A” Event

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

“Class B” Event

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

“Class C” Event

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

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

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X 1 Officers X 4 Hours \$ 92

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

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

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

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

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

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

Sanitation Equipment Fee

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

Additional Charges (List)

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

\$ 192

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

r Estimated peak number of participants (each day of event): Day 1 100
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: None

r Number and location of fire protection services: None

r Inspection(s)- date and time requested: (\$23/hour) None

r Electrician services- date and time requested: (\$23/hour) None

r Emergency medical services: ambulance locations(s) (note on site plan): None

Number of EMS personnel required: (\$23/hour) None

r Number and location for portable toilets: (note location on site plan) None

r Carnival location (if any) (note location on site map) None

r Number of sanitation roll-out containers required (\$15/ container) None

r Location of parking/transportation services, if any: None

r Temporary parking, directional signage needed: _____

r Type transport vehicles (van, buses, etc.) None

r Location of security and emergency vehicle parking on site: None

r Public street barricades/street closures/detours: (note locations on site plan) St. Johns Ave Between 1st and 2nd Street and 1st Street Between Riverfront parking lot and Hampton Inn.

- r Main emergency vehicle access to site (location-also note on site plan): None

- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): None

- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) None

- r Number and location of food vendors (note on site plan): None

- r Staff/ volunteer uniform identification: None
- r Sound system(s) location: Roof top St. Johns River Center
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): None

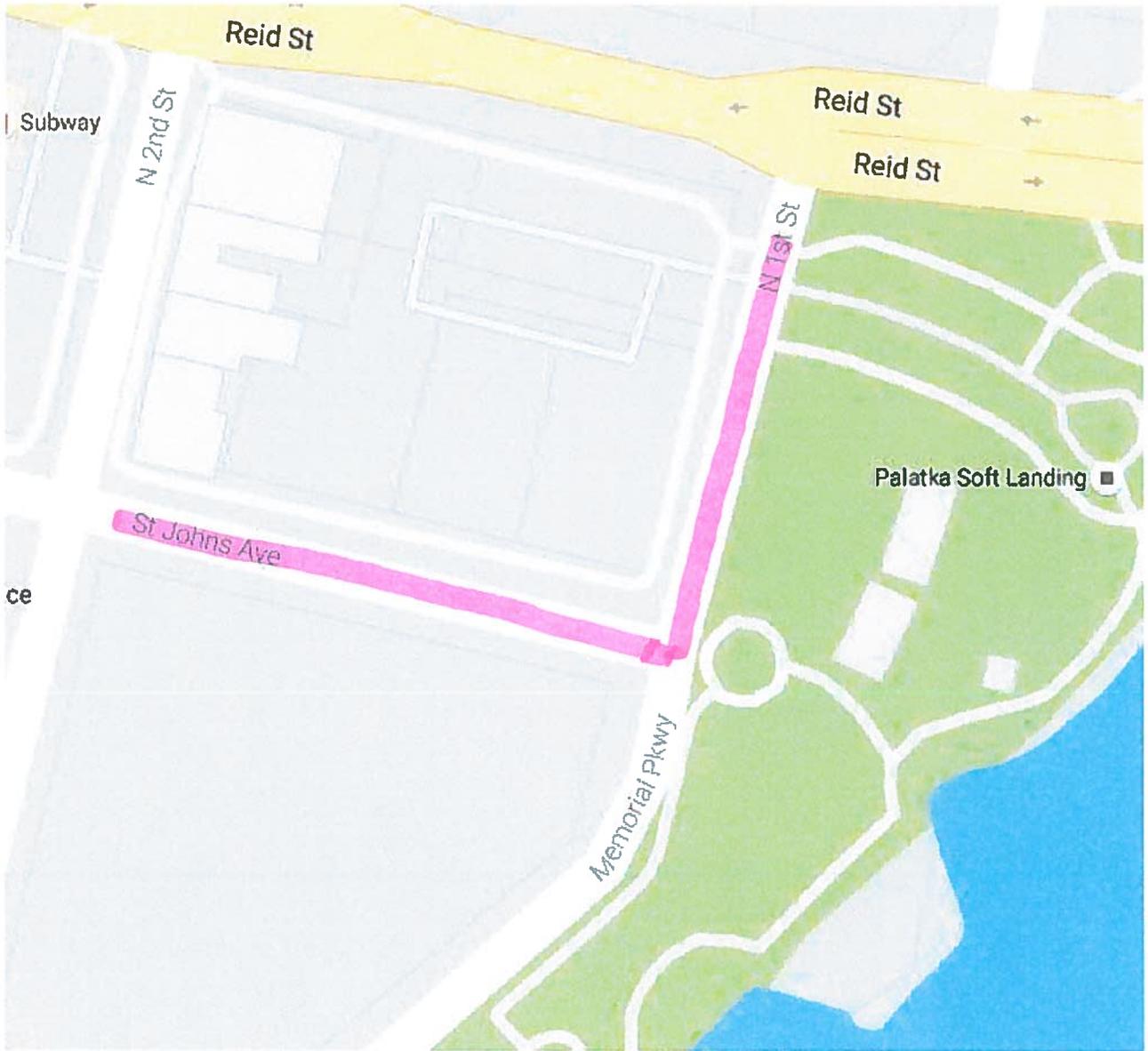
- r Number and location of temporary signs/banners: None

- r Number and location of promotional visual effects: None

- r Watercraft: None
- r Aircraft: None
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): None

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)



**Palatka Police Department
Operations Plan
Nelson Wedding**

OIC: Capt. Brad Forsythe

Dates: December 18, 2016

Event Times: 11:00 AM- 8:00 PM

Police Detail Times: (1) Officer from 4:00 PM-8:00 PM

Contacts: Felecia Nelson (386) 916-5883

Agency Contacts:

Palatka Police Department – Captain Forsythe (386) 937-6680

Central Dispatch - Dispatch Supervisor on duty

If rescue or other agency assistance is needed they will be called and dispatched through the Putnam County Sheriff's Office. If the Officers working the detail have any issues that require additional officers, the on-duty patrol supervisor will be contacted.

Event Information:

The applicant is hosting a wedding on the rooftop of the St. Johns River Center. Preparations will begin at 11:00 am. One officer will arrive at the conclusion of the wedding and will be present for the reception, which will include the consumption of alcohol.

Assignments:

The officer will be responsible for ensuring the alcohol stays on the River Center premises. There will be a small road closure, which will be on Memorial Parkway from Reid Street to St. Johns and beginning at the driveway of the Hampton Inn to Memorial Parkway. The entrance to the hotel must remain open for guests of the Hotel.

Communications:

Officers working the detail will work and respond to any calls or issues at the event. Communication with event staff will be done using talk around.

Compensation / Reimbursement: Security Fee Total

One officer will work a total of 4 hours.

Total security fee - \$23.00 x 4 hours = \$92.00

Equipment Needed:

The uniform for officers working the event will be Class B.

Portable radios will be used.

Barricades and/or cones will be delivered before the event takes place and set out just prior to the parade by Police Department staff.

After Action Report:

An After Action Report will be forwarded to the Chief of Police.



CITY COMMISSION AGENDA ITEM

SUBJECT:

Accept resignation of Joe Pickens from the Palatka Planning Board effective immediately, with regrets.

SUMMARY:

Palatka Planning Board member Joe Pickens has resigned his appointment to the Palatka Planning Board. His resignation follows this summary.

This creates an opening on the Palatka Planning Board. There are now two vacancies on the Planning Board, as one of its members, Tammie Williams, was elected as City of Palatka Group 1 Commissioner, and Florida statute forbids "dual office holding."

The City of Palatka is taking applications for appointment to the Planning Board. All seats are at-large; city residents or those with business ties to the Community as well as women and minorities will be given preference.

RECOMMENDED ACTION:

Accept the resignation of Joe Pickens from the Palatka Planning Board, effective immediately, with regrets.

ATTACHMENTS:

Description	Type
▫ Resignation	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/5/2016 - 12:54 PM

Karen Gilyard

From: Joe Pickens <joehpickens@gmail.com>
Sent: Monday, October 31, 2016 4:02 PM
To: Karen Gilyard
Subject: Re: Planning Board Packet

Karen. I just saw you called and I assume it is regarding a quorum for tomorrow. I will not be in attendance and would you please convey to Thad that this communication shall be my resignation notification from the planning board. I have enjoyed and appreciated my time on the board but I am no longer able to honor the time commitment that faithful service to the board requires.

Sincerely,

Joe Pickens.

Sent from my iPhone

On Oct 26, 2016, at 12:51 PM, Karen Gilyard <kgilyard@palatka-fl.gov> wrote:

Good Afternoon,
For your convenience I have attached a copy of the Planning Board packet. The Planning Board meeting will be held on **Tuesday, November 1st, 2016 at 4pm** located at City Hall.

Please advise of your availability so we can determine quorum.

Thanks,

<image001.png> *Karen N Gilyard*
City of Palatka
Building & Zoning
201 N. 2nd St.
Palatka Florida 32177
Phone 386-329-0103 Ext. 327 Fax 386-329-0172
kgilyard@palatka-fl.gov

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

<image002.jpg>

<11 01 2016 PB Agenda Packet.pdf>



CITY COMMISSION AGENDA ITEM

SUBJECT:

Reappoint George DeLoach and Edie M. Wilson to the Palatka Planning Board for three-year terms to expire December 31, 2019 (incumbent members)

SUMMARY:

George DeLoach and Edie Wilson's terms on the Palatka Planning Board expire on December 31. They have both indicated their willingness to serve an additional three-year term and have submitted their respective applications for reappointment to the Palatka Planning Board. They have both met attendance requirements and are members in good standing. Staff concurs on these reappointments.

RECOMMENDED ACTION:

Reappoint George DeLoach and Edie M. Wilson to the Palatka Planning Board for three-years term to expire December, 2019.

ATTACHMENTS:

Description	Type
▫ G. DeLoach Application	Backup Material
▫ E. Wilson Application	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/5/2016 - 12:50 PM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 7:10 PM

TERRILL L HILL
MAYOR
MARY LAWSON BROWN
RUFUS J BOROM
JUSTIN F. CAMPELL
JAMES NORWOOD JR



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 CHIEF
DONALD E HOLMES
CITY ATTORNEY

CITY OF PALATKA
BOARD REAPPOINTMENT REQUEST

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

MEMBER: George W DeLoach # of years' prior service: 5
Residence Phone: 386-972-4192
(911 Address) 7300 Crull Ave Palatka, Fl. 32177 Fax:
Business Name Phone: 386-325-4554
& Address Nathum Redix LLC Fax:
(If Residence or business/property owners will be given preference when board member residency is not specified by statute or ordinance)
Preferred Mailing Address:

E-mail: george@ThreeD Farms.com Daytime Phone: 386-972-4192

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

George W DeLoach 11-28-2016
SIGNATURE OF APPLICANT DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any)

Chairman's/Director's Signature _____

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

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

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Eddie M. Wilson # of years' prior service: _____
Residence Phone: 904-759-5363
(911 Address) 411 S 19th St Fax: _____
Business Name Phone: _____
& Address Fax: _____

(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
Preferred Mailing Address: 411 S 19th St, Palatka FL 32177

E-mail: ediew51@comcast.net Daytime Phone: 904-759-5363

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

Eddie M. Wilson 12/6/16
SIGNATURE OF APPLICANT DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature [Signature]



CITY COMMISSION AGENDA ITEM

SUBJECT:

Re-appoint Michael Gagnon and Pat Wilson to the Palatka Code Enforcement Board as members with General Contracting & Engineering Experience, Respectively, for three-year terms to expire September, 2019

SUMMARY:

Michael Gagnon and Pat Wilson have applied for re-appointment to the Palatka Code Enforcement Board for the positions of Member with General Contractor and Engineering Experience, respectively. They are incumbent members, have met their attendance requirements, live the City Limits and are otherwise qualified for this appointment.

Staff concurs on these re-appointments. They are sole applicants.

RECOMMENDED ACTION:

Reappoint Michael Gagnon and Pat Wilson to the Palatka Code Enforcement Board as members with General Contracting & Engineering Experience, Respectively, for three-year terms to expire September, 2019

ATTACHMENTS:

Description	Type
▫ Application - M. Gagnon	Exhibit
▫ Application - Pat Wilson	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/5/2016 - 12:50 PM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 11:58 AM

TERRILL L. HILL
MAYOR COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

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FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: MICHAEL GAGNAN # of years' prior service: 7
Residence Phone: _____
(911 Address) Fax: _____
Business Name Phone: _____
& Address Fax: _____

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

Preferred Mailing Address: 703 EMMETT ST. PALATKA, FL 32177

E-mail: CAPTAINCLUB0607@YAHOO.COM Daytime Phone: 386-385-5372

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

[Signature]
SIGNATURE OF APPLICANT

11/30/16
DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

TERRILL L. HILL
MAYOR COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

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

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FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Pat A. Wilson # of years' prior service: _____
Residence Phone: 386-325-7736
(911 Address) 516 River St, Palatka, FL Fax: 386-325-7736
Business Name Phone: 386-937-7158
& Address etc. LLC, 516 River St, Palatka, FL Fax: 386-325-9036
(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
Preferred Mailing Address: 516 River St., Palatka, FL 32177
E-mail: wilson9318@bellsouth.net Daytime Phone: 386-937-7158

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

Pat A. Wilson 11/30/16
SIGNATURE OF APPLICANT DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____



CITY COMMISSION AGENDA ITEM

SUBJECT:

FINAL ELECTION RESULTS - Nov. 8th General Election Commissioner Group 1 and Commissioner Group 3 Election Results - Results entered for the record.

SUMMARY:

There were two City Commission races on the November 8th General Election Ballot: City Commission Group 1 (currently held by James Norwood) and Group 3 (currently held by Mary Lawson Brown).

Final Election results were certified to the State of Florida Department of State, Division of Elections on November 18th. Vote totals are as follows:

City Commissioner Group 1 (5 Precincts Reporting)

James Norwood, Jr.	1,615 Votes	42.28%
Tammie McCaskill Williams	<u>2,205 Votes</u>	57.72%
Total Votes Tallied	3,820	100.00%

City Commissioner Group 3 (5 Precincts Reporting)

Mary Lawson Brown	2,423 votes	62.82%
Joseph Mike Petrucci	<u>1,434 votes</u>	37.18%
Total Votes Tallied	3,857 votes	100.00%

A detailed Summary of Votes Cast follows this summary.

Commissioner Group 1-Elect Tammie M. McCaskill and Commissioner Group 3 Mary Lawson Brown will take office on January 9th at 7:30 p.m.

RECOMMENDED ACTION:

This report is entered for the record.

ATTACHMENTS:

Description	Type
▫ Final Election Results by Race	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
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OFFICIAL RESULTS

 Filter Races

Select a
race:

CITY COMMISSIONER GROUP 1

View Type:

Detailed

35 - St Johns River State College

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
James Norwood Jr. (NPA)	110	81	155	0	346	42.72%
Tammie McCaskill Williams (NPA)	171	84	208	1	464	57.28%

36 - Edgar Johnson Senior Center

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
James Norwood Jr. (NPA)	76	75	136	0	287	46.07%
Tammie McCaskill Williams (NPA)	106	73	155	2	336	53.93%

37 - Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
James Norwood Jr. (NPA)	125	104	245	1	475	42.83%
Tammie McCaskill Williams (NPA)	220	77	336	1	634	57.17%

38 - Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
James Norwood Jr. (NPA)	56	38	89	1	184	40.71%
Tammie McCaskill Williams (NPA)	105	49	114	0	268	59.29%

39 - Price Martin Community Center

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
James Norwood Jr. (NPA)	112	71	140	0	323	39.10%
Tammie McCaskill Williams (NPA)	228	73	202	0	503	60.90%

OFFICIAL RESULTS

 Filter Races

Select a
race:

CITY COMMISSIONER GROUP 3

View Type:

Detailed

35 - St Johns River State College

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
Mary Lawson Brown (NPA)	192	84	205	0	481	58.66%
Joseph Mike Petrucci (NPA)	94	83	161	1	339	41.34%

36 - Edgar Johnson Senior Center

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
Mary Lawson Brown (NPA)	108	79	163	1	351	55.28%
Joseph Mike Petrucci (NPA)	76	76	131	1	284	44.72%

37 - Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
Mary Lawson Brown (NPA)	211	114	330	1	656	58.99%
Joseph Mike Petrucci (NPA)	132	68	255	1	456	41.01%

38 - Palatka Woman's Club

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
Mary Lawson Brown (NPA)	97	48	117	1	263	57.17%
Joseph Mike Petrucci (NPA)	66	41	90	0	197	42.83%

39 - Price Martin Community Center

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
Mary Lawson Brown (NPA)	294	120	258	0	672	80.96%
Joseph Mike Petrucci (NPA)	47	25	86	0	158	19.04%



CITY COMMISSION AGENDA ITEM

SUBJECT:

REQUEST to authorize execution of Palatka Housing Authority annual forms:

Determination of Exemption & Categorical Exclusion, 24CRF 58.34(a) and 58.35(b) on behalf of Palatka Housing Authority's Site Improvements FY 2017-2021 CFP AMP forms, and certifying PHA Plans consistency with the City of Palatka's Comprehensive (Consolidated) Plan - John Nelson, Executive Director, PHA

SUMMARY:

This is an annual request that comes from the Palatka Housing Authority (PHA). The Commission is asked to authorize the Mayor's execution of federal HUD forms as noted above.

Thad Crowe, Planning Director, has provided a memorandum regarding his review of the PHA's Annual/5-yr. Capital Plans and its consistency with the City's Comprehensive Plan goals and objectives, which follows this Summary.

The PHA has scheduled a Public Hearing on 12/21/16 (11 am at James A. Long Community Center, 601 N. 21st Street) to review and hear public comments on this Plan. The Notice and Plan have been posted at City Hall on behalf of the PHA.

RECOMMENDED ACTION:

Take action on PHA's request to authorize the Mayor's execution of the following documents per the Palatka Housing Authority's Request re Site Improvements FY 2017-2021 CFP AMP:

- **Determination of Exemption & Categorical Exclusion forms; and**
- **Certify PHA Annual/5-yr Capital Plans' Consistency with City of Palatka Adopted Comprehensive (Consolidated) Plan (FY 2017-2021)**

ATTACHMENTS:

Description	Type
▣ Planning Director's Memorandum	Exhibit
▣ PHA Forms for execution	Exhibit
▣ PHA 5-year Plan	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	11/18/2016 - 12:05 PM



Building & Zoning Department
201 N 2nd Street
Palatka, FL 32177
(386) 329-0103 phone
(386) 329-0172 fax

MEMORANDUM

TO: Terry Suggs, MPA, ICMA, FCCMA
City Manager

FROM: 
Thad Crowe, AICP
Planning Director

DATE: November 16, 2016

RE: Palatka Housing Authority Annual and Five-Year Plan

Staff has reviewed the Palatka Housing Authority's proposed Annual and Five-Year Plan. PHA Plan elements under revision include the PHA's grievance procedure and due process requirements. Proposed new activities include application for the Choice Neighborhoods Program and a smoke-free policy. The U.S. Dept. of Housing and Urban Development describes the Choice Neighborhoods program as "locally driven strategies to address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation." It is Planning Staff's opinion that this program and the overall PHA plan is in compliance with the City of Palatka's adopted Comprehensive Plan, including its Housing Element and all other Elements as well as the City's adopted Community Redevelopment Plans.

Planning Staff also believes that PHA Comprehensive Plan conformance continues to be achieved through the PHA's commitment that two homes in the 900 block of Laurel Street owned by the PHA and under construction will be limited to single-family detached residential units. The PHA has expressed the formal intent to facilitate the use of these homes as owner-occupied units.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Terrill Hill, the Mayor of the City of Palatka
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the
Palatka Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the
City of Palatka
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Terrill Hill	Mayor, City of Palatka
Signature	Date

**Determination of Exemption and Determination of
Categorical Exclusion (not subject to Section 58.5)
24 CFR 58.34(a) and 58.35(b)**

Activity Name and Grant Number:	Site Improvements - CFP AMP 11 FL 29P05700011
Address:	Westover Manor, Lemon Heights, Madison Court Apts. Palatka, Putnam County, FL 32177
Activity Description:	CPTED/Landscaping, Water Distribution, Roof Repair
Funding Source:	CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other: CFP
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <ul style="list-style-type: none"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): <ul style="list-style-type: none"> ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: <ul style="list-style-type: none"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

4. Economic Development Activities:	<ul style="list-style-type: none"> ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
5. Activities to assist homeownership of existing or dwelling units under construction not assisted with Federal funds:	<ul style="list-style-type: none"> ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
6. Affordable housing pre-development costs	<ul style="list-style-type: none"> ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47	

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: Community Name and Number _____ Map panel number and date _____	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/energyenviron/environment/compliance/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project

CFP AMP 11

Responsible Entity Signature

Name and Title (print)

Terrill Hill, Mayor of Palatka

Date

**Determination of Exemption and Determination of
Categorical Exclusion (not subject to Section 58.5)
24 CFR 58.34(a) and 58.35(b)**

Activity Name and Grant Number:	Site Improvements - CFP AMP 12 FL 29P05700012
Address:	Northside Apts, Palatka, Putnam County, FL 32177
Activity Description:	CPTED/Landscaping, Security Lighting, Roofing
Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other: CFP	
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <ul style="list-style-type: none"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): <ul style="list-style-type: none"> ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: <ul style="list-style-type: none"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

4. Economic Development Activities:	<ul style="list-style-type: none"> ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
5. Activities to assist homeownership of existing or dwelling units under construction not assisted with Federal funds:	<ul style="list-style-type: none"> ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
6. Affordable housing pre-development costs	<ul style="list-style-type: none"> ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47	

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: Community Name and Number _____ Map panel number and date _____	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/energyenviron/environment/compliance/qa/airport hazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project

CFP AMP 12

Responsible Entity Signature

Name and Title (print)

Terrill Hill, Mayor of Palatka

Date

Determination of Exemption and Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number:	Site Improvements - CFP AMP 14 FL 29P05700014
Address:	Dr. James A. Long Apts, Palatka, Putnam County, FL 32177
Activity Description:	CPTED/Landscaping, Playground Upkeep, Fencing, Bath Remodel, Security Lighting
Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other: CFP	
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <ul style="list-style-type: none"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): <ul style="list-style-type: none"> ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: <ul style="list-style-type: none"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

4. Economic Development Activities:	<ul style="list-style-type: none"> ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
5. Activities to assist homeownership of existing or dwelling units under construction not assisted with Federal funds:	<ul style="list-style-type: none"> ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
6. Affordable housing pre-development costs	<ul style="list-style-type: none"> ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47	

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: _____ Community Name and Number _____ Map panel number and date	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/energyenviron/environment/compliance/qa/airport hazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project CFP AMP 14

Responsible Entity Signature _____

Name and Title (print) Terrill Hill, Mayor of Palatka

Date _____

**Determination of Exemption and Determination of
Categorical Exclusion (not subject to Section 58.5)
24 CFR 58.34(a) and 58.35(b)**

Activity Name and Grant Number:	Site Improvements - CFP AMP 15 FL 29P05700015
Address:	Rosa K. Ragsdale Apts, Palatka, Putnam County, FL 32177
Activity Description:	CPTED/Landscaping, Playground Upkeep, Bath Remodel, Security Lighting
Funding Source:	CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other: CFP
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <ul style="list-style-type: none"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): <ul style="list-style-type: none"> ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: <ul style="list-style-type: none"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

4. Economic Development Activities:	<ul style="list-style-type: none"> ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
5. Activities to assist homeownership of existing or dwelling units under construction not assisted with Federal funds:	<ul style="list-style-type: none"> ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
6. Affordable housing pre-development costs	<ul style="list-style-type: none"> ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47	

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: Community Name and Number _____ Map panel number and date _____	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/energyenviron/environment/compliance/ga/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project	CFP AMP 15
Responsible Entity Signature	
Name and Title (print)	Terrill Hill, Mayor of Palatka
Date	

**Determination of Exemption and Determination of
Categorical Exclusion (not subject to Section 58.5)
24 CFR 58.34(a) and 58.35(b)**

Activity Name and Grant Number:	Site Improvements - CFP AMP 16 (FL 29P0057000016)
Address:	Annie M. Spell Apartments, Palatka, Putnam County, Florida 32177
Activity Description:	CPTED/Landscaping, Security Lighting
Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other:	
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <ul style="list-style-type: none"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): <ul style="list-style-type: none"> ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: <ul style="list-style-type: none"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

	<p>4. Economic Development Activities:</p> <ul style="list-style-type: none"> ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	<p>5. Activities to assist homeownership of existing or dwelling units under construction not assisted with Federal funds:</p> <ul style="list-style-type: none"> ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
	<p>6. Affordable housing pre-development costs</p> <ul style="list-style-type: none"> ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	<p>7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47</p>

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)?	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Identify FEMA flood map used to make this determination: Community Name and Number _____ Map panel number and date _____		
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No--Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No--Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No--Document and Proceed to Section 3-- regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/energyenviron/environment/compliance/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

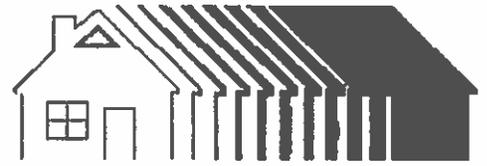
Name of project CFP AMP 16

Responsible Entity Signature _____

Name and Title (print) Terrill Hill, Mayor of Palatka

Date _____

*PALATKA
HOUSING
AUTHORITY*



Serving Palatka's Housing Needs Since 1962

November 1, 2016

Putnam County Public Library, Palatka
James A. Long Community Center
Palatka City Government Offices
Palatka Housing Authority Management Office

To Whom It May Concern:

Attached for your review you will find the Palatka Housing Authority's Annual Five-Year Plan, 2016-2020. Please post this item in a viewable location.

In accordance with HUD regulations there will be a public hearing regarding the annual plan. This hearing will be held at the Dr. James A. Long Community Center, located at 601 N. 21st St., Palatka on December 21, 2016 at 11:00 a.m. to review the plan and to hear comments. Any comments which are being made must be submitted in writing to the Palatka Housing Authority.

Any policies referenced within the Plan are available for review at the Palatka Housing Authority's main office, 400 North 15th Street.

Sincerely,

A handwritten signature in cursive script that reads "Trista Mack". The signature is written in a dark ink and is positioned above the printed name and title.

Trista Mack
Executive Assistant

Annual PHA Plan
(Standard PHAs and Troubled PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. Form HUD-50075-ST is to be completed annually by **STANDARD PHAs** or **TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A. PHA Information.

A.1 PHA Name: Palatka Housing Authority PHA Code: FL057
 PHA Type: Standard PHA Troubled PHA
 PHA Plan for Fiscal Year Beginning: (MM/YYYY): 04/01/2017
 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)
 Number of Public Housing (PH) Units 419 Number of Housing Choice Vouchers (HCVs) 340 Total Combined
 Units/Vouchers 759
 PHA Plan Submission Type: Annual Submission Revised Annual Submission

Availability of Information. PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	Annual Plan Elements
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s): Added language with regard to revised regulations in 24CFR §966.55 June 8, 2016. (a) Expedited grievance procedure (b) Due process requirements</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p>
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Project-Based Assistance under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Non-Smoking Policies.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>(a) The Palatka Housing Authority intends to make application for the Choice Neighborhoods program during the 2017 fiscal year. (b) The Palatka Housing Authority has implemented a Smoke-Free Policy (attached).</p>
B.3	<p>Civil Rights Certification.</p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

<p>B.4</p>	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p> <p>2016-001 Eligibility (Corrective Action Plan attached)</p>
<p>B.5</p>	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p>
<p>B.6</p>	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p>B.7</p>	<p>Certification by State or Local Officials.</p> <p><i>Form HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.</i></p>
<p>B.8</p>	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p>C. Statement of Capital Improvements. Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>	
<p>C.1</p>	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>FL29P05701-16 (01/27/2016)</p>

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 8/31/2011

Part I: Summary		Grant Type and Number Capital Fund Program Grant No: FL29P057501-17 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant: 2017 FFY of Grant Approval:	
PHA Name: Palatka Housing Authority					
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report)			
Line		Original	Revised ¹	Obligated	Total Actual Cost ¹ Expended
1	Total non-CFF Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	76,524			
3	1408 Management Improvements	90,782			
4	1410 Administration (may not exceed 10% of line 21)	76,524			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	125,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	50,700			
10	1460 Dwelling Structures	290,706			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	25,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				
18a	1501 Collateralization or Debt Service paid by the PHA	30,000			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)				
21	Amount of line 20 Related to LBP Activities	\$765,236	\$ 0.00	\$ 0.00	\$ 0.00
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of President/CEO		Date 10/27/2016		Signature of Public Housing Director	
				Date	

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFF Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 8/31/2011

Part II: Supporting Pages		Federal FFY of Grant: 2017					
PHA Name: Palatka Housing Authority		Grant Type and Number Capital Fund Program Grant No: FL29P057501-17 CFFP (Yes/No): Replacement Housing Factor Grant No:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²
AMP 11,12,14,15,16	OPERATIONS	1406	5 SITES	\$15,304.80			
		11.1406		\$21,135.93			
		12.1406		\$18,220.36			
		14.1406		\$15,305.20			
		15.1406		\$6,558.11			
		16.1406		\$76,524			
	Total for Account 1406						
	MANAGEMENT IMPROVEMENTS	1408	5 SITES	\$6000.00			
	Resident Services/Dev. Activities	11.1408		\$8,286.00			
		12.1408		\$7,143.00			
		14.1408		\$6000.00			
		15.1408		\$2,571.00			
		16.1408		\$30,000.00			
	Subtotal Resident/Dev. Activities						
	Management Improvement Wages	11.1408.20		\$8,000.00			
		12.1408.20		\$11,048.00			
		14.1408.20		\$9524.00			
		15.1408.20		\$8,000.00			

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
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Part II: Supporting Pages		Grant Type and Number Capital Fund Program Grant No: FL29P057501-17 CFPP (Yes/No): Replacement Housing Factor Grant No:		Federal FFY of Grant: 2017		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost Original	Total Actual Cost Funds Obligated ²	Status of Work
	Consultant Services	11.1408.40		\$400.00	Funds Expended ²	
		12.1408.40		\$552.40		
		14.1408.40		\$476.20		
		15.1408.40		\$400.00		
		16.1408.40		\$171.40		
	Subtotal Consultant Services			\$2,000		
	Total Account 1408			\$90,782		
AMP 11,12,14,15,16	ADMINISTRATION	1410	5 SITES			
	Administrative Costs	11.1410		\$15,304.80		
		12.1410		\$21,135.93		
		14.1410		\$18,220.36		
		15.1410		\$15,305.20		
		16.1410		\$6,558.11		
	Total Account 1410			\$76,524.00		
	FEES & COSTS	1430				
	Fees and Costs	11.1430		\$3,000		

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
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Part II: Supporting Pages		Grant Type and Number Capital Fund Program Grant No: FL29P057501-17 CFFP (Yes/No): Replacement Housing Factor Grant No:		Federal FFY of Grant: 2017			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work	
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²
		12.1430		\$4,143.00			
		14.1430		\$3,571.50			
		15.1430		\$3,000.00			
		16.1430		\$1,285.00			
	Subtotal Fees and Costs			\$15,000.00			
	Mod Officer & Clerk of Works Wages	11.1430.50		\$17,000.00			
		12.1430.50		\$23,477.00			
		14.1430.50		\$20,238.50			
		15.1430.50		\$17,000.00			
	Subtotal Mod/Clerk of Works Wages	16.1430.50		\$7,284.50			
				\$85,000			
	Mod Officer/Clerk of Works Benefits	11.1430.55		\$5,000.00			
		12.1430.55		\$6,905.00			
		14.1430.55		\$5,952.50			
		15.1430.55		\$5,000.00			
	Subtotal Mod/Clerk of Works Benefits	16.1430.55		\$2,142.50			
				\$25,000.00			

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U.S. Department of Housing and Urban Development
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 Expires 8/31/2011

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2017		
PHA Name: Palatka Housing Authority		Capital Fund Program Grant No: FL29P057501-17				
		CFFP (Yes/ No):				
		Replacement Housing Factor Grant No:				
Development Number Name/PHA- Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
	Total Account 1430			Original	Funds Obligated ²	Funds Expended ²
AMP 11,12,14,15,16	SITE IMPROVEMENTS	1450	5 SITES	\$125,000		
	CPTED/Landscaping	11.1450.10		\$10,000.00		
		12.1450.10		\$13,810.00		
		14.1450.10		\$11,905.00		
		15.1450.10		\$10,000.00		
		16.1450.10		\$4,285.00		
	Subtotal CPTED/Landscaping			\$50,000.00		
AMP 14 AND 16	Parking	1450	2 SITES			
		11.1450.20		\$80.00		
		14.1450.20		\$320.00		
	Subtotal Parking			\$400.00		
	Security Lighting/Camera	1450	5 SITES			
		11.1450		\$20.00		
		12.1450		\$27.62		
		14.1450		\$23.81		

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
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 Expires 8/31/2011

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2017		
PHA Name: Palatka Housing Authority		Capital Fund Program Grant No: FL290057501-17				
		CFFP (Yes/ No):				
		Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
				Original	Revised ¹	Funds Obligated ²
		15.1450		\$20.00		Funds Expended ²
		16.1450		\$ 8.57		
	Subtotal Security Lighting/Camera			\$100.00		
	Sidewalks/Curbing	1450	5 SITES			
		11.1450		\$20.00		
		12.1450		\$27.62		
		14.1450		\$23.81		
		15.1450		\$20.00		
		16.1450		\$ 8.57		
	Subtotal Sidewalks/Curbing			\$100.00		
AMP 14	Fencing	14.1450	1 SITE	\$100.00		
	Subtotal Fencing			\$100.00		
	Total Account 1450			\$50,700.00		
	DWELLING STRUCTURES	1460				
AMP 11,12,14,15,16	Bed Bug Treatment	11.1460	1 SITE	\$10,000.00		
		12.1460		\$13,810.00		

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 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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U.S. Department of Housing and Urban Development
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 Expires 8/31/2011

Part II: Supporting Pages		Grant Type and Number		Federal FFY of Grant: 2017		
PHA Name: Palatka Housing Authority		Capital Fund Program Grant No: FL29P057501-17				
		CFFP (Yes/No):				
		Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Total Actual Cost	Status of Work
				Original	Revised ¹	Funds Obligated ²
						Funds Expended ²
57-15	Security Screen Doors	15.1460	1 SITE	\$100.00		
	Subtotal Security Screen Doors	1460		\$100.00		
57-11,12,14,15,16	Vacant Unit Turnaround	11.1460	5 SITES	\$5,800.20		
		12.1460		\$8,010.08		
		14.1460		\$6,905.14		
		15.1460		\$5,800.20		
		16.1460		\$2,485.39		
	Subtotal Vacant Unit Turnaround	1460		\$29,001.00		
57-11,12,14,15,16	Door Repair/Door Opening	1460	5 SITES	\$1,000.00		
		11.1460		\$1,381.00		
		12.1460		\$1,190.50		
		14.1460		\$1,000.00		
		15.1460		\$ 428.50		
		16.1460		\$5,000.00		
	Subtotal Door Repair/Door Opening					
	Subtotal Account 1460			\$290,706.00		

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 8/31/2011

Part III: Implementation Schedule for Capital Fund Financing Program		Federal FFY of Grant: 2017	
PHA Name: Palatka Housing Authority		Reasons for Revised Target Dates ¹	
Development Number Name/PHA-Wide Activities	All Funds Expended (Quarter Ending Date)	Actual Expenditure End Date	
		Original Expenditure End Date	Actual Expenditure End Date
57-11, 12, 14, 15, 16	Operations	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Resident Services/Development Activities	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Training and Travel	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Staff Uniforms	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Consultant Services	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Administrative Costs	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Fees and Costs	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	CPTED/Landscaping	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Security Lighting	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Sidewalk/Curbing	9/1/2017	9/1/2019
57-12	Water Distribution/Water Heaters	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Exterior Pressure Washing	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Kitchen Cabinets	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Security Screen Doors	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Door Repair/Door Opening	9/1/2017	9/1/2019
57-11, 12, 14, 15, 16	Development	9/1/2017	9/1/2019

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2001

Part I: Summary

PHA Name/Number Development Number and Name	Palatka Housing Authority Work Statement for Year 1 FFY 2017	Locality (City/County & State)			Revision No:	
		Work Statement for Year 2 FFY 2018	Work Statement for Year 3 FFY 2019	Work Statement for Year 4 FFY 2020	Work Statement for Year 5 FFY 2021	
AMP 11,12,14,15,16	Approved Statement	Operations	Operations	Operations	Operations	Operations
AMP 11,12,14,15,16 Central Office	SPN	Resident Services/Dev. Activities Training and Travel	Resident Services/Dev. Activities Trainings and Travel	Resident Services/Dev. Activities Training and Travel	Resident Services/Dev. Activities Training and Travel	Resident Services/Dev. Activities Training and Travel
AMP 11,12,14,15,16	Approved Statement	Consultant Services Administrative Costs	Consultant Services Administrative Costs	Consultant Services Administrative Costs	Consultant Services Administrative Costs	Consultant Services Administrative Costs
AMP 11,12,14,15,16	Approved Statement	Fees and Costs CPTED/Landscaping	Fees and Costs CPTED/Landscaping	Fees and Costs CPTED/Landscaping	Fees and Costs CPTED/Landscaping	Fees and Costs CPTED/Landscaping
AMP 11,12,14,15,16	Approved Statement	Sidewalks/Curbing Fencing	Door Repair/Door Opening Fencing	Door Repair/Door Opening Fencing	Door Repair/Door Opening Fencing	Door Repair/Door Opening Fencing
AMP 14	Approved Statement	Door Repair/Door Opening	Door Repair/Door Opening	Door Repair/Door Opening	Door Repair/Door Opening	Door Repair/Door Opening
AMP 14	Approved Statement	Bed Bug Treatment Roofing	Bed Bug Treatment Roofing	Bed Bug Treatment Roofing	Bed Bug Treatment Roofing	Bed Bug Treatment Roofing
AMP 11,12,14,15,16	Approved Statement	Roofing	Bed Bug Treatment Exterior Pressure Washing	Bed Bug Treatment Exterior Pressure Washing	Bed Bug Treatment Exterior Pressure Washing	Bed Bug Treatment Exterior Pressure Washing
AMP 11,12,14,15,16	Approved Statement	Vacant Unit Turnaround	Vacant Unit Turnaround	Vacant Unit Turnaround	Vacant Unit Turnaround	Vacant Unit Turnaround
AMP 15	Approved Statement	Bath Remodel	Security Screen Doors	Security Screen Doors	Security Screen Doors	Security Screen Doors
AMP 11, 14, 15	Approved Statement	Kitchen/Closet Remodel	Bath Remodel	Bath Remodel	Bath Remodel	Bath Remodel
AMP 11, 12, 14, 15, 16	Approved Statement	Maintenance Vans	Kitchen/Closet Remodel	Kitchen/Closet Remodel	Kitchen/Closet Remodel	Kitchen/Closet Remodel
AMP 14, 15	Approved Statement	Rehab/Repair	Appliances	Appliances	Appliances	Appliances
AMP 11	Approved Statement	Development	Rehab Repair	Rehab Repair	Rehab Repair	Rehab/Repair
			Development	Development	Development	Development

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2017	Work Statement for Year 2 FFY 2018		Work Statement for Year 3 FFY 2019			
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
See Appendix Statement	AMP 11, 12, 14, 15, 16	1406 Operations	\$76,524	AMP 11, 12, 14, 15, 16	1406 Operations	\$76,524
	Subtotal 1406		\$76,524	Subtotal 1406		\$76,524
	AMP 11, 12, 14, 15, 16	1408 Mgmt. Improve. Resident Serv/Dev. Activities	\$30,000	AMP 11, 12, 14, 15, 16	1408 Mgmt. Improve. Resident Serv/Dev. Activities	\$30,000
		Mgmt. Imprv/Wages	\$40,000		Mgmt. Imprv/Wages	\$40,000
		Mgmt. Imprv/Benefits	\$15,782		Mgmt. Imprv/Benefits	\$15,782
		Training & Travel	\$3,000		Training & Travel	\$3,000
		Consultant Services	\$2,000		Consultant Services	\$2,000
	Subtotal 1408	Mgmt. Improvements	\$90,782	Subtotal 1408	Mgmt. Improvements	\$90,782
	AMP 11, 12, 14, 15, 16	1410 Administration		AMP 11, 12, 14, 15, 16	1410 Administration	
		Administrative Costs	\$76,524		Administrative Costs	\$76,524
		Administration	\$76,524		Administration	\$76,524
	AMP 11, 12, 14, 15, 16	Fees & Costs	\$15,000	AMP 11, 12, 14, 15, 16	Fees & Costs	\$15,000
		Clerk of Work Wages	\$85,000		Clerk of Work Wages	\$85,000
		Clerk of Work Benefits	\$25,000		Clerk of Work Benefits	\$25,000
	Subtotal 1430	Fees & Costs	\$125,000	Subtotal 1430	Fees & Costs	\$125,000
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part II: Supporting Pages – Physical Needs Work Statement(s)		Work Statement for Year 2 FFY 2018		Work Statement for Year 3 FFY 2019		
Work Statement for Year 1 FFY 2017	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
	AMP 11, 12, 14, 15, 16	1450 Site Improvements	\$25,020	AMP 11, 12, 14, 15, 16	1450 Site Improvements	\$25,020
	AMP 14, 15	CPTED/Landscaping	\$0	AMP 14, 15	CPTED/Landscaping	\$0
	AMP 14	Security Lighting	\$1,000	AMP 11, 15	Security Lighting	\$25,000
		Fencing			Fencing	\$0
					Mailbox Upgrade	\$0
	Subtotal 1450	Site Improvements	\$26,020	Subtotal 1450	Site Improvements	\$50,020
	AMP 11, 12, 14, 15, 16	1460 Dwelling Structures	\$50,000	AMP 14	1460 Dwelling Structures	\$50,000
	AMP 11, 12, 14, 15, 16	Bed Bug Treatment	\$100,000	AMP 11, 12, 14, 15	Roofing	\$50,000
	AMP 11, 12, 14, 15, 16	Roofing	\$54,839	AMP 11, 12, 14, 15, 16	Bed Bug Treatment	\$30,763
	AMP 15	Vacant Unit Turnaround	\$10,000	AMP 11, 14, 15	Vacant Unit Turnaround	\$10,000
	AMP 11, 14, 15	Door Repair/Opening	\$10,000	AMP 11, 14, 15	Security Screen Doors	\$72,548
	AMP 11, 12, 14, 15, 16	Bath Remodel	\$125,547	AMP 11, 14, 15	Bath Remodel	\$82,475
	Subtotal 1460	Kitchen/Closet Remodel	\$300,386	Subtotal 1460	Kitchen/Closet Remodel	\$5,000
		Dwelling Structures			Door Repair/Opening	\$250,786
	AMP 15	1465 Dwelling Equipment	\$0	AMP 14	Dwelling Structures	
	Subtotal 1465	Appliances	\$0	Subtotal 1465	1465 Dwelling Equipment	\$75,600
		Dwelling Equipment	\$0		Appliances	\$75,600
		Subtotal of Estimated Cost	\$		Dwelling Equipment	\$75,600
		Subtotal of Estimated Cost	\$		Subtotal of Estimated Cost	\$

Work Statement for Year 1 FFY 2017	Work Statement for Year 4 FFY 2020		Work Statement for Year 5 FFY 2021			
	Development Number/Name	Major Work Categories	Estimated Cost	Development Number/Name	Major Work Categories	Estimated Cost
	AMP 11, 12, 14, 15, 16	1406 Operations	\$76,524	AMP 11, 12, 14, 15, 16	1406 Operations	\$76,524
	Subtotal 1406		\$76,524	Subtotal 1406		\$76,524
	AMP 11, 12, 14, 15, 16	1408 Mgmt. Improvements		AMP 11, 12, 14, 15, 16	1408 Mgmt. Improvements	
		Resident Serv/Dev Activities	\$30,000		Resident Serv/Dev Activities	\$30,000
		Mgmt. Improvement Wages	\$40,000		Mgmt. Improvement Wages	\$40,000
		Mgmt. Improvement Benefits	\$15,782		Mgmt. Improvement Benefits	\$15,782
		Training & Travel	\$3,000		Training & Travel	\$3,000
		Consultant Services	\$2,000		Consultant Services	\$2,000
	Subtotal 1408		\$90,782	Subtotal 1408		\$90,782
	AMP 11, 12, 14, 15, 16	1410 Administration		AMP 11, 12, 14, 15, 16	1410 Administration	
		Administrative Costs	\$76,524		Administrative Costs	\$76,524
		Administration	\$76,524		Administration	\$76,524
	Subtotal 1410		\$15,000	Subtotal 1410		\$15,000
	AMP 11, 12, 14, 15, 16	1430 Fees & Costs	\$85,000	AMP 11, 12, 14, 15, 16	1430 Fees & Costs	\$85,000
		Clerk of the Works Wages	\$25,000		Clerk of the Works Wages	\$25,000
		Clerk of the Works Benefits			Clerk of the Works Benefits	
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2017	Work Statement for Year 4 FFY 2020		Work Statement for Year 5 FFY 2021			
	Development Number/Name	Major Work Categories Fees & Costs	Estimated Cost	Development Number/Name	Major Work Categories Fees & Costs	Estimated Cost
	Subtotal 1430		\$125,000	Subtotal 1430		\$125,000
	AMP 11, 12, 14, 15, 16	1450 Site Improvements	\$25,020	AMP 11, 12, 14, 15, 16	1450 Site Improvements	\$10,000
		CPTED/Landscaping	\$5,000		CPTED/Landscaping	\$20,000
		Fencing			Fencing	
	Subtotal 1450		\$30,020	Subtotal 1450		\$30,000
		Site Improvements			Site Improvements	
	AMP 14, 15	1460 Dwelling Structures			1460 Dwelling Structures	
	AMP 11, 12, 14, 15, 16	Door Repair/Opening	\$10,000		Door Repair/Opening	\$10,000
	AMP 11, 12, 14, 15, 16	Bed Bug Treatment	\$50,000		Bed Bug Treatment	\$50,000
	AMP 11, 12	Vacant Unit Turnaround	\$52,750	AMP 11, 12, 14, 15, 16	Vacant Unit Turnaround	\$40,270
		Roofing	\$50,000	AMP 11, 12	Roofing	\$100,000
	AMP 11, 14, 15	Bath Remodel	\$133,636	AMP 11, 14, 15	Bath Remodel	\$117,231
	AMP 11, 14, 15	Kitchen/Closet Remodel	\$25,000	AMP 11, 14, 15	Kitchen/Closet Remodel	\$25,000
	Subtotal 1460		\$321,386	Subtotal 1460		\$342,501
		Dwelling Structures			Dwelling Structures	
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Work Statement for Year 1 FFY 2017	Work Statement for Year 4 FFY 2020		Work Statement for Year 5 FFY 2021			
	Development Number/Name	Major Work Categories 1465 Dwelling Equipment Appliances	Estimated Cost	Development Number/Name	Major Work Categories 1465 Dwelling Equipment Appliances	Estimated Cost
	AMP 14		\$0	AMP 14		\$10,000
	Subtotal 1465	Dwelling Equipment	\$0	Subtotal 1465	Dwelling Equipment	\$10,000
		1470 Non-Dwelling Structures Rehab/Repair	\$5,000		1470 Non-Dwelling Structures Rehab/Repair	\$0
		Subtotal 1470	\$5,000	AMP 11	Non-Dwelling Structures	\$0
		1475 Non-Dwelling Equip Maintenance Vans Non-Dwelling Equip	\$15,000		1475 Non-Dwelling Equip Maintenance Vans	\$12,905
		Subtotal 1475	\$15,000	Subtotal 1475	Non-Dwelling Equip	\$12,905
	AMP 11	1499 Development Development	\$25,000	AMP 11	1499 Development Development	\$1,000
	Subtotal 1499	Development	\$25,000	Subtotal 1499	Development	\$1,000
		Total Year 4	\$765,235		Total Year 5	\$765,235
		Subtotal of Estimated Cost	\$		Subtotal of Estimated Cost	\$

**PALATKA HOUSING AUTHORITY
PUBLIC HOUSING
Public Housing Dwelling Lease Addendum
Smoke-Free Policy**

Effective ____/____/____

The Smoke-Free Policy is being incorporated in and made part of the Public Housing Dwelling Lease (the "Lease"), as a Lease Addendum dated ____/____/____ made between the Landlord and the Resident, _____, Unit Address /# _____.

I. BACKGROUND

In February 2015, the Centers for Disease Control published its Vital Signs report on secondhand smoke, which includes but is not limited to the following findings: (1) one in four nonsmokers (58 million people) in the United States are exposed to secondhand smoke; (2) two in five children (including seven in ten Black children) are exposed to secondhand smoke; (3) one in three nonsmokers who live in rental housing are exposed to secondhand smoke; (4) secondhand smoke exposure is more common among children ages three to 11, Blacks, people living below the poverty level, and those who rent housing; (5) about 80 million Americans live in multi-unit housing and can be exposed to unwanted secondhand smoke in their home; and (6) people who live in public housing are especially affected by secondhand smoke, including children, the elderly, and people with disabilities. The United States Surgeon General has stated that there is no risk-free level of exposure to secondhand smoke and the best way to keep children and adults safe from secondhand smoke is to ban all smoking indoors. Further, nationwide there are more than 1.2 million families who reside in public housing of which there are approximately 39 percent of the public housing residents who are between the ages of zero to 17 and approximately 15 percent who are 62 or older it has been proven that exposure to smoke, whether direct or secondhand, causes adverse health outcomes such as asthma and other respiratory illnesses, cardiovascular disease, and cancer.

The U.S. Department of Housing and Urban Development (HUD) published a proposed rule (24 Code of Federal Regulation Parts 965 and 966) on November 17, 2015, that will require each public housing agency administering public housing programs to implement a smoke-free policy. Previously, HUD had also issued Notice PIH 2012-25 strongly encouraging housing agencies to implement a Smoke-Free Policy. The Palatka Housing Authority Smoke-Free Policy will be incorporated into the Admissions and Continued Occupancy Policy, the public housing community policies, and the public housing lease for all public housing developments, excluding single-family affordable housing developments owned and operated by Palatka Housing Authority.

II. APPLICABILITY

The Palatka Housing Authority is incorporating the Smoke-Free Policy as follows:

Public Housing Program: HUD regulation 24 CFR 965 and 966 require that public housing agencies implement a policy prohibiting tobacco products in all living units, indoor common areas, and administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the housing or administrative office buildings. The smoke-free policy is included in the Admissions and Continued Occupancy Policy (ACOP) as Appendix F. The

Smoke-Free Policy is also incorporated as part of the Public Housing Dwelling Lease between the "Landlord" (the PHA) and the "Resident", as a Lease Addendum, by completing and signing the box provided below.

III. PURPOSE OF SMOKE-FREE POLICY

The above parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) increased maintenance, cleaning and redecorating costs from smoking/ (iii) increased risk of fire from smoking; and (iv) the higher costs of fire insurance for non-smoke-free buildings.

A. Definitions

1. **Smoking:** The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, electronic cigarette, or other tobacco product or similar lighted products in any manner or in any form.
2. **Common Area:** Areas within the building interior that are open to the public, including but not limited to entryways, lobbies, management offices, public restrooms, community rooms, community kitchens, stairwells, playgrounds, and any other area of the building that is accessible to Resident(s), guests and employees.
3. **No Smoking Area:** The dwelling unit occupied by Resident(s) and members of Resident's household, any interior common area, including but not limited to community rooms, community bathrooms, lobbies, reception areas, stairways, offices within all living units, and areas outside the building that are within 25 feet from the building or common areas including entryways, and porches.
4. **Designated Smoking Area:** An area designated by the Landlord.

IV. IMPLEMENTATION AND ENFORCEMENT OF SMOKE-FREE POLICY

1. Resident's Responsibilities

- a) Resident(s) and members of the Resident's Household shall not smoke anywhere in No Smoking Areas, including in the unit rented by Resident(s), the building where Resident's dwelling is located, or in any of the common areas or adjoining grounds or such building including the steps, or yards.
- b) Resident(s) shall inform Resident's guests of the Smoke-Free Policy and shall not permit any guests or visitors under the control of Resident to smoke in any zone designated as No Smoking Area.
- c) Resident(s) shall promptly notify Landlord of any incident where smoke from tobacco, electronic cigarette, or similar products, is migrating into the Resident's unit from sources outside the Resident's unit.

2. Landlord's Responsibilities

- a) Landlord shall take reasonable steps to enforce the non-smoking terms of its leases and maintain the No Smoking Area as smoke-free as is reasonably possible. Such reasonable steps include but are not limited to providing residents with orientation, warnings, housekeeping inspections, and appropriate notices of lease violations.

- b) Landlord shall post non-smoking signs at entrances and exits, in common areas, and in noticeable places adjoining the grounds of the No Smoking Area.
 - c) Landlord shall designate specific smoking areas outside the No Smoking Areas, depending on the type of development and as permitted by availability of space.
 - d) Landlord may refer Resident(s) violating the Smoke-Free Policy to the smoke cessation programs offered by the Florida Department of Health in Putnam County's Tobacco Prevention and Control Program. For more information, please contact the Tobacco Free Partnership of Putnam County at (386) 326-3253.
 - e) Landlord may enforce this policy in phases within the next three (3) years, to ensure education of residents, and in accordance with the type of development (i.e., elderly developments).
3. Landlord Not a Guarantor of Smoke-Free Environment
- a) Landlord's adoption of smoke-free living environment does not make the Landlord or any of its managing agents the guarantor of Resident's health or of the non-smoking condition of the Resident's unit and the common areas.
 - b) Landlord is not required to take steps in response to smoking unless Landlord is notified.

V. PENALTIES FOR VIOLATION OF SMOKE-FREE POLICY

1. Resident(s) acknowledges that up to two (2) Warnings will be issued by the Landlord for each reported or detected smoking incident, to be documented in the resident's records.
2. After a second written Warning, Landlord will provide Resident(s) with a referral to the Florida Department of Health in Putnam County's Prevention and Control Program and notify Resident(s), that a subsequent violation of the Smoke-Free Policy may result in assessment of fines, and ultimately in termination of housing assistance.
3. Resident acknowledges that there may be an assessment of a fine up to \$50.00 for each smoking incident reported to or detected by Landlord, upon verification.

VI. DISCLAIMER BY LANDLORD

1. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property.
2. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke.

3. Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises.

A breach of the Lease Addendum shall give each party the rights contained in the Lease. Continuing breach of the Lease Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Landlord's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident and resident's guests, as well as by other residents and guests in other parts of the No Smoking Areas. Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease for those Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke.

IN WITNESS THEREOF, the parties have executed this Lease Addendum this _____ day of _____, in the year _____ at Palatka Housing Authority, Palatka, Florida.

RESIDENT

PALATKA HOUSING AUTHORITY

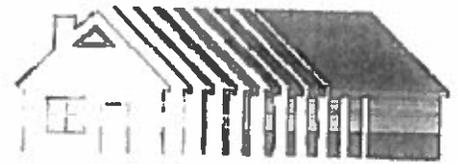
Resident (Head of Household)

Landlord/Authorized Representative

Spouse (if applicable)

Family/Household Member (18 or older)

**PALATKA
HOUSING
AUTHORITY**



Serving Palatka's Housing Needs Since 1962

August 9, 2016

Mr. Ellis Henry, Director
U. S. Department of Housing and Urban Development
Office of Public Housing / Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202-4439

Re: Audit Finding Corrective Action Plan

Dear Mr. Henry:

The Palatka Housing Authority respectfully submits the following corrective action plan for the year ended March 31, 2016.

Name and Address of independent public accounting firm:

Berman Hopkins Wright & LaHam, CPAs and Associates, LLP
8035 Spyglass Hill Road
Melbourne, FL 32940

Audit period: April 1, 2015 – March 31, 2016

The findings from the March 31, 2016 schedule of findings and questioned costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

2016-001 Eligibility

Public and Indian Housing, CFDA Number 14.850

Significant Deficiency

Other matter required to be reported in accordance with the Uniform Guidance

Condition: Out of a total tenant population of approximately 420, 40 tenant files were tested and the following deficiencies were noted:

- Two files had income calculation errors
- Four files had interim examinations that were performed but not in the file
- One file had an incorrect deduction for disability

Auditors' Recommendation: The Authority should follow procedures, systems and controls to ensure full compliance in regards to rent calculations and third

party verifications. The Authority needs to correct the deficiencies noted in the tested files.

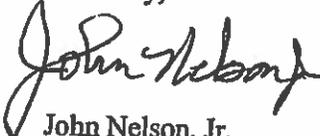
Action Taken:

The Palatka Housing Authority (Low Rent Public Housing) has re-instituted procedures to assist Low Rent Public Housing Staff to maintain proper compliance with tenant eligibility requirements, rent calculations and third party verifications. Deficiencies noted were corrected as of June 28, 2016. File reviews delegated to Director of Housing.

- A. Correct deficiencies noted in "test" files
- B. New tenant files shall be reviewed for rent calculation prior to lease signing
- C. Director of Housing shall review a 10% sample of tenant files quarterly for accurate rent calculation and documentation
- D. Immediately log files with examination documents

If the Department of Housing and Urban Development has questions regarding this plan, please contact me at (386) 329-0132.

Sincerely,



John Nelson, Jr.
President/CEO

JN:rw



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing the following nominal lease renewals and setting forth terms;
One-year leases effective January 1, 2017:

1. Keep Putnam Beautiful Lease on office space at 205 N. 2nd Street
2. Palatka Art League Lease on The Tilghman House
3. Heart of Putnam Food Pantry Lease on a portion of the Cooper Building
4. Palatka Duplicate Bridge Club Lease on a portion of the Cooper Building
 - a. Request to change Utility Billing Classification - Barbara Rothermel

SUMMARY:

Attached you will find renewal leases for the following four agencies, which all expire 12/31/16:

1. Keep Putnam Beautiful – A lease for office space at 205 N. 2nd Street (City Hall Annex Building). The market value of this lease is an in-kind donation by the City of Palatka to Keep Putnam Beautiful and is considered part of this Agency’s funding for their operation.
2. Palatka Art League – This lease is for the League's use of the Tilghman House. This is a renewal of the lease for the premises only, and does not include the adjoining vacant lot, which is currently used for parking.
3. Heart of Putnam Food Pantry. This is a lease for a portion of the Cooper Building, located at the corner of S. 13th Street & Crill Avenue. (521 S. 13th St.). This agency shares this building with the Duplicate Bridge Club.
4. Palatka Duplicate Bridge Club. This lease is for a portion of the Cooper Building, located at the corner of S. 13th Street & Crill Avenue (521 S. 13th St.). This Club shares the building with Heart of Putnam Food Pantry.

These are nominal leases, or \$1.00/year leases granted to organizations who 1) serve a public purpose and 2) whose membership is open to the public. These are all renewals. Terms are 1 year. It is Staff’s recommendation to renew these leases for a period of one year.

All leases stipulate the lessor shall carry premises liability insurance and name the City of Palatka as an additional co-insured. With the exception of the Keep Putnam Beautiful lease, these nominal leases contain a premises repair and maintenance clause.

In addition to its Lease Renewal, the Palatka Duplicate Bridge Club has made a request to change its Utility Billing Classification from non-residential to residential in order to get a lower water rate. The club rents a portion of the Cooper Building at the corner of 13th

Street & Crill Avenue.

RECOMMENDED ACTION:

Adopt the resolution authorizing the renewal of these four nominal leases for a period of one year, from January 1, 2017 through December 31, 2017.

Take up the request to reclassify utility billing from Palatka Duplicate Bridge Club as a separate issue. This is not included in the resolution to renew the nominal lease.

ATTACHMENTS:

Description	Type
▫ Resolution	Cover Memo
▫ Keep Putnam Beautiful Lease	Exhibit
▫ Palatka Art League Lease (Tilghman House)	Exhibit
▫ Heart of Putnam Food Pantry Lease	Exhibit
▫ Duplicate Bridge Club Lease	Exhibit
▫ Duplicate Bridge Request to reclassify utility billing	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	11/22/2016 - 12:41 PM
City Clerk	Driggers, Betsy	Approved	11/22/2016 - 12:41 PM
City Manager	Suggs, Terry	Approved	12/5/2016 - 11:07 AM

RESOLUTION NO. 2015-12-xx

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE RENEWAL AND EXECUTION OF
NOMINAL LEASE AGREEMENTS ON CITY-OWNED REAL
PROPERTY WITH PALATKA ART LEAGUE, KEEP
PUTNAM BEAUTIFUL, PALATKA DUPLICATE BRIDGE
CLUB AND HEART OF PUTNAM FOOD PANTRY, INC; AND
PROVIDING LEASE TERMS**

WHEREAS, the City of Palatka is a municipality duly organized and chartered under the laws of the State of Florida; and

WHEREAS, the City of Palatka owns certain real property which is currently leased under “Nominal” lease agreements to certain non-profit organizations that 1) serve a public purpose and 2) whose membership is open to the public; and

WHEREAS, said leases will expire on December 31, 2016; and

WHEREAS, The Palatka City Commission desires to renew said Nominal Leases effective immediately, or upon their expiration date, through December 31, 2017 at a nominal rate of One and 00/100 Dollar (\$1.00) per year.

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

SECTION 1: That the following leases be renewed for the terms stated herein:

1. Palatka Duplicate Bridge Club – for a portion of The Cooper Building located at the corner of S. 13th Street & Crill Avenue (521 N. 13th Street) from 1/1/16 through 12/31/16 (see Exhibit “A” attached hereto)
2. Heart of Putnam Food Pantry, Inc. – for a portion of The Cooper Building located at the corner of S. 13th Street & Crill Avenue (521 N. 13th Street), from 1/1/16 through 12/31/16 (see Exhibit “B” attached hereto);
3. Keep Putnam Beautiful, Inc. – for office space located at 205 N. 2nd Street (City Hall Annex) from 1/1/16 through 12/31/16 (see Exhibit “C” attached hereto);
4. Palatka Art League – for the Tilghman House, located at 324 River Street, from 1/1/16 through 12/31/16 (see Exhibit “D” attached hereto)

SECTION 2: That the City Manager and City Clerk are hereby authorized to execute and attest the leases herein described and attached hereto as Exhibits “A,” “B,” “C,” and “D.”

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of December, 2016.

PALATKA CITY COMMISSION

BY: _____

LEASE AGREEMENT

This Lease Agreement, dated this _____ day of _____, 20____, is made and executed in duplicate by and between the **City of Palatka**, a municipal corporation existing under the laws of the State of Florida, herein called "Lessor," and **Keep Putnam Beautiful, Inc.**, whose mailing address is 205 N. 2nd Street, Palatka FL 32177, a non-profit corporation existing under the laws of the State of Florida, herein called the "Lessee."

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, office space inside the building located at 205 N. 2nd Street, Palatka, Florida.
2. **Term.** The term of this lease is one year beginning January 1, 2017.
3. **Rent.** The total rent under this lease is One and no/100 (\$1.00) dollars. Lessee agrees to pay Lessor such amounts in installments of one dollar per year payable at City Hall beginning January 1, 2017 and payable on January 1 of each succeeding year throughout the term of this lease.
4. **Use of Premises.** The premises leased to be used by Lessor solely for use as an office to conduct the business of Keep Putnam Beautiful and other functions of Keep Putnam Beautiful.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Repairs and Maintenance.** Lessee, at its expense, shall maintain and keep the interior of its leased portion of the building in good repair. Lessor shall have the right, after reasonable notice, to inspect the building as to its condition and make recommendations to the Lessee. Deficiencies shall be corrected within a reasonable period of time as established by the Lessor.
7. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as office space. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.
8. **Hazard and Liability Insurance.** Lessee agrees to maintain, at Lessee's expense, personal injury/death coverage in an amount of not less than \$1,000,000; property damage liability insurance coverage in an amount of not less than \$250,000. Said policies shall name the City of Palatka as an additional insured, and a certificate of insurance will be provided annually with the City named as co-insured. The Lessor shall not be responsible

for lessee's loss of lessee's property at the premises and if lessee desires to insure against this risk, lessee shall do so at lessee's sole expense.

9. **Termination.** This lease may be terminated if, in lessor's sole discretion, the lessee ceases to serve a purpose which the lessor determines to be public in nature.
10. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
11. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
12. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2nd Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
13. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
14. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
15. **Time of Essence:** Time is of the essence to this Lease.
16. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.
17. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain

proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.

18. **Option to Renew.** At the expiration of the term of this lease it may be renewed upon the mutual agreement of the parties.

Executed at Palatka, Putnam County, Florida, this ____ day of December, 2016.

(Seal)

Attest:

CITY OF PALATKA

City Clerk

By: _____
Terry K. Suggs, City Manager

(Seal)

KEEP PUTNAM BEAUTIFUL, INC.

Witness as to Lessee

By: _____
(Signature)

Name &
Title: **Marcia Marinello, Exec. Director**
(Please Print)

Witness as to Lessee

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Marcia Marinello, who is the Executive Director of Keep Putnam Beautiful, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # _____).

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of December, 20____.

My Commission Expires:

Notary Public, State of Florida

(Seal)

LEASE AGREEMENT

This Lease Agreement, dated this 12th day of December, 2016, is made and executed in duplicate by and between the **City of Palatka**, a municipal corporation existing under the laws of the State of Florida, herein called "Lessor," and the **Palatka Art League, Inc.**, P.O. Box 722, Palatka FL 32178, a non-profit corporation existing under the laws of the State of Florida, herein called the "Lessee."

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located within the building known as the Tilghman House, located at 324 River Street, Palatka, Florida.
2. **Term.** The term of this lease is one year beginning January 1, 2017.
3. **Rent.** The total rent under this lease is One and no/100 dollar (\$1.00). Lessee agrees to pay Lessor such amounts in installments of one dollar per year payable at City Hall beginning January 1, 2016 and payable on January 1 of each succeeding year throughout the term of this lease.
4. **Use of Premises.** The premises leased to be used by Lessor solely for the regularly scheduled meetings of the Palatka Art League and other functions of the Palatka Art League.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Payment of Utilities.** Lessee shall directly pay all utility cost assessed to the building at the end of each month. Failure to keep payments of utilities current will be considered a violation of this Lease. The City will invoice the Lessee monthly for security alarm services on a monthly basis, and Lessee shall pay the invoice within ten (10) days of receipt.
7. **Repairs and Maintenance.** Lessee, at Lessee's sole expense, shall perform all routine repairs and maintenance required at the Leased Premises during the term of this lease, and shall maintain and keep the interior and exterior of the building in good repair. All such repairs and maintenance shall be accomplished in a fashion that is in compliance with all applicable codes and regulations, including but not limited to, applicable building codes. All non-routine repairs and maintenance required at the leased premises shall be accomplished by the Lessor at Lessor's expense. The Lessor, in Lessor's sole discretion, shall determine if a non-routine repair is required at the Leased Premises. For purposes of this paragraph, "routine" repair shall be defined as any single repair/maintenance, the cost of which will not exceed the amount of One Thousand dollars (\$1,000.00). Any/All major renovations or substantial modifications to the leased premises may be accomplished only with the written consent of the Lessor and then, unless otherwise agreed in writing, at the sole expense of the Lessee. For purposes of this paragraph, "major renovation or substantial modification" shall be defined as any significant change in, addition to, or demolition of the Leased Premises, including but not limited to, addition of rooms, change of interior floor plan, change in interior ceiling, change in sub-floor, or any other modification which changes the basic structural components of the leased premises. Lessor shall have the right, after reasonable notice, to inspect the building as to its condition and make recommendations to the Lessee. Deficiencies shall be corrected within a reasonable period of time as established by the Lessor.

8. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as a meeting place for the Palatka Art League. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.
9. **Hazard and Liability Insurance.** Lessee agrees to maintain, at Lessee's expense, personal injury/death coverage in an amount of not less than \$1,000,000; property damage liability insurance coverage in an amount of not less than \$250,000.00. Said policies shall name the City of Palatka as an additional insured certificate of insurance will be provided annually with the City named as co-insured. The Lessor shall not be responsible for lessee's loss of lessee's property at the premises and if lessee desires to insure against this risk, lessee shall do so at lessee's sole expense.
10. **Termination.** This lease may be terminated if, in lessor's sole discretion, the lessee ceases to serve a purpose which the lessor determines to be public in nature.
11. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
12. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
13. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2nd Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
14. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
15. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.

- 16. **Time of Essence:** Time is of the essence to this Lease.
- 17. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.
- 18. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.
- 19. **Option to Renew.** At the expiration of the term of this lease it may be renewed upon the mutual agreement of the parties.

Executed at Palatka, Putnam County, Florida, this ____ day of _____, 20 ____.

(Seal)

Attest:

CITY OF PALATKA

City Clerk

By: _____
Terry K. Suggs, City Manager

(Seal)

PALATKA ART LEAGUE, INC.

Witness as to Lessee

By: _____
(Signature)

Witness as to Lessee

Name & Title: _____
(Please Print)

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I **HEREBY CERTIFY** that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, who is the _____ of the Palatka Art League, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # _____)

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 20 ____.

My Commission Expires:
(Seal)

Notary Public, State of Florida

LEASE AGREEMENT

This Lease Agreement, dated this _____ day of _____, 20____, is made and executed in duplicate by and between the **City of Palatka**, a municipal corporation existing under the laws of the State of Florida, herein called Lessor, and the **Heart of Putnam Food Pantry, Inc, P. O. Box 74, Palatka, FL 32178**, a non-profit corporation existing under the laws of the State of Florida, herein called the Lessee.

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located within the building known as the Cooper Building and comprising an area of 30 feet by 50 feet on the South side of the building. The building is located at 521 S. 13th Street, on the Northeast corner of the intersection of 13th Street and Crill Avenue in the City of Palatka, Florida, and more particularly described as:
That part of Block 211 of the City of Palatka, lying North of Crill Avenue
2. **Term.** The term of this lease is twelve months beginning January 1, 2017 and ending December 31, 2017.
3. **Rent.** The total rent under this lease is one and no/100 (\$1.00) dollar. Lessee agrees to pay Lessor one dollar payable at City Hall on or before January 1, 2017.
4. **Use of Premises.** The premises leased to be used by Lessor solely as office space for the American Red Cross and its related operations.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Payment of Utilities.** Lessee shall pay all utility cost assessed to the building at the end of each month. Failure to keep payments of utilities current will be considered a violation of this Lease.
7. **Repairs and Maintenance.** Lessee, at Lessee's sole expense, shall perform all routine repairs and maintenance required at the Leased Premises during the term of this lease, and shall maintain and keep the interior and exterior of its leased portion of the building in good repair. All such repairs and maintenance shall be accomplished in a fashion that is in compliance with all applicable codes and regulations, including but not limited to, applicable building codes. All non-routine repairs and maintenance required at the leased premises shall be accomplished by the Lessor at Lessor's expense. The Lessor, in Lessor's sole discretion, shall determine if a non-routine repair is required at the Leased Premises. For purposes of this paragraph, "routine" repair shall be defined as any single repair/maintenance, the cost of which will not exceed the amount of One Thousand dollars (\$1,000.00). Any/All major renovations or substantial modifications to the leased premises may be accomplished only with the written consent of the Lessor and then, unless otherwise agreed in writing, at the sole expense of the Lessee. For purposes of this paragraph, "major renovation or substantial modification" shall be defined as any significant change in, addition to, or demolition of the Leased Premises, including but not limited to, addition of rooms, change of interior floor plan, change in interior ceiling, change in sub-floor, or any other modification which changes the basic structural components of the leased premises. Lessor shall have the right, after reasonable notice, to inspect the building as to its condition and make recommendations to the Lessee. Deficiencies shall be corrected within a reasonable period of time as established by the Lessor.

8. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as office space for the Palatka, Putnam County Office of the American Red Cross Northeast Florida Chapter. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.
9. **Hazard and Liability Insurance.** Lessee agrees to maintain hazard and liability insurance coverage's on the building and its grounds with a single limit of \$1,000,000.00. A certificate of insurance will be provided annually with the City named as co-insured.
10. **Termination.** This lease may be terminated by mutual agreement of both parties. This lease shall be terminated upon the vacating or abandonment of the premises by Lessee, or by the Lessee's failure to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Lessee, where such failure should continue thirty (30) days after written notice of violation has been provided by Lessor to Lessee.
11. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
12. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
13. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2nd Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
14. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
15. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
16. **Time of Essence:** Time is of the essence to this Lease.

17. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.

18. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.

19. **Option to Renew.** Lessor grants to the Lessee an option to renew this lease for another term equal to the term hereof at a rental equal to the rental reserved herein. The other terms, covenants, and conditions of the renewal lease will remain the same as those herein. To exercise such option Lessee must give sixty (60) day written notice to Lessor and receive the Lessor's concurrence.

Executed at Palatka, Putnam County, Florida, this ___ day of _____, 20 ____.

(Seal)

Attest:

CITY OF PALATKA

City Clerk

By: _____
Terry K. Suggs, City Manager

(Seal)

HEART OF PUTNAM FOOD PANTRY, INC.

Witness as to Lessee

By: _____
(Signature)

Name &
Title: Jared Dollar, Chairman/Director
(Please Print)

Witness as to Lessee

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Jared Dollar, who is the Chairman/Director of the Heart of Putnam Food Pantry, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID Type and # _____).

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20 ____.

My Commission Expires:
(Seal)

Notary Public, State of Florida

8. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as a meeting place for duplicate bridge. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.
9. **Hazard and Liability Insurance.** Lessee agrees to maintain hazard and liability insurance coverage's on the building and its grounds with a single limit of \$1,000,000.00. A certificate of insurance will be provided annually with the City named as co-insured.
10. **Termination.** This lease may be terminated by mutual agreement of both parties. This lease shall be terminated upon the vacating or abandonment of the premises by Lessee, or by the Lessee's failure to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Lessee, where such failure should continue thirty (30) days after written notice of violation has been provided by Lessor to Lessee
11. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
12. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
13. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2nd Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
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15. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
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19. **Option to Renew.** Lessor grants to the Lessee an option to renew this lease for another term equal to the term hereof at a rental equal to the rental reserved herein. The other terms, covenants, and conditions of the renewal lease will remain the same as those herein. To exercise such option Lessee must give sixty (60) day written notice to Lessor and receive the Lessor's concurrence.

Executed at Palatka, Putnam County, Florida, this ____ day of _____, 20__.

(Seal)

Attest:

CITY OF PALATKA

City Clerk

By: _____
Terry K Suggs, City Manager

(Seal)

Palatka Duplicate Bridge Club, Inc.

Witness as to Lessee

By: _____
(Signature)

Witness as to Lessee

Name &
Title: _____
(Please Print)

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____ who is the _____ of the Palatka Duplicate Bridge club, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # _____)

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____ 20__.

My Commission Expires:

Notary Public, State of Florida

(Seal)

Palatka Duplicate Bridge Club
521 S 13th St.
Palatka. FLA 32177

November 17, 2016

City of Palatka

Attn: Terry Suggs

I am writing on behalf of the Palatka Duplicate Bridge Club.

We are in a dire financial situation that will force us to close within a year or two if we can't get some relief. We are comprised almost entirely of Senior citizens and have lost many over the last several years. Our income has dropped considerably and a \$129.00 water bill is more than we can handle.

We are located at 521 S. 13th St. and share the building with the Palatka Food Bank. They also pay \$129.00 per month. We support several local charities quarterly, but that also will decline.

We do not understand why we have to pay the commercial rate for our water-we use so little. We are there one day a week for about 6 hours. There was the the possibility of converting the non-profits to residential, but nothing has come of that yet. We would like you to consider having one bill for the property which would be a tremendous help both to us and the food bank.

I am enclosing a copy of our 2015 financial statement so you can better understand our situation. Anything that can be done to relieve this situation will be greatly appreciated. I can be reached at 467-8532 if you have any questions.

Thank you.

Very truly yours



Barbara Rothermel

cc Mayor Hill

Financial Report 2015

Expenses:

ACBL	296.74
Utilities	2050.44
Supplies	211.98
Computer	170.00
Insurance	302.00
Main. Dep.	149.00
Xmas	300.00

Total Expenses 3480.16

Total Receipts 3002.43

Balance 1/1/15 4720.67
Receipts + 3002.43
Expenses - 3480.16

Balance 12/31/15 4242.94

Charities Collected

210. ⁰⁰	Humane S.
140. ⁰⁰	Conlee H.
125. ⁰⁰	Food Bank
175. ⁰⁰	Bread of Life

CITY OF PALATKA 239
523 S 13th ST
SERVICE ENDING DATE 08/07/16

METER READING		CONSUMPTION	SVC CODE	AMOUNT
PREVIOUS	PRESENT			
BALANCE FORWARD				0.00
228	229	1000		
GARBAGE				22.75
COUNTY DUMPING FEE				14.20
SEWER				41.93
SEWER PLANT REPLACEM				0.00
WATER				30.37
WATER PLANT REPLACEM				0.00
CITY TAX				3.04

*5116
8/20*

BALANCE FORWARD IS SUBJECT TO CUT-OFF WITHOUT FURTHER NOTICE. IF SERVICE IS DISCONNECTED DUE TO NON-PAYMENT, ALL CHARGES AND FEES MUST BE PAID BEFORE 4:00PM TO RECONNECT SERVICES.

BILLING DATE	PAY / ACCT ID / NUMBER	PLEASE PAY THIS AMOUNT
08/12/16	E9WA/18500	112.29

CITY OF PALATKA 243
523 S 13th ST
SERVICE ENDING DATE 09/07/16

METER READING		CONSUMPTION	SVC CODE	AMOUNT
PREVIOUS	PRESENT			
BALANCE FORWARD				0.00
229	229	0		
GARBAGE				22.75
COUNTY DUMPING FEE				14.20
SEWER				39.88
SEWER PLANT REPLACEM				0.00
WATER				28.30
WATER PLANT REPLACEM				0.00
CITY TAX				2.83

*5117
9/26*

BALANCE FORWARD IS SUBJECT TO CUT-OFF WITHOUT FURTHER NOTICE. IF SERVICE IS DISCONNECTED DUE TO NON-PAYMENT, ALL CHARGES AND FEES MUST BE PAID BEFORE 4:00PM TO RECONNECT SERVICES.

BILLING DATE	PAY / ACCT ID / NUMBER	PLEASE PAY THIS AMOUNT
09/15/16	E9WA/18500	107.96



CITY OF PALATKA 244
523 S 13th ST
SERVICE ENDING DATE 10/07/16

METER READING		CONSUMPTION	SVC CODE	AMOUNT
PREVIOUS	PRESENT			
BALANCE FORWARD				0.00
229	229	0		
GARBAGE				39.33
COUNTY DUMPING FEE				14.20
SEWER				41.93
SEWER PLANT REPLACEM				0.00
WATER				29.69
WATER PLANT REPLACEM				0.00
CITY TAX				2.97

*5119
10/26*

BALANCE FORWARD IS SUBJECT TO CUT-OFF WITHOUT FURTHER NOTICE. IF SERVICE IS DISCONNECTED DUE TO NON-PAYMENT, ALL CHARGES AND FEES MUST BE PAID BEFORE 4:00PM TO RECONNECT SERVICES.

BILLING DATE	PAY / ACCT ID / NUMBER	PLEASE PAY THIS AMOUNT
10/14/16	E9WA/18500	138.02



CITY OF PALATKA 245
523 S 13th ST
SERVICE ENDING DATE 11/07/16

METER READING		CONSUMPTION	SVC CODE	AMOUNT
PREVIOUS	PRESENT			
BALANCE FORWARD				0.00
229	229	0		
GARBAGE				39.33
COUNTY DUMPING FEE				0.00
SEWER				41.83
SEWER PLANT REPLACEM				0.00
WATER				29.69
WATER PLANT REPLACEM				0.00
CITY TAX				2.97

*#2120
11/21/16*

BALANCE FORWARD IS SUBJECT TO CUT-OFF WITHOUT FURTHER NOTICE. IF SERVICE IS DISCONNECTED DUE TO NON-PAYMENT, ALL CHARGES AND FEES MUST BE PAID BEFORE 4:00PM TO RECONNECT SERVICES.

BILLING DATE	PAY / ACCT ID / NUMBER	PLEASE PAY THIS AMOUNT
11/15/16	E9WA/18500	113.82





CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing the Mayor, City Manager and City Clerk to execute and attest a Water Taxis and Dock Operations Services Agreement with Palatka Boathouse Marina, LLC- Adopt

SUMMARY:

In 2013 Palatka Boathouse Marina was chosen by the Palatka City Commission as the successful respondent to the City of Palatka's RFP for Water Taxi and Dock Management Operations at the Riverfront Park. Attached is a proposed agreement with Palatka Boathouse Marina, LLC (PBM) for water taxi and dock operations. Under this agreement, the operator will be responsible for the maintenance, operation and oversight of the proposed terminal building, water taxis, parking, restrooms and docks within the Riverfront Park. PBM will share a portion of the revenue derived from the management of the City's Riverfront facilities, which was contained in their response to the City's RFP.

The proposed comprehensive operation is essential to providing a safe, enjoyable and marketable experience at Downtown Palatka's Riverfront Park. It is expected that this agreement will be modified as other amenities are completed and come on line (i.e. terminal building, fuel, etc.).

RECOMMENDED ACTION:

Adopt a resolution authorizing the Mayor, City Manager and City Clerk to execute and attest a Water Taxis and Dock Operations Services Agreement with Palatka Boathouse Marina, LLC

ATTACHMENTS:

Description	Type
▫ Dock Operator Resolution	Resolution
▫ Agreement	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	12/6/2016 - 7:44 AM
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 1:15 PM

RESOLUTION No. 2016-12-95

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AND ATTEST A WATER TAXIS AND DOCK OPERATIONS
SERVICES AGREEMENT WITH PALATKA BOATHOUSE
MARINA**

WHEREAS, on March 22, 2013 the City of Palatka (the **City**) issued Request for Proposals 13-003 (the **RFP**) for a qualified operator to lease the City of Palatka Riverfront Concessions to provide complete water taxis and dock operation services; and

WHEREAS, on May 23, 2013 the City adopted Resolution 2013-9-117 approving Boathouse Marina, LLC as the top ranked respondent to provide water taxis and dock operation services and authorizing the City Manager to negotiate a contract; and

WHEREAS, the parties have met and have negotiated a Water Taxis and Dock Operations Services Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein.

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

1. The Water Taxis and Dock Operations Services Agreement between Palatka Boathouse Marina, LLC and the City of Palatka (Exhibit A) is hereby approved and adopted.
2. That the Mayor, -City Manager and City Clerk are authorized to execute and attest the contract on behalf of the City of Palatka, FL.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2016.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

WATER TAXIS AND DOCK OPERATIONS SERVICES AGREEMENT
(WATER TAXIS OPERATION)

THIS AGREEMENT (hereinafter referred to as the "**Agreement**") effective the ____ day of _____, 201__, is entered into by and between Palatka Boathouse Marina, LLC ("**PBM**"), a Florida limited liability company, 329 River Street, Palatka, Florida 32177, and the City of Palatka, Florida, a Municipal Corporation, ("**City**"), 201 N. 2nd Street, Florida, 32177.

RECITALS

- A. The City owns a riverfront park located on the St. Johns River on River Street in Palatka, Florida.
- B. On March 22, 2013, the City issued Request for Proposals #13-003, soliciting proposals for the complete outsourcing of the management, maintenance and operation of the riverfront concessions, restroom facility, two water taxis and dock operation (the "RFP").
- C. On May 23, 2013, the City accepted and confirmed PBM as the top-ranked respondent to the RFP.
- D. Since 2013, the City and PBM have been working together to complete the infrastructure needed to begin operations as well as negotiating the terms of a Water Taxis and Dock Operations Services Agreement to govern PBM's management, maintenance and operation of the riverfront concessions, restroom facility, water taxis and dock operation (the "Master Agreement"). This agreement is the first part of the Master Agreement.
- E. One of the water taxis has been delivered to the City and the second is still under construction.
- F. The other planned components of the riverfront park are not yet complete.
- G. The parties are entering into this agreement governing the water taxi operation in order to commence operation of the water taxis, and will finalize the remainder of their agreement governing the management, maintenance and operation of the riverfront concessions, restroom facility, and dock operation as those components are closer to completion. The parties will use their best efforts to complete and enter into a Master Agreement no later than January 31, 2017.
- H. This Agreement serves both a public purpose and a municipal purpose.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and No/100's (\$10.00) and other good and valuable considerations paid, the receipt and adequacy of which are hereby acknowledged, and of the mutual promises and covenants set forth below, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Documents Comprising Agreement. This Agreement includes the following documents, which are incorporated herein by reference:

a. The RFP and exhibits, including the Park Operating Area, Submerged Land Lease, Public Transportation Joint Participation Agreement Contract #AQ605 (Financial Awards #'s 41057219401, 41057219490 and 41057229401), and Florida Waterways and Conservation Commission Agreements (FWCC).

b. Certificate of insurance for coverage required by paragraph 3(h), below.

3. Operation of Water Taxis.

a. Description of Water Taxis.

The two water taxis are: the Pride of Palatka II, which is a 2014 45' aluminum passenger vessel ("Pride of Palatka II"); and the Pride of Palatka I, which is a 40-45' mono-hull fiberglass vessel which is presently under construction ("Pride of Palatka I") (collectively, the "Water Taxis").

b. Term. The City engages PBM to manage operation of the Pride of Palatka I and the Pride of Palatka II until such time as the parties enter into a Master Agreement, unless terminated pursuant to paragraph 4, below. The term of this Agreement may be extended by written agreement of the parties.

c. Taxi Operation. The Pride of Palatka II has now passed Coast Guard inspection and is ready for operation, with the exception of the satisfaction of the FCC radio requirement. PBM will use its best efforts to commence operation of the Pride of Palatka II within thirty (30) days of the effective date of this agreement and completion of the FCC radio upgrade listed in paragraph 3(i), below, weather permitting. The City

will endeavor to complete the remaining items listed in paragraph 3(i) within ninety (90) days of the effective date of this Agreement. PBM will furnish labor, materials, fuel and other items deemed necessary by PBM for the normal operation and management of the Water Taxis for passenger service and will operate the Water Taxis in compliance with requirements and regulations of the United States Coast Guard ("USCG"). PBM will provide properly licensed Captains to operate the Water Taxis, with appropriate and current licenses. After the Pride of Palatka I has been approved for operation as a passenger vessel by the Coast Guard and FCC, PBM will commence operation of the Pride of Palatka I within thirty (30) days of the completion of all necessary items to place the Pride of Palatka I in service as a passenger vessel.

- d. Compensation. Compensation payments to the City shall be made monthly and shall be paid within thirty (30) days following the end of the month for which they are paid. Compensation shall be based upon twenty percent (20%) of net profit which shall be further defined as gross receipts related to the operation of the boat/boats, less all expenses related to the operation and promotion of the boat/boats. In the case of direct expenses like fuel, payroll and similar expenses, the actual monthly expense for that month is to be used. In the case of expenses that may be more variable like insurance, maintenance, professional fees and related items, these are to be based upon 1/12th of estimated annual expenses and then adjusted to reflect actual annual expense on a yearly basis.
- e. Compliance with Laws. Both parties will use their best efforts to ensure the Water Taxis and their operation comply with all applicable State and Federal laws, including the Americans with Disabilities Act ("ADA").
- f. Hours of Operation. PBM and the City will work together to determine operating hours for the Water Taxis based on demand and may adjust hours or suspend service in periods of poor weather or low ridership.
- g. Records. PBM will maintain complete and accurate financial and maintenance records as reasonably requested by the City.
- h. Insurance. The City shall pay for and maintain all necessary insurances including but not limited to Commercial General Liability policy covering personal injury/death and property damage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 per aggregate; hull insurance including fire in the amount of \$162,500 for each water taxi in operation; vessel pollution coverage with a limit of \$1,000,000 per

occurrence; Jones Act coverage to apply to all water taxi employees for statutory limits including employer's liability with a limit of Jones Act Standards ("All States" endorsement where applicable); and any other coverage required by law to legally operate a passenger vessel service. PBM will pay for Operator's Insurance through the City policy.

- i. Condition of Water Taxis. The City will endeavor in good faith to complete the following improvements to the Pride of Palatka II within ninety (90) days of the effective date of this Agreement: Small generator with inverter, Shore power set up for battery charging, fans for passenger comfort, enclosure of aft to minimize blind mosquitos while docked, ventilation/exhaust fans while closed up in dockage, rub rail improvements to protect boat for docking, engine maintenance/service plan, any interior lighting necessary for nighttime operation, and any additional FCC radio requirements.
 - j. Docking locations. There are docking locations required per the FDOT grant for the Water Taxis. The City will provide any improvements to these docking locations and to the Water Taxis necessary to meet the FDOT grant requirements.
 - k. Fuel. The City agrees to utilize their fuel provider at the City's rate with PBM crediting the City for the actual cost of fuel as part of the calculation of net profit in paragraph 3(d), above.
4. Termination.
- a. The City may provide written notice of default to PBM for breach by PBM of any of the terms, covenants and conditions contained in this Agreement, and if PBM does not cure the breach within thirty (30) days of receipt of the written notice, the City may terminate this Agreement and have no further obligations hereunder.
 - b. PBM may provide written notice of default to the City for breach by the City of any of the terms, covenants and conditions contained in this Agreement, and if the City does not cure the breach within thirty (30) days of receipt of the written notice, PBM may terminate this Agreement and have no further obligations hereunder.
 - c. PBM is making substantial investment in time and capital to set up a business to develop, manage and operate the riverfront park on behalf of the City. PBM is committed to the success of this project, however, at any time should PBM determine in its sole discretion that the project is not financially feasible, PBM may terminate this

Agreement upon ninety (90) days' notice to the City and have no further obligations hereunder.

5. Future Agreement. The parties acknowledge this Agreement is the first a part of the Master Agreement. The parties agree to negotiate in good faith and to use their best efforts to complete the Master Agreement governing the other components of the riverfront park defined in the RFP by January 31, 2017.

6. General Provisions.

a. Relationship of Parties. PBM is an independent contractor with respect to the City and not an agent, employee or partner.

b. Time is of the Essence. The Parties expressly agree that time is of the essence in the performance of this Agreement, except as set forth in paragraph 3(c), above.

c. PBM Management. The City acknowledges that PBM is in the business of managing enterprises both for its own account and for others. It is hereby expressly agreed that PBM, its principals, managers and affiliates may continue to engage in such activities and may manage facilities other than those presently managed by it.

d. Severability. If any term of this Agreement is held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions.

e. No Waiver. The waiver of any breach of any term of this Agreement shall not be deemed to be a waiver of any subsequent breach.

f. Notices. Any notice required or permitted herein is to be given in writing and shall be personally delivered or delivered by an overnight delivery service to the respective addresses of the parties set forth below, or to such other address as any party may give to the other in writing. Any notice required by this Agreement will be deemed to have been given and received on the date personally served or on the date of delivery by an overnight delivery service.

To the City: City of Palatka
Attention: City Manager
201 N. 2nd Street,
Palatka, FL 32177

And Donald E. Holmes

City Attorney
222 N. Third Street
Palatka, FL 32177

To PBM: Palatka Boathouse Marina, LLC
Attention: Scott Lagasse
329 River Street
Palatka, FL 32177

And Allyson B. Currie
Upchurch, Bailey & Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085

g. Attorneys' Fees and Costs. If it shall become necessary for either party to engage attorneys to institute legal action to enforce its rights hereunder or for the purpose of defending legal action brought by the other party hereto, the party prevailing in such litigation shall be entitled to receive all costs, expenses and fees (including reasonable attorneys' fees) incurred by it in such litigation (including appeals) from the other party.

h. Amendment. This Agreement may only be amended by written agreement of the parties.

i. Governing law. All matters involving this Agreement shall be governed by the laws of the State of Florida and the proper venue for any litigation arising hereunder will be a state or federal court located in Florida with venue within Putnam County, Florida.

j. Force Majeure. Neither the City nor PBM is required to perform any term or covenant of this Agreement so long as performance is delayed or prevented by a *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the City's or PBM's control and that the City or PBM cannot, by exercising due diligence, prevent or overcome in whole or in part.

k. Alternative Dispute Resolution. PBM and the City agree that any controversy or claim arising out of or relating to this Agreement, or

breach thereof, shall be first subject to mediation by a mutually agreed upon mediator before any lawsuit is filed.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date first-above written.

CITY OF PALATKA

(Seal)

BY: _____
Terrill L. Hill, Its MAYOR

By: _____
Terry L. Suggs, CITY MANAGER

ATTEST:

APPROVED AS TO FORM & CONTENT:

Betsy J. Driggers, CITY CLERK

Donald E. Holmes, CITY ATTORNEY

PALATKA BOATHOUSE MARINA, LLC

WITNESS:

BY: _____
Scott Lagasse, Owner

Print Name: _____

WITNESS:

APPROVED AS TO FORM & CONTENT:

Print Name: _____

Attorney for PBM

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY that on this day before me , an officer duly qualified to take acknowledgements, personally appeared Scott Lagasse, who is the Owner of Palatka Boathouse Marina, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____ 201 ____.

Notary Public, State of Florida

My Commission Expires:



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE rezoning property located at the southwest corner of River and Morris Streets from R-1AA/HD (Single-Family Residential and Historic District) to R-1AA (Single-Family Residential) - REMOVAL FROM HISTORIC DISTRICT - Normand Jutras, Owner/Applicant - 1st Reading

SUMMARY:

The Historic Preservation Board and the Planning Board both recommended approval of this request to remove this 1.8-acre portion of a larger 49-acre parcel from the South Historic District. This land is part of the larger parcel of the old Wilson Cypress Mill, the parcel that is on the river side of River Street. The action would remove a split zoning designation on this larger parcel and the property has no historical, cultural, or architectural significance that warrants its continued inclusion within the local historic district. Both boards determined that the request met the zoning and historic preservation criteria associated with this action.

RECOMMENDED ACTION:

Pass on first reading an ordinance removing the HD (Historic District) overlay designation from property located at the southwest corner of River and Morris Streets.

ATTACHMENTS:

Description	Type
▢ Ordinance	Ordinance
▢ Staff Report Planning Board	Backup Material
▢ Staff Report Hlst Pres Board	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	11/23/2016 - 2:45 PM
City Clerk	Driggers, Betsy	Approved	11/23/2016 - 5:43 PM
City Manager	Suggs, Terry	Approved	12/5/2016 - 11:07 AM

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

ORDINANCE NO. 17 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM R-1AA-HD (RESIDENTIAL, SINGLE-FAMILY-HISTORIC DISTRICT) TO R-1AA (RESIDENTIAL, SINGLE-FAMILY) FOR A PARCEL IDENTIFIED AS UNDEVELOPED LAND LOCATED AT THE SOUTHWEST CORNER OF RIVER STREET AND MORRIS STREET, LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Normand Jutras, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on November 1, 2016 and two public hearings before the City Commission of the City of Palatka on December 12, 2016 and January 12, 2017, and

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

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from their present zoning classification to the zoning classification as noted above, removing the property from local historic designation.

DESCRIPTION OF PROPERTY:

A portion of a larger parcel of land described as DICK'S MAP OF PALATKA MB2 P46, WATER LOTS 26 & 27 BK201 P467, BK207 P150 OR354 P406 ALL OF, BLKS 139 140 (EX PT OF S/D), WILSON CYPRESS CO S/D MB3 P194, LOTS 19 20 21 22 23 24 25 & PT, OF GOVT LOT 1 18-10-27 BK 133, P139 OR1201 P615 + WHITES ADD OF GOVT LOTS 10 + 13 MB1 PP50 65 LOT C (EX W 147 FT OF S 90 FT N 60 FT OF W 208 FT) + LOT D (EX W 150 FT OF N 59 FT + LOT E (MAP SHEET, 7/42). Tax parcel # 42-10-27-6850-0001-0260 - more specifically, lands located between River Street and the St. Johns River shoreline, and between Morris Street and a line continuing southeasterly from the rear lot lines of properties located on the west side of Morris Street north of River Street.

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

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

PASSED AND ADOPTED by the City Commission of the City of

Palatka on this 12th day of January, 2017.

CITY OF PALATKA

BY: _____
Its **MAYOR**

ATTEST:

City Clerk

South Historic District Boundary Adjustment (Removal)

Case # 16-25

Property Located at southwest corner of River and Morris Streets

STAFF REPORT

DATE: August 31, 2016
TO: Planning Board members
FROM: Thad Crowe, AICP
Planning Director
SUBJECT: South Historic District Boundary Adjustment

APPLICATION REQUEST

The Applicant and owner of these properties, Mr. Normand Jutras, has requested the removal of this property from the South Historic District based on his claim that the property shown below was incorrectly included in

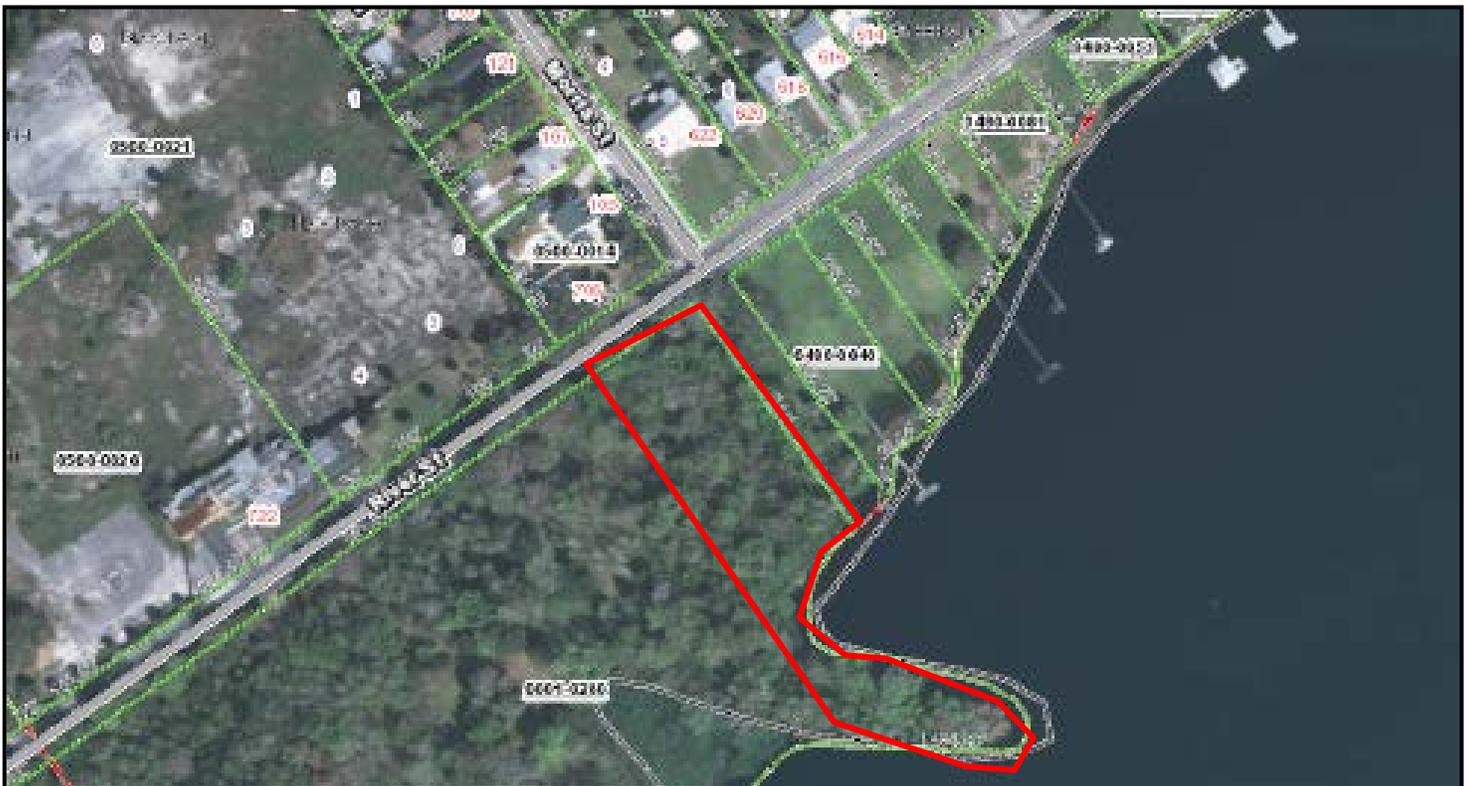


Figure 1: Property Location

the historic district. Staff previously presented the argument that this error pertained to the actual intent of the legal description to continue along the Morris Street right-of-way, not to continue the line straight down the rear lots of the properties fronting on the west side of Morris Street. However after meeting with Surveyor (and Board member) Earl Wallace, Staff has determined that the documents provided to Mr. Wallace were not the Municipal Code boundaries of the district, but an alternative boundary description error provided by the Applicant. This error was made by Staff, namely the Planning Director. The Municipal Code version of the

South Historic District boundaries are in fact accurate in what is described, which is a boundary that differs from the South Historic Community Redevelopment Area district. This is not the only such discrepancy, as the North and South Historic District boundaries are close, but do not match (see map on next page with CRA and historic district boundaries). There are actually three properties that are in a historic district but NOT in a CRA district: the Boathouse at 411 Mulholland Dr., the undeveloped property at the northeast corner of Bronson & N. 4th Streets, and the subject property at River or Morris. (There are also many downtown properties in the Downtown CRA district that are not in a historic district, but this is a different scenario as there is no downtown historic district.) All three of these properties are also on the fringe of the historic district. Therefore if one is taken out, then logically the others could too. This may not be a big impact on the historic districts, but it would result in the lack of design review on properties that are adjacent to and visually related to historic district properties.



Figure 2: Property from River St., looking west. Property is on left hand side of road – note drop-off into forested wetland area.

As stated in the previous Staff Report, Sec. 54-77 of the Municipal Code (Planning) addresses the creation of historic districts. There are no provisions in this or other sections of the Historic Preservation Ordinance that address the removal of properties from historic districts. However Sec. 94-156 of the Municipal Code (Zoning) defines the HD (Historic District) zoning as an overlay district on the underlying conventional zoning.

Rezoning is the purview of the Planning Board, but one of the rezoning criteria requires a recommendation to the City Commission from the Historic Preservation Board. This Board recommended approval of this application at their July meeting, but that approval was based on the inaccurate reasoning that the Municipal Code boundary description was flawed. Therefore this matter will have to go back before the Historic Preservation Board, and both Boards' recommendations will be forwarded to the City Commission which will take final action on this application.

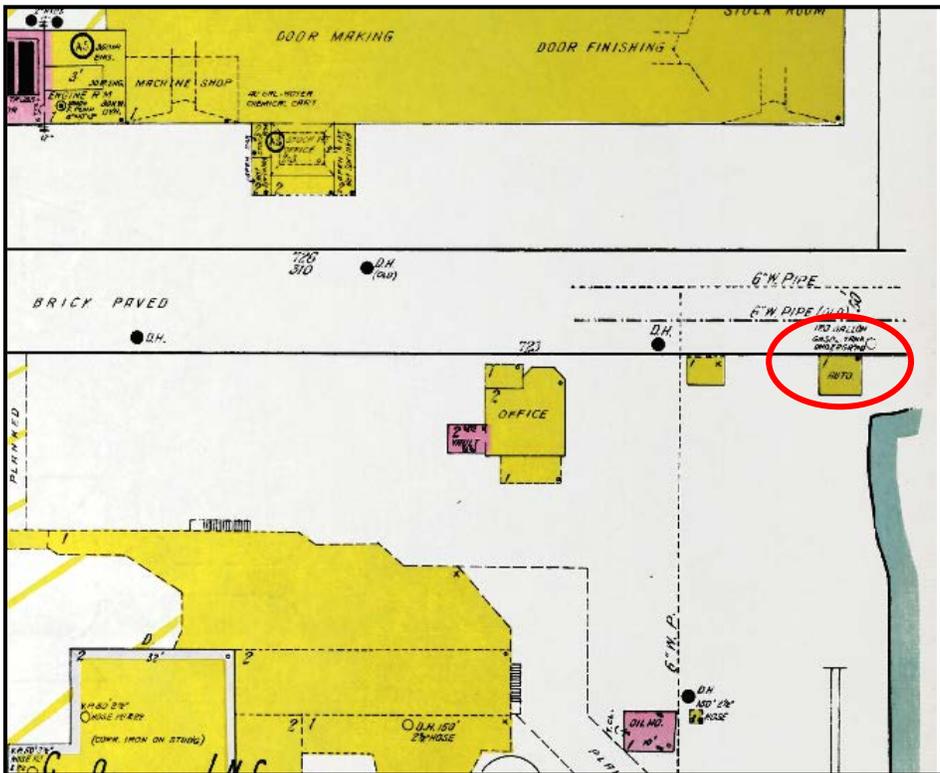
APPLICATION ANALYSIS

The criteria for National Register designation are repeated verbatim for local designation in Section 54-77(2) of the City’s Municipal Code. Staff has interpreted that at least one of the following criteria must be met for both local and national historic designation. While these criteria are the responsibility of the Historic Preservation Board, which determined that the application was not in conflict with them, they are included for informational purposes.

The historic district or site recommended by the board shall be one possessing particular historic, architectural or cultural significance, which:

a. Is associated with events that have made a significant contribution to the broad patterns of our history;

Staff Response: Staff’s previous determination was that the property is part of the old Wilson Cypress Mill but did not include any remnant historic structures. Staff revisited this assessment with an evaluation of the Sanborn Maps, after hearing public input at the last Planning Board meeting that there was a service station on the subject property. Figure 3 below, the 1913 Sanborn Fire Insurance Maps, shows that there were a number of buildings on this property, further to the west, mostly associated with timber off-loading for the Mill (although there was also an office of the U.S. Army Corp of Engineers, in the building labelled “OFFICE” in Figure . Morris St. is not shown on this map, but it is at the very corner right and top of the map. There is a small building located on the south side of River St., which appears to be on the subject property. The building is labeled “Auto” and was most likely an auto repair shop/service station. Therefore Staff reverses the previous assessment that there were no structures on this property. However Staff does not have any documentation that asserts that this building had any historic, architectural, or cultural significance.



b. Is associated with the lives of persons significant in our past;

Staff Response: Staff does not have any documentation that associates this specific property with the lives of

Figure 3: 1915 Sanborn Fire Insurance Map of Palatka

period or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

Staff Response: not applicable.

d. *Have yielded, or may be likely to yield, information important in prehistory or history.*

Staff Response: Staff is not aware of any information associated with this property that is important in prehistory or history.

The following rezoning criteria must also be considered, in this case by the Planning Board.

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

Staff Response: The Comprehensive Plan's historic preservation-related GOPs pertain to the identification and protection of clearly identified historic resources. The policy below indicates that development projects within historic districts should receive a higher level of review in regard to impact on historic sites, which could include neighboring historic properties on River and Morris Streets.

Comprehensive Plan Future Land Use Element Policy A.1.5.3 9J-5.006(3)(c)8

Proposed development projects shall be reviewed at the time of issuing a building permit to determine potential impacts on known historic sites. Where such construction or other development activity may impact adversely on a historic/archaeological site, the proposed development must provide sufficient buffering (spatial separation, physical wall, or other method approved by the City Planning Board) before a permit is issued.

b. *The existing land use pattern.*

Staff Response: not applicable.

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

Staff Response: since this smaller piece of property is part of a larger tract of land, joining it with its parent tract of land that is not in the historic district will not be creating an isolated district.

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

Staff Response: not applicable.

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

Staff Response: the only justification for this existing district boundary is the higher level of required compatibility for future development, since development on this property could have visual impacts on the adjoining residential properties.

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

Staff Response: conditions have not changed that make this amendment necessary (or unnecessary).

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

Staff Response: it is possible (but not certain) that removing this property from the historic district would adversely influence living conditions in the neighborhood. This change will not affect the underlying zoning (low density single-family) and the Future Land Use Map designation of Residential Medium. However as noted, this change would provide less in the way of historic district design review to ensure compatibility with vicinity historic structures.

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

Staff Response: not applicable.

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

Staff Response: not applicable.

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

Staff Response: not applicable.

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

Staff Response: cannot be determined.

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

Staff Response: cannot be determined.

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

Staff Response: this change would not be a grant of special privilege since there is a public purpose of making the CRA and historic district more coterminous and also of removing the split zoning of the property.

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

Staff Response: there are not any reasons why the property cannot be developed under existing zoning. There is an added layer of design review, but this is not an unreasonable burden, since multiple vacant and potential redevelopment properties are also subject to the same review.

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

Staff Response: not applicable.

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

Staff Response: not applicable.

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

Staff Response: as stated, Staff will be revisiting this issue with the Historic Preservation Board based on the correction of the rationale of this request, as well as the new information regarding past development of the property, and the previously overlooked value of design review for protection of adjacent historic properties. Planning and Historic Preservation Board recommendations will be considered by the City Commission in their final decision on this request.

SUMMARY AND STAFF RECOMMENDATION

The removal of this portion of property from the South Historic District meets some rezoning criteria in that it “trues up” historic district and CRA boundaries, removing split zoning, and does not grant special privilege. However the request does not meet other criteria in that the property can be developed under the current zoning, removal from the historic district could present negative visual impacts to adjacent historic properties due to the loss of heightened design review, and removal would also justify the removal of the previously-mentioned two other properties that are in the historic district but not in the CRA district. While Staff recommends denial of the request due to future development compatibility concerns, the Board would have justification in approving the request for the reasons stated above.

South Historic District Boundary Adjustment (Removal)

Case # 16-25

Property Located at southwest corner of River and Morris Streets

STAFF REPORT

DATE: September 30, 2016

TO: Historic Preservation Board members

FROM: Thad Crowe, AICP
Planning Director

SUBJECT: South Historic District Boundary Adjustment

APPLICATION REQUEST

The Applicant and owner of these properties, Mr. Normand Jutras, has requested the removal of this property from the South Historic District based on his claim that the property shown below was incorrectly included in the historic district. Staff previously presented the argument to the Historic Preservation Board that this error pertained to the actual intent of the legal description to continue along the Morris Street right-of-way, not to continue the line straight down the rear lots of the properties fronting on the west side of Morris Street. However after meeting with Surveyor (and Board member) Earl Wallace, Staff has determined that the documents provided to Mr. Wallace were not the Municipal Code boundaries of the district, but an alternative boundary description error provided by the Applicant. This error was made by Staff, namely the Planning Director. The Municipal Code version of the South Historic District boundaries are in fact accurate in what is described, which is a boundary that differs from the South Historic Community Redevelopment Area district. This is not the only such discrepancy, as the North and South Historic District boundaries are close, but do not match (see map on next page with CRA and historic district boundaries). There are actually three properties that are in a historic district but NOT in a CRA district: the Boathouse at 411 Mulholland Dr., the undeveloped property at the northeast corner of Bronson & N. 4th Streets, and the subject property at River or Morris. (There are also many downtown properties in the Downtown CRA district that are not in a historic district, but this is a different scenario as there is no downtown historic district.) All three of these properties are also on the fringe of the historic district. Therefore if one is taken out, then logically the others could too. This may not be a big impact on the historic districts, but it would result in the lack of design review on properties that are adjacent to and visually related to historic district properties.



Figure 1: Property Location



Figure 2: Property from River St., looking west. Property is on left hand side of road – note drop-off into forested wetland area.

As stated in the previous Staff Report, Sec. 54-77 of the Municipal Code (Planning) addresses the creation of historic districts. There are no provisions in this or other sections of the Historic Preservation Ordinance that address the removal of properties from historic districts. However Sec. 94-156 of the Municipal Code (Zoning) defines the HD (Historic District) zoning as an overlay district on the underlying conventional zoning. Rezoning is the purview of the Planning Board, but one of the

rezoning criteria requires a recommendation to the City Commission from the Historic Preservation Board. The Board recommended approval of this application at their July meeting, but that approval was based on the inaccurate reasoning that the Municipal Code boundary description was flawed. Therefore this matter is being

Case # 16-25 - South Historic District Boundary Adjustment (Removal)
 Property Located at Southwest Corner of River and Morris Streets

brought back before the Historic Preservation Board, and both Boards' recommendations will be forwarded to the City Commission which will take final action on this application. At their September 6, 2016 meeting, the Planning Board recommended approval of this request, with a 6-1 vote.

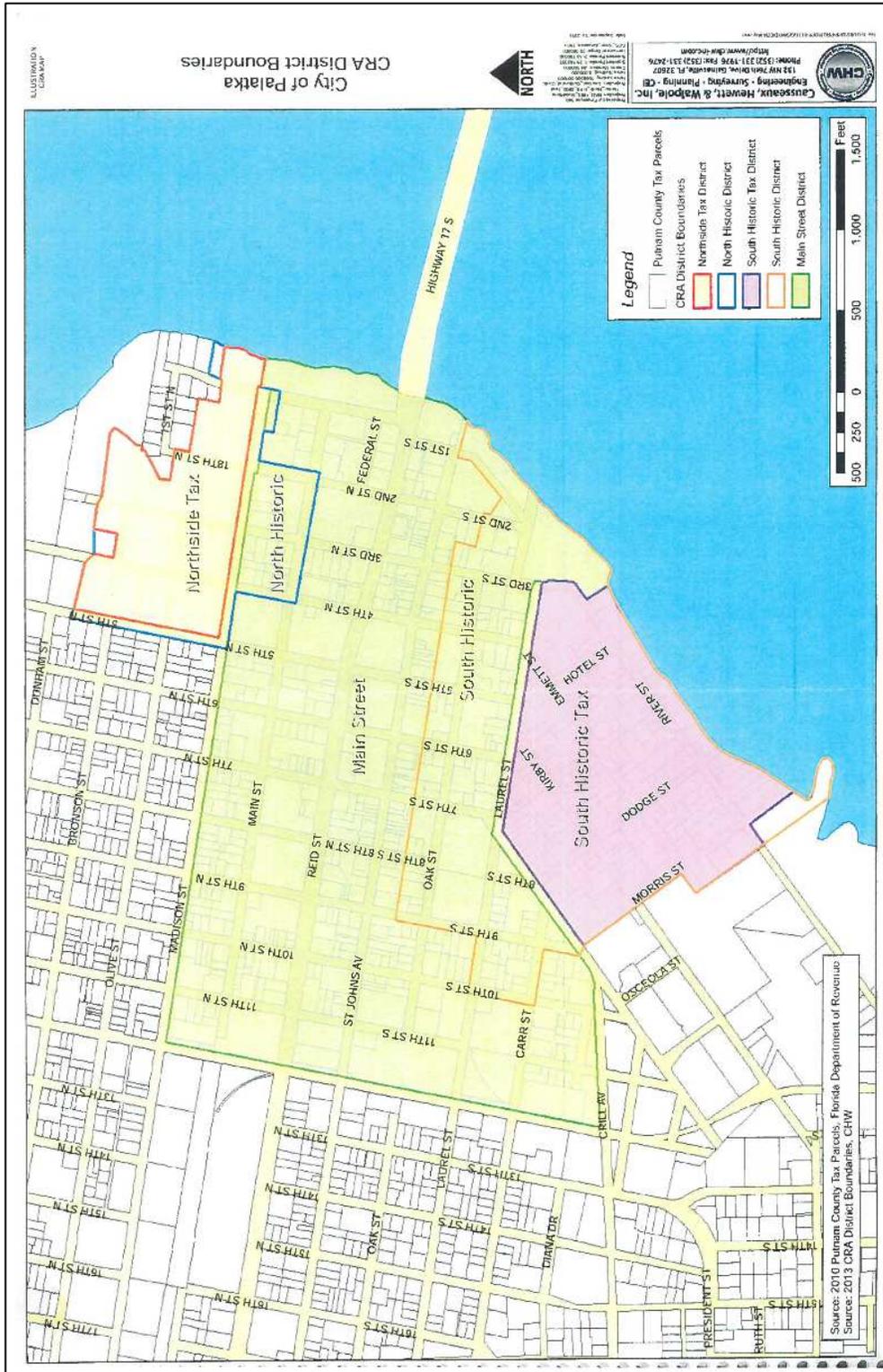


Figure 3: CRA and Historic District Boundaries

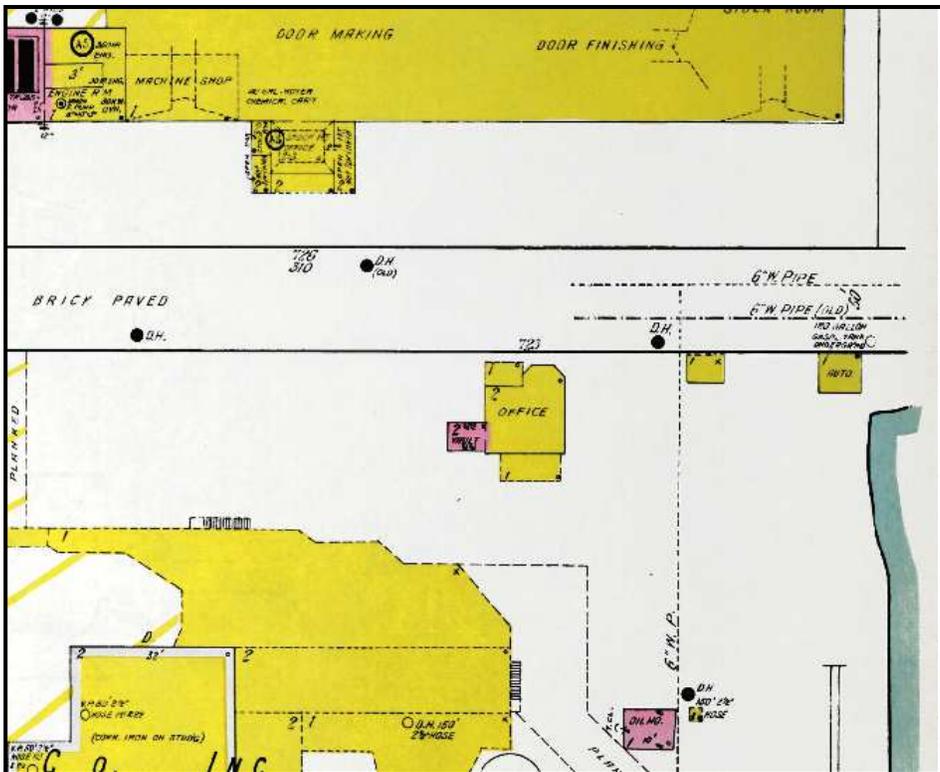
APPLICATION ANALYSIS

The criteria for National Register designation are repeated verbatim for local designation in Section 54-77(2) of the City’s Municipal Code. Staff has interpreted that at least one of the following criteria must be met for both local and national historic designation.

The historic district or site recommended by the board shall be one possessing particular historic, architectural or cultural significance, which:

a. Is associated with events that have made a significant contribution to the broad patterns of our history;

Staff Response: Staff’s previous determination was that the property is part of the old Wilson Cypress Mill but did not include any remnant historic structures. Staff revisited this assessment with an evaluation of the Sanborn Maps, after hearing public input at the last Planning Board meeting that there was a service station on the subject property. Figure 3 below, the 1913 Sanborn Fire Insurance Maps, shows that there were a number of buildings on this property, further to the west, mostly associated with timber off-loading for the Mill (although there was also an office of the U.S. Army Corp of Engineers, in the building labelled “OFFICE” in Figure . Morris St. is not shown on this map, but it is at the very corner right and top of the map. There is a small building located on the south side of River St., which appears to be on the subject property. The building is labeled “Auto” and was most likely an auto repair shop/service station. Therefore Staff reverses the previous assessment that there were no structures on this property. However Staff does not have any documentation that asserts that this building had any historic, architectural, or cultural significance.



b. Is associated with the lives of persons significant in our past;

Staff Response: Staff does not have any documentation that associates this specific property with the lives of significant persons.

c. Embody the distinctive characteristics of a type, period or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

Staff Response: not applicable.

Figure 3: 1915 Sanborn Fire Insurance Map of Palatka-River St. is the street running left and right, and the Morris St. right-of-way is shown in the top right of the map

d. *Have yielded, or may be likely to yield, information important in prehistory or history.*

Staff Response: Staff is not aware of any information associated with this property that is important in prehistory or history.

The following rezoning criteria were addressed by the Planning Board, which again approved the request.

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

Staff Response: The Comprehensive Plan's historic preservation-related GOPs pertain to the identification and protection of clearly identified historic resources. The policy below indicates that development projects within historic districts should receive a higher level of review in regard to impact on historic sites, which could include neighboring historic properties on River and Morris Streets.

Comprehensive Plan Future Land Use Element Policy A.1.5.3

Proposed development projects shall be reviewed at the time of issuing a building permit to determine potential impacts on known historic sites. Where such construction or other development activity may impact adversely on a historic/archaeological site, the proposed development must provide sufficient buffering (spatial separation, physical wall, or other method approved by the City Planning Board) before a permit is issued.

b. *The existing land use pattern.*

Staff Response: not applicable.

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

Staff Response: since this smaller piece of property is part of a larger tract of land, joining it with its parent tract of land that is not in the historic district will not be creating an isolated district.

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

Staff Response: not applicable.

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

Staff Response: the only justification for this existing district boundary is the higher level of required compatibility for future development, since development on this property could have visual impacts on the adjoining residential properties.

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

Staff Response: conditions have not changed that make this amendment necessary (or unnecessary).

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

Staff Response: it is possible (but not certain) that removing this property from the historic district would adversely influence living conditions in the neighborhood. This change will not affect the underlying zoning (low density single-family) and the Future Land Use Map designation of Residential Medium. However as noted, this change would provide less in the way of historic district design review to ensure compatibility with vicinity historic structures.

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

Staff Response: not applicable.

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

Staff Response: not applicable.

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

Staff Response: not applicable.

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

Staff Response: cannot be determined.

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

Staff Response: cannot be determined.

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

Staff Response: this change would not be a grant of special privilege since there is a public purpose of making the CRA and historic district more coterminous and also of removing the split zoning of the property.

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

Staff Response: there are not any reasons why the property cannot be developed under existing zoning. There is an added layer of design review, but this is not an unreasonable burden, since multiple vacant and potential redevelopment properties are also subject to the same review.

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

Staff Response: not applicable.

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

Staff Response: not applicable.

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

Staff Response: a recommendation is requested from the Board.

SUMMARY AND STAFF RECOMMENDATION

Even with the correction of the record to indicate that the boundaries were accurate and that there was a building on the property in historic times, Staff has not found any historic, architectural, or cultural significance associated with the property. While Staff recommended denial of the request to the Planning Board, this was based on rezoning criteria that showed that while the removal of this portion of property from the South Historic District “trues up” historic district and CRA boundaries, removes split zoning, and does not grant special privilege, it does not meet other criteria in that the property can be developed under the current zoning, removal from the historic district could present negative visual impacts to adjacent historic properties due to the loss of heightened design review, and removal would also justify the removal of the previously-mentioned two other properties that are in the historic district but not in the CRA district. Upon weighing the “pros and cons” the Planning Board voted 6-1 to recommend approval of this request. The Historic Preservation Board is limited to the historic preservation criteria, which supports this request. Therefore Staff recommends approval of the request.



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING: 2704 & 2706 Reid St. - Planning Board Recommendation to annex and assign commercial land use and zoning to property, from Putnam County C-1 (Commercial, General Light) to City C-1 (General Commercial)- Owner/Applicants: Meang Kalla, Thongyu Meang, and Ed Bun.

***a. ANNEXATION ORDINANCE - 1st Reading**

***b. REZONING ORDINANCE - 1st Reading**

SUMMARY:

This is a first reading of ordinance annexing this property into the City limits and also an ordinance rezoning this parcel. This is a voluntary annexation initiated by the property owner. The property meets state criteria for annexation as it is contiguous to the City limits and is a compact property.

These ordinances will be accompanied by an ordinance assigning a (Comprehensive Plan) Future Land Use Map designation of Commercial at the time of second reading on January 12, 2017.

RECOMMENDED ACTION:

Pass on first reading ordinances: 1) annexing 2704 and 2706 Reid Street into the City; and 2) assigning C-1 (General Commercial) zoning designation to the property (Parcel # 01-10-26-0000-0520-0000).

ATTACHMENTS:

Description	Type
▢ Annexation Ordinance	Ordinance
▢ Rezoning Ordinance	Ordinance
▢ Staff Report	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	11/23/2016 - 3:02 PM
City Clerk	Driggers, Betsy	Approved	11/23/2016 - 5:42 PM
City Manager	Suggs, Terry	Approved	12/5/2016 - 11:06 AM

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

ORDINANCE NO. 17 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 2704 AND 2706 REID STREET, LOCATED IN SECTION 1, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by the freehold owner of the property sought to be annexed, to wit: Meang Kalla, Thongyu Meang, and Ed Bun, and

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

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

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

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

DESCRIPTION OF PROPERTY:

PT OF W1/2 OF SEC BK217 P241, (EX W 30FT OR596 P1137). Tax parcel # 01-10-26-0000-0520-0000, a 1.37-acre parcel.

Section 2. The property hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 3: That a copy of this ordinance shall be sent to Municipal Code Corporation for inclusion in the City Charter.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this January 12, 2017.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

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

ORDINANCE NO. 17 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM PUTNAM COUNTY C-1 (COMMERCIAL, GENERAL LIGHT) TO C-1 (COMMERCIAL GENERAL) FOR A PARCEL IDENTIFIED AS 2704 AND 2706 REID STREET, LOCATED IN SECTION 1, TOWNSHIP 10 SOUTH, RANGE 26 EAST; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owners of said property: Meang Kalla, Thongyu Meang, and Ed Bun, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on November 1, 2016 and two public hearings before the City Commission of the City of Palatka on December 12, 2016 and January 12, 2017, and

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

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

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

DESCRIPTION OF PROPERTIES:

PT OF W1/2 OF SEC BK217 P241, (EX W 30FT OR596 P1137). Tax parcel # 01-10-26-0000-0520-0000 - being 2704 and 2706 Reid Street.

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

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 12th day of January, 2017.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

Case # 16-52

2704 & 2706 Reid St.

Request to Annex, Amend Future Land Use Map and Rezone

STAFF REPORT

DATE: October 24, 2016

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

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

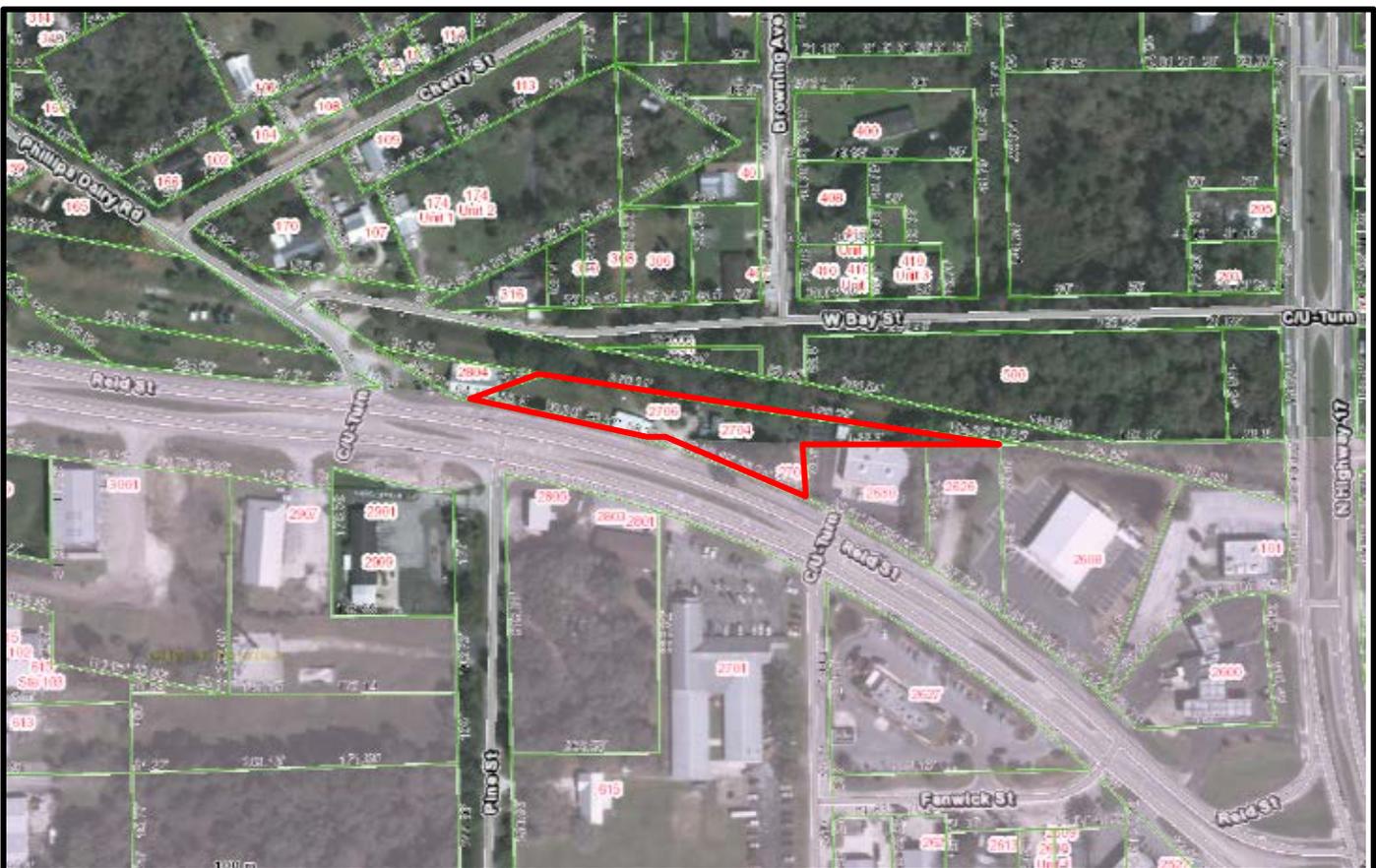


Figure 1: Site and Vicinity Map (property outlined in red, properties within City shown with purple overlay)

APPLICATION BACKGROUND

The property under consideration currently has a County Commercial Future Land Use Map (FLUM) designation and County commercial zoning. The property and its current and proposed FLUM and zoning classifications are shown below.

Table 1: Future Land Use Map & Zoning Designations

Future Land Use Map Category		Zoning	
Current Putnam Co.	Proposed City	Current Putnam Co.	Proposed City
COM (Commercial)	COM (Commercial)	C-1 (Commercial, General Light)	C-1 (General Commercial)

Table 2: Adjoining Properties Land Use Map & Zoning Designations

Adjacent Properties	Existing Land Use	Future Land Use Map	Zoning
West	Church	County US (Urban Service)	County C-2 (Commercial General Light)
East	Used appliance store	City COM (Commercial)	C-2 (Intensive Commercial)
South (across Reid St.)	Retail commercial (5 units)	COM (Commercial)	C-2 (Intensive Commercial)
North	Closed railroad spur, residential	RL (Residential Low)	C-2 (Intensive Commercial)

The owner is voluntarily annexing into the City for the purpose of hooking up to City utilities (City water).

Staff is presenting these applications as administrative actions, as opposed to an action by each property owner, due to the rationale presented below.

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



Figure 2: property from Reid St, looking east

PROJECT ANALYSIS

Annexation Analysis

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

Contiguity. F.S. 171.031 provides a definition for contiguous and requires that boundaries of properties proposed for annexation must be coterminous with a part of the municipality’s boundary. As indicated in Figure 1, the property is contiguous to the City limits, which are to the south and north.

Compactness. The statute also provides a definition for compactness that requires an annexation to be for properties in a single area, and also precludes any action which would create or increase enclaves, pockets, or finger areas in serpentine patterns. Annexing the property meets the standard of compactness as it does not create an enclave, pocket, or finger area, as evidenced by Figure 1.

Future Land Use Map Amendment Analysis

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

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

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

Policy A.1.9.3

A. Land Use Districts

2. Commercial (1,210 acres)

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

Staff Comment: the property is now in the County’s Commercial FLUM category and the proposed City FLUM category is also the Commercial category, intended for a mix of retail, service, and office uses. Municipal Code Section 94-111(b) allows the proposed C-1 zoning category within the COM land use category, which provides Comprehensive Plan category conformance.

Provide analysis of the availability of facilities and services.

Staff Comment: the property is in close proximity to urban services and infrastructure including City water and sewer lines that run down Reid St.

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

Staff Comment: Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on this developed site.

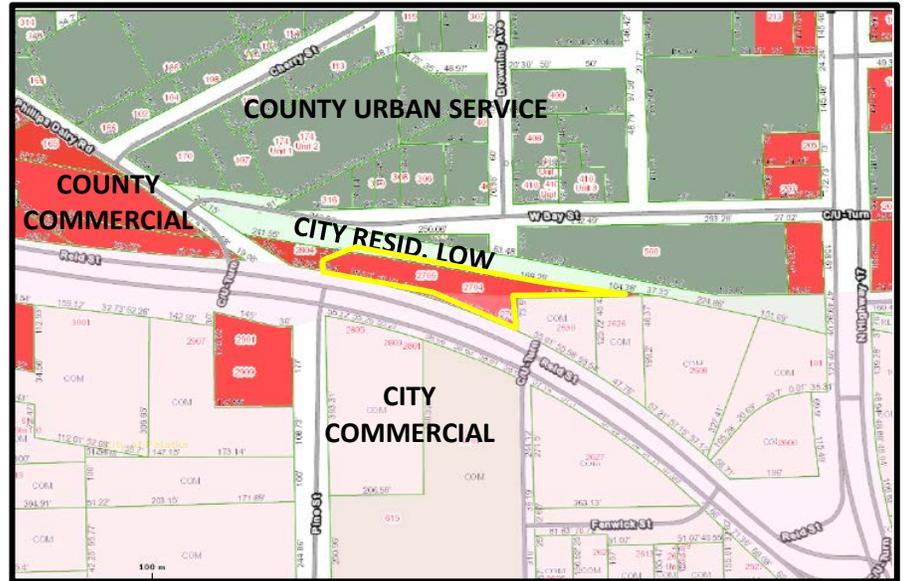


Figure 3: Vicinity Future Land Use Map Designations

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

Staff Comment: not applicable.

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

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

Staff Comment: the location of this property within the City's urbanized area ensures that urban services are available. This action does not represent urban sprawl.

Rezoning Analysis

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

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

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

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

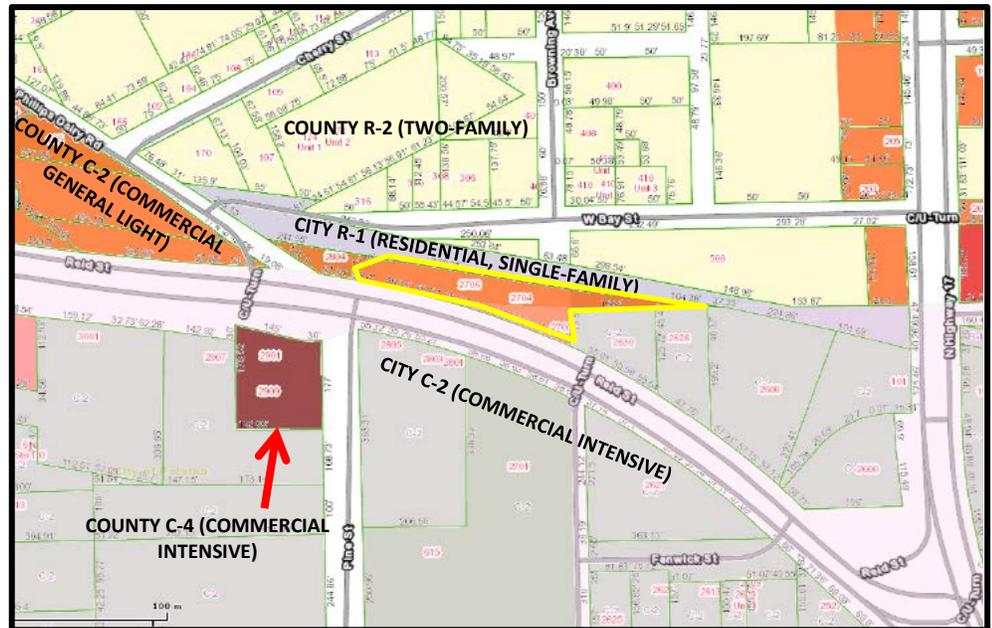


Figure 4: Vicinity Zoning

b. *The existing land use pattern.*

Staff Comment: Reid St. is a commercial corridor.

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

Staff Comment: no isolated zoning district would be created, and the zoning is very similar to the current County zoning. While the requested zoning is a less intensive commercial zoning category, it is similar enough to the more intensive C-2 commercial zoning found along this corridor.

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

Staff Comment: not applicable, as this is existing development.

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

Staff Comment: see response to c. above.

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

Staff Comment: not applicable.

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

Staff Comment: retaining the same type of zoning will not adversely influence vicinity living conditions. .

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

Staff Comment: minimal traffic impacts will be created by this existing use.

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

Staff Comment: not applicable as this is a developed site.

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

Staff Comment: not applicable as this is existing development.

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

Staff Comment: Staff does not believe that this action will adversely affect property values.

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

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

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

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

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

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

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

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

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

Staff Comment: not applicable.

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

Staff Comment: not applicable.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of the annexation, amendment of Future Land Use Map category to COM (Commercial), and rezoning to C-1 (General Commercial) for 2704 and 2706 Reid St.



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE imposing a temporary moratorium on the operation of medical marijuana treatment centers, licensed dispensing and cultivation organizations within the City of Palatka - 1st Reading

SUMMARY:

On November 8th Florida voters passed Constitutional Amendment #2, entitled "Use of Marijuana for Debilitating Medical Conditions," which legalizes the medical use of marijuana and/or cannabis throughout the State for individuals with debilitating medical conditions as determined by a licensed Florida physician, and authorizes the registration and regulation of centers that acquire, produce and distribute marijuana for medical purposes. Already in place was FS Sec. 381.986, titled the "Compassionate use of low-THC and Medical Cannabis" which authorizes qualified physicians to order low-THC cannabis or medical cannabis for qualified patients diagnosed with certain conditions.

Because of the longstanding legal prohibition of marijuana prior to this, the City's Planning/Zoning Code and Land Development Regulations do not address the use of real property for uses of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis or related activities. In order to promote effective and responsible land use planning, or if a Licensed Dispensing Organization should seek to operate within Palatka, the Commission is being asked to provide sufficient time to research, study and analyze the potential impact of such uses upon adjacent uses and the surrounding areas, as well as other aspects of the public safety and welfare.

The proposed ordinance places a six (6) month moratorium on the operation of such treatment centers and licensed dispensing organizations unless extended by ordinance or by amendment to the City's Land Development Regulations to address use of real property for such purposes.

RECOMMENDED ACTION:

Pass on first reading an ordinance placing a six-month moratorium on the operation of medical marijuana treatment centers, licensed dispensing and cultivation organizations within the City of Palatka.

ATTACHMENTS:

Description	Type
▫ Ordinance - 6 Mos Medical Marijuana Moratorium	Ordinance

ORDINANCE NO. 17 -

Entitled

AN ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE OPERATION OF MEDICAL MARIJUANA TREATMENT CENTERS AND LICENSED DISPENSING ORGANIZATIONS WITHIN THE CITY OF PALATKA FOR A PERIOD OF SIX (6) MONTHS UNLESS RESCINDED OR EXTENDED BY A SUBSEQUENT ORDINANCE, OR BY A SUBSEQUENT AMENDMENT TO THE CITY'S LAND DEVELOPMENT REGULATIONS REGARDING THE REGULATION OF MARIJUANA TREATMENT CENTERS AND LICENSED DISPENSING ORGANIZATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on November 8, 2016, Florida voters passed an amendment to the Florida Constitution, titled "Use of Marijuana for Debilitating Medical Conditions" ("Amendment 2"); and

WHEREAS, Amendment 2 legalized the medical use of marijuana and/or cannabis ("marijuana") throughout the State of Florida for individuals with debilitating medical conditions as determined by a licensed Florida physician and authorize the registration and regulation of centers that acquire, produce and distribute marijuana for medical purposes; and

WHEREAS, Florida Statutes, Section 381.986, titled the "Compassionate use of low-THC and medical cannabis," authorizes qualified physicians to order low-THC cannabis or medical cannabis for qualified patients diagnosed with certain conditions; and

WHEREAS, the Florida Department of Health's Office of Compassionate Use has recently been established and charged with overseeing the regulatory infrastructure for medical cannabis in the state; and

WHEREAS, due to the historic and longstanding legal prohibition of marijuana prior to enactment of Florida Statutes, Section 381.986 and Florida's Constitutional Amendment 2, the land development regulations of the City of Palatka ("the City") do not address the use of real property for purposes of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis or related activities, and such uses of real property have historically not existed within the City; and

WHEREAS, in order to promote effective and responsible land use planning within the City in light of the passage of Amendment 2, or if a Licensed Dispensing Organization should seek to operate within the City, the City Commission wishes to allow for sufficient time to research, study and analyze the potential impact of Medical Marijuana Treatment Centers or approved Dispensing Organizations upon adjacent uses and the surrounding areas, traffic, congestion, surrounding property values, demand for City services and other aspects of the public safety and welfare; and

WHEREAS, the Palatka City Commission finds that a temporary moratorium on the operation of Medical Marijuana Treatment Centers and approved Dispensing Organizations will allow the City a sufficient period of time to determine what uses are best suited to particular zoning categories and how best to formulate land development regulations that appropriately govern the use of real property for purposes of cultivation, processing, distributing or selling marijuana or related activities.

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

Section 1. Moratorium Imposed. A temporary moratorium is hereby imposed on the operation of Medical Marijuana Treatment Centers and Licensed Dispensing Organizations within the City of Palatka. While the temporary moratorium is in effect, the City shall not accept, process or approve any application relating to the operation of a Medical Marijuana Treatment Center or Licensed Dispensing Organization. Nothing in this temporary moratorium shall be construed to prohibit the medical use of marijuana or low-THC cannabis by a qualifying patient, as determined by a licensed Florida physician, pursuant to Amendment 2 as approved by Florida Voters on 11/8/2016, Florida Statutes, Section 381.986 or other Florida law.

Section 2. Definitions. For purposes of the temporary moratorium:

- a) ***“Medical Marijuana Treatment Center”*** means an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses or administers marijuana, products containing marijuana, related supplies,

or educational materials to qualifying patients or their personal caregivers and is registered by the Florida Department of Health.

b) ***“Licensed Dispensing Organization”*** means an organization approved by the Florida Department of Health’s Office of Compassionate Use to cultivate, process and dispense low-THC cannabis and medical cannabis pursuant to Florida Statutes, Section 381.986.

Section 3. Conflicts. In the event that the provisions of this Ordinance are in conflict with any other ordinance, then the provisions of this Ordinance shall prevail.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its adoption. The temporary moratorium enacted by this Ordinance shall terminate six (6) months from the effective date of this Ordinance, unless rescinded or extended by subsequent ordinance or by an amendment to the City’s Land Development Regulations addressing the use of real property for purposes of cultivating, processing, distributing or selling medical marijuana, low-THC cannabis or related activities.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on second reading this 12TH day of January, 2016.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CONTENT:



CITY COMMISSION AGENDA ITEM

SUBJECT:

***a. Letter of Request for Relief - Planning Board Case #16-38, Denial of Conditional Use (2000 Reid Street) - Donald E. Holmes**

SUMMARY:

A letter from Craig Sherar, PA, representing Michael Byers and Kim Burnett, applicants for conditional use Permit for 2000 Reid Street, is attached. The Planning Board denied their application for a conditional use to operate an internet gaming facility at 2000 Reid Street.

The applicants appealed the denial to the City Commission, which voted to uphold the decision of the Planning Board on October 27, 2016, by a vote of 3 in favor, 2 opposed.

The letter and minutes of that meeting are attached.

RECOMMENDED ACTION:

The City Attorney will provide a report on the letter requesting the City Commission review its appeal decision.

ATTACHMENTS:

Description	Type
▫ Letter from Craig Sherar re Denial of Conditional Use	Discussion

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/6/2016 - 6:53 PM

Law Offices
CRAIG Z. SHERAR, P.A.

Craig Z. Sherar, Esq.
Licensed in Florida, Georgia, Colorado
EMAIL: czs@czslaw.com

147 Pine Tree Road
East Palatka, FL 32131
Telephone: (386) 326-1504
Facsimile: (386) 326-1508

Terrill L. Hill, Mayor
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

Via

Re: Request for Relief
Planning Board Case #16-38 Denial of Conditional Use
Michael Byars and Kim Burnett - 2000 Reid St.

**INVOCATION OF LAND USE DISPUTE
PURSUANT TO FLORIDA STATUTE 70.591**

TO BOARD OF CITY COMMISSIONERS - ZONING APPEALS

I represent Michael Byars and Kim Burnett. They were the applicants for Conditional Use Permit #16-38. Their Conditional Use Permit was denied by the Palatka Planning Board and their appeal was denied by the City Commission on October 27, 2016. The applicants state as follows:

(a) The applicant's proposed use of the property is as an indoor amusement/ recreation facility. Specifically, it is internet gaming, which is permitted by F.S. § 849.161 (2012).

(b) The development order being appealed is the Planning Board's denial of a conditional use permit on August 8, 2016, and the City Commissioners sustaining the Planning Board's action on October 27, 2016. A copy of the orders of the Planning Board and City Commission are attached.

(c) The impact of the order is to cause the applicants to stop using the property as a commercial recreation facility which is permitted under Palatka Code of Ordinances, Sec. 94-149- C-2 Intensive commercial district (b)(3). Despite the fact that the use is a permitted use, the City required the applicants to apply for a conditional use permit. The basis to deny the application was; 1) undue concentration of the use in the area; 2) and that use would not promote the public safety' morals' order' appearance or general welfare of the city. The city has no criteria or standard to determine what an over-concentration of uses is. As to item 2 there was no substantially competent evidence presented on this point. The only evidence provided of this was by Thad Crowe, AICP

Planning Director who only presented hearsay evidence that the applicants use would lead to crime. While there is a lower standard for evidence at an administrative hearing, the evidence was pure unsupported hearsay without any backup. There were no reports from any law enforcement agencies of any criminal activity at this or similar facilities, nor any studies that this activity was detrimental to the public safety. The applicant has been using the property since August of 2015. There was no evidence presented that any of the problems espoused by Mr. Crowe had happened at this facility.

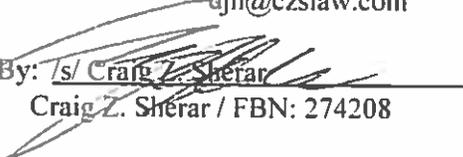
Therefore, applicants, Michael Byars and Kim Burnett, by and through their undersigned attorney, hereby request that the City Commissioners review the appeal decision.

A of the Commissions denial of the appeal is attached hereto.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was hand delivered on this 28th day of November, 2016, to Terrill L. Hill, Mayor - City of Palatka and to Betsy Driggers, City Clerk.

CRAIG Z. SHERAR, P.A.
Attorney for Applicants
147 Pine Tree Road
East Palatka, FL 32131
Tel. (386) 326-1504 / Fax (386) 326-1508
Primary Email: czs@czslaw.com
Secondary Email: jrs@czslaw.com
djh@czslaw.com

By:  /s/ Craig Z. Sherar
Craig Z. Sherar / FBN: 274208

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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

November 28, 2016

To Whom It May Concern:

At the October 27, 2016 Palatka City Commission meeting, the Commission upheld the Planning Board's Denial of the Conditional Use Permit for an Indoor Recreation Use (Internet/Café/Electronic Gaming Establishment) proposed at 2000 Reid Street, Palatka, Florida.

A copy of the minutes from the October 27, 2016 meeting is attached for your reference. Should you require additional information, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Suggs", written over a horizontal line.

Terry K. Suggs, City Manager

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

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JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

MINUTES
CITY OF PALATKA
October 27, 2016

Proceedings of a Regular meeting of the City Commission of the City of Palatka, Florida, held on the 27th day of October, 2016.

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

Also Present: City Manager Terry Suggs; City Attorney Donald E. Holmes; City Clerk Betsy Jordan Driggers; Finance Director Matt Reynolds; Police Chief Jason Shaw; Fire Chief Mike Lambert; Planning Director Thad Crowe; Public Works Manager Jonathan Griffith.

CALL TO ORDER: Mayor Hill called the meeting to order at 6:00 p.m.

INVOCATION — The Reverend Jason Sharp, Senior Pastor, Francis Baptist Church

PLEDGE OF ALLEGIANCE – Malachi Dixon

APPROVAL OF MINUTES – 10/10/16 & 10/13/16 – Commissioner Campbell moved to adopt the minutes as read. Commissioner Brown seconded the motion, which passed unopposed.

1. PUBLIC RECOGNITION/PRESENTATIONS

PROCLAMATION – World Pancreatic Cancer Day – Nov. 17, 2016 – Pancreatic Action Network - Mayor Hill read and issued the proclamation to Debbie and Matthew Brauneck, who spoke of the passing of their husband and father, Dr. Terrance Brauneck, the week prior due to pancreatic cancer. A moment of silence was observed. Betsy Driggers spoke of the passing of her father to pancreatic cancer in 2006 and the need for information on diagnosis, treatment and options.

PROCLAMATIONS - National Hospice and Palliative Care Month (Nov. 2016) and Children's Grief Awareness Day – November 17, 2016 Mayor Hill read and presented the proclamations to Sue Ellen Jackson, Hospice of Citrus and the Nature Coast, who thanked the City for offering confirmation on behalf of families in need of hospice care and children that grieve.

PROCLAMATION – Runaway Prevention Month – November, 2016 – Mayor Hill read and issued the proclamation to Cindy Starling & Leah Emberton with CDS Family & Behavioral Specialists. Ms. Starling said they are very appreciative of the City recognizing this issue. Their mission is to strengthen families by building strong families. When children run away it puts them at high risk for victimization, health issues and crime. It is devastating to families and involves law enforcement and community agencies.

FEMA INFORMATIONAL PRESENTATION – Bill Tanger, FEMA Intergovernmental Affairs Coordinator, distributed information to members of the Commission (filed) and asked them to direct those who have been injured by the hurricane to him, and he will meet with them. They have opened a Disaster Recovery Center (DRC) at the Putnam County Fairgrounds. It will be open Monday morning at 8 am. They are open Mon. thru Sat., 9 am to 6 pm. The DRC is the place to go when there are questions or uncertainties on programs or eligibility. FEMA has two types of programs; one is individual assistance and the other is public assistance, which covers damages to public infrastructure. Individuals can apply for assistance through registration with FEMA. Anyone with any eligibility for assistance needs to register. His information package contains federal declarations and details on the process. The individual sequence of events following the disaster were highlighted. Once things have stabilized, homeowners have to go to their insurance companies first and submit claims. FEMA will provide assistance with things there is no insurance to cover, especially housing issues. The top priority for FEMA is to get people out of shelters and get them into safe and sanitary housing. The assistance depends upon circumstances and insurance. They also provide assistance for medical, dental, child care and other services. When individual assistance is played out, the final alternative is the SBA for very low interest rate loans for families, renters and businesses. His flow chart provides detail on individual assistance (filed). There is a chart regarding debris pickup; this shows where people should put their debris. FEMA cannot go on private property so people have to put their debris on public right of way. For a disabled individual with multiple trees down in his yard and can't get them out, Mr. Tanger said someone needs to take photos and send them to the DRC office to apply for assistance. If they have funds or resources, they may want to document that.

Mayor Hill noted the phone number to call for disaster assistance is 800-621-FEMA (3362).

4. **UPDATE - Northeast Florida Regional Council** – Former Mayor Vernon Myers, President, and Brian Teeple, Executive Director, NEFRC, narrated a Power Point presentation (filed). Mr. Myers thanked the Commission for allowing him the opportunity to represent the City of Palatka as the City's designee; he served as Board President for the past year. He now serves as Past President. The NEFRC was formed in the 1970's and will soon celebrate its 40th anniversary. It was formed by Interlocal Agreement between the counties represented, is governed by a 35 member board, and function as a governmental agency. Putnam County is represented by Walt Pellicer and Kenny Eubanks, and Larry Harvey represents the Governor. He recognized Vice Mayor Brown, a former board member, and his wife, Linda Myers, a former president.

Brian Teeple, Executive Director with 30 years of service, read the mission statement and spoke of the governance of the Board, and subsidiary organizations they serve, as well as local government boards and commissions. They provide planning and technical assistance, create policy for emergency preparedness and assist local governments with things like comp plan amendments. All plan amendments go to them first for comments. They provide a lot of general technical assistance in the area of comprehensive planning, annexations, zoning and regulatory planning, etc. They perform services like facilitation, mediation, dispute resolution and initiative support. They wrapped up work with the Public County Solid Waste Advisory Board last year. They provide technical assistance in affordable housing and work with the Putnam County SHIP Program. They play a role in transit systems for the transportation disadvantaged, and work with Putnam's Ride Solutions. Each year they run the NE Florida Regional Leadership Academy. He recommends it to each of the Commissioners who want to learn more about the surrounding community. This provides a positive attitude and understanding of what is going on in the community. They formed a Not for Profit "think tank" and are currently developing a marketing plan for small towns and rural areas like Palatka. They are looking at a new enhanced corridor for Jacksonville to Palatka as well as other new corridors. They do a lot of work in resiliency; they learned a few lessons from Hurricane Matthew. They learned a lot about how storm surge

would affect private real estate. They collect legislative priorities and advocate on behalf of local government each year in the legislature. They are a Certified Economic Development District by the Economic Development Administration which allows business to access capital that otherwise wouldn't be available. They've recently completed a blueprint for economic development throughout NE Florida. They do "economic and feasibility" analyses which helps to bring business and development to Florida. They do Emergency Preparedness programs for storm preparedness, terrorism, hazardous materials and other areas. They provide training opportunities for first responders and hazard planning. They helped develop the plan that was put into place when Hurricane Matthew was approaching. For the past 10 years they have been responsible for developing a state-wide regional evacuation program and develop the science behind calling for an evacuation and managing evacuations. They also provide staffing to the EOCs. They serve as the regional evacuation coordinator and serve with 13 other regional coordinators. They decide when people leave and when people can come back to their property.

Mayor Hill said he felt like it was important for citizens to hear the update from NEFLC and hear information from FEMA. They endeavor to keep citizens informed.

Former Commissioner Ted MacGibbon and Tax Collector Linda Myers were recognized, being members of the audience.

STUDENT OF THE MONTH – October, 2016 – Vice Mayor Brown joined Mayor Hill in presenting in presenting certificates to the following students in recognition of academic excellence, leadership, citizenship and attendance at their respective schools:

Molly Albritton	Browning-Pearce Elementary
Malachi Dixon	C. L. Overturf, Jr. 6 th Grade Center
Gianna Bohannon	Children's Reading Center Charter School
Camren Davis	E. H. Miller School
Kaitlin Arthur	James A. Long Elementary School
Brandall Kearse	Jenkins Middle School
Brayden Myers	Kelley Smith Elementary School (October Honoree)
Pedro Manuel Estrada-Rosado	Mellon Elementary School
Al'lyssa Ford	Moseley Elementary School
Izell Hendrieth	Palatka High School
Anabell Suggs	Peniel Baptist Academy
Isaac Harper	Putnam Academy of Arts & Sciences
Sara Keith	Putnam EDGE High School

2. PUBLIC COMMENTS

Askew Vickers, 207 N. 18th Street, showed the Commission the filter from his business' ice machine, saying the water won't come through the filter. He can only get 30 to 60 days out of a filter that costs over \$100. This is an expense. This problem should have been addressed long before now. Mayor Hill said they increased rates so they can start to pay for the \$28 million in infrastructure to replace 65 miles of water line. They are trying to find funding and alternatives. The water system has existed since 1887. Mr. Vickers said he can't get his garbage containers emptied but once every week or every other week.

Mayor Hill asked him to get with Mr. Griffith to discuss these issues.

Mr. Vickers said he spoke to a young lady about a conversation she had with Commissioner Norwood about a conversation regarding the ditches being full, and he advised her to drive slower. Mayor Hill asked him to get with Mr. Griffith following the meeting. Mayor Hill thanked Mr. Vickers for consistently coming forward with issues.

3. **CONSENT AGENDA**

- a. **Adopt Resolution No. 2016-12-83** authorizing the City Manager and City Clerk to execute and attest Supplemental Joint Participation Agreement #2 with FDOT increasing the amount of FDOT funding to \$375,620 and total project amount to \$754,117 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (50% FDOT; 49% FAA; 1% City of Palatka Funding)
- b. **Adopt Resolution No 2016-12-84** adopting a policy protecting the rights of individuals engaged in non-violent civil rights demonstrations and barring the restriction of access to locations or facilities which are the subject of such demonstrations
- c. **Adopt Resolution No. 2016-12-85** awarding the Airport Turf Mowing Bid to Frank Crabtree in the amount of \$54,000/yr per results of ITB #2016-10
- d. **Approve requested items for Special Events Permit No 16-48 - Palatka Pride Fall Festival to be held on 10/29/16 from 10:00 a.m. to 3:00 p.m.- Palatka Pride/PPD; Capt. Tobby Williams, Applicant**
 1. Grant permission to exceed allowable noise levels throughout the duration of event.
 2. Allow closure of S. 14th St. from Crill Ave. to Diana Dr. and a portion of Diana Dr. west of S. 14th St. for event.

Item B was removed for discussion. Commissioner Brown moved to adopt all other items on the Consent Agenda as presented. Commissioner Campbell seconded the motion, which passed unopposed.

- 3b. **Adopt Resolution No 2016-12-84** adopting a policy protecting the rights of individuals engaged in non-violent civil rights demonstrations and barring the restriction of access to locations or facilities which are the subject of such demonstrations – Mayor Hill noted this is a housekeeping item. Commissioner Norwood said they can only instruct the Palatka Police Department; he doesn't believe they can set policy for other law enforcement agencies. Don Holmes, City Attorney, said he spoke with the City Manager today and was advised that this was a formatted resolution provided by the CDBG Grants Administrator. Mr. Suggs said they are verifying whether or not this was the exact language that was provided by Department of Commerce. They are already obligated to apply state law. Mr. Holmes noted the bottom of Paragraph 1 says "to the extent and limit of the City's power and authority to do so." It basically says that if they have power to keep law enforcement agencies from using excessive force, they can. This is specifically for grant purposes and compliance. Mr. Holmes said this is a resolution; it's not like it's a law. It's a policy. If FHP or Fish & Game violates it, there is little action they can take. There being no further discussion, Commissioner Brown moved to adopt the Resolution as read. Commissioner Borom seconded the motion. A voice vote was taken, which yielded the following results: Commissioners Borom, Brown, Campbell, Norwood and Mayor Hill, yes; Nays, none. The Resolution was declared adopted.

5. **REQUEST TO APPEAL Planning Board Case #16-38 - Denial of Conditional Use – Michael Byars and Kim Burnett, Applicants for a conditional use permit to allow for an Internet Cafe in a storefront unit located at 2000 Reid St. – Mr. Holmes reminded the commission that because this is an appeal they can only consider what evidence and testimony that went before the Planning Board, and cannot consider new evidence. Thad Crowe, Planning Director, said the Planning Board spent some time hearing testimony and engaged in a lot of deliberation. The primary concern was an undue concentration of these types of business in the Reid Street area. The City has become a magnet for these types of businesses in this area. In the end they determined because of the undue concentration and uncertainty of whether these places are following state laws, as they have been shut down in other jurisdictions, they are potential magnets for crime. They denied the conditional use permit by a margin of 6 in favor to deny, one opposed to denial.**

Michael Byers and Kim Burnett – Ms. Burnett, 141 Pine Brook Drive, Mooresville SC, said they were denied the permit on the basis of undue concentration. At the time six of them were operating. Today there are only four operating. The undue concentration part has gone away. They agree that improvements need to be made to the parking lot, which they agree to do. The pastor of their neighboring church spoke on their behalf. They have had no disturbances or calls for service. If the population supports these uses being open and frequents these uses, it is unfair to say there is an undue concentration. They have agreed to abide by the recently adopted rules. There is another application for one of these facilities at 200 N. 19th Street pending. She asks they reconsider and overturn the denial.

Mr. Holmes asked if, and was told that, the Agenda Packet contains the minutes from the Planning Board meeting. Mr. Holmes said under their ordinance an appeal of a denial of a conditional use comes to them truly as an appeal and not as a recommendation. They must limit their consideration to the record below, the minutes they were given, and decide that the information provided to the Planning Board couldn't support the decision, or the wrong law or ordinance was applied, or that there was some other defect in the proceedings. If not, the appellant has not met their burden of proof. If they believe the Planning Board varied from its job when it denied the permit, they can overturn the denial.

Commissioner Norwood moved to uphold the Planning Board's decision to deny the conditional use permit based upon the information they had at the time citing an undue concentration of this type of business, as well as the health and welfare of residents. Commissioner Borom seconded the motion. A roll-call vote was requested and taken which yielded the following results: Commissioners Borom, Brown and Norwood, Yes; Commissioner Campbell and Mayor Hill, No. The motion passed to uphold the Planning Board's denial by a margin of three in favor, opposed by Commissioner Campbell and Mayor Hill.

PUBLIC HEARINGS:

6. **ORDINANCE** rezoning 623 & 625 Laurel St. - Planning Board Recommendation to amend the Future Land Use Map to Commercial and assign planned unit development zoning to the properties, from R-1 (Residential, Single-Family) - - Charles and Tina Duck, Owners and Applicants. Mayor Hill opened the public hearing.

ORDINANCE Amending the Future Land Use Map – Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE): FROM RH (RESIDENTIAL HIGH DENSITY) TO COM (COMMERCIAL), FOR 623 AND 625 LAUREL STREET, PROPERTY LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Brown moved to adopt the ordinance as read. Commissioner Campbell seconded the motion. There being no discussion and no comment, a roll-call vote was taken, which yielded the following results: Commissioners Brown, Borom, Campbell, Norwood and Mayor Hill, yes; Nays, none. The ordinance was declared adopted.

ORDINANCE to Rezone – 2nd Reading, Adopt – – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTIES LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, INCLUDING 623 AND 625 LAUREL STREET TO BE REZONED FROM R-1 (RESIDENTIAL, SINGLE-FAMILY) TO PUD/C-1A (PLANNED UNIT DEVELOPMENT/ COMMERCIAL NEIGHBORHOOD); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE

DATE. Commissioner Campbell moved to adopt the ordinance on second reading as read. Commissioner Borom seconded the motion. There being no discussion or comment, a roll-call vote was taken, which yielded the following results: Commissioners Brown, Borom, Campbell, Norwood and Mayor Hill, yes; Nays, none. The ordinance was declared adopted on second reading.

7. **ORDINANCE** amending Zoning Code Sections 62-1 (definitions) and 62-17 (changing sign standards) – 2nd Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE SIGN CODE, CHAPTER 62 OF THE MUNICIPAL CODE, REVISING DEFINITION AND STANDARDS PERTAINING TO CHANGING SIGNS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Norwood moved to adopt the ordinance on 2nd reading as read. Commissioner Campbell seconded the motion. Mr. Holmes noted at the first reading the Sec. 62-17(a) was amended to allow scoreboards to be up to 200 sq ft, or greater in size upon prior approval of the Planning Board. A review of the minutes of the 10/13/16 meeting confirmed this. Commissioner Brown moved to amend 62-17(a) to read "... except that scoreboards may be up to 200 square feet in size. Scoreboards in excess of 200 square feet may be approved by a grant of variance." Commissioner Campbell seconded the motion, which passed unopposed. The floor was opened for public hearing; there was no public comment offered. A voice vote on the motion to adopt as amended yielded the following results: Commissioners Borom, Brown, Campbell, Norwood and Mayor Hill, Yes; Nays, none. The ordinance was declared adopted.
8. **ORDINANCE** amending Section 86-62 of the Code of Ordinances to provide options regarding calculations for separate water service required for each business unit – 2nd Reading, Adopt – The Clerk read an Ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING SECTION 86-62 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO SEPARATE SERVICES REQUIRED FOR EACH BUSINESS UNIT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Brown moved to adopt the ordinance on 2nd reading as read. Commissioner Campbell seconded the motion. There being no comment and no discussion, a voice vote on the motion to adopt was taken, which yielded the following results: Commissioners Borom, Brown, Campbell, Norwood and Mayor Hill, Yes; Nays, none. The ordinance was declared adopted.
9. **ORDINANCE** amending Palatka Municipal Code, Chapter 2, Administration, to add an Accounts Receivable Policy – 2nd Reading, Adopt – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY AMENDING CHAPTER 2, ADMINISTRATION, TO ADD AN ACCOUNTS RECEIVABLE POLICY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Norwood moved to adopt the ordinance on 2nd reading as read. Commissioner Campbell seconded the motion. There being no comment and no discussion, a voice vote on the motion to adopt was taken, which yielded the following results: Commissioners Borom, Brown, Campbell, Norwood and Mayor Hill, Yes; Nays, none. The ordinance was declared adopted.
10. **ORDINANCE** amending Palatka Municipal Code, Section 10-4, Hours when alcohol sale prohibited; half-hour closing period - 1st Reading – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE ALCOHOLIC BEVERAGES CODE, CHAPTER 10 OF THE MUNICIPAL CODE, REVISING HOURS OF OPERATIONS RESTRICTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Mayor Hill said they held several workshops on the matter; he tasked Mr. Crowe with drafting an ordinance in the spirit of what came from those meetings. There wasn't much dissent by way of having businesses that are primarily restaurants to be allowed to serve and allow individuals to consume alcoholic beverages on site on Sunday prior to 1:00 pm. Law

Enforcement said it would be easier to enforce an ordinance that mirrored the County's ordinance. The hours proposed to allow on premises sales and service Monday thru Saturday are 7:00 am to 2:00 am. On Sunday the time proposed is 12:00 noon to midnight, and 7:00 a.m. to 12:00 midnight for bona fide restaurants whose primary business is service of full course meals, and only if they continue to serve meals during this period. The primary business should be service of meals. He'd ask to strike "full course" and leave the rest.

Commissioner Campbell moved to deny passage of the ordinance on first reading as written. Commissioner Borom seconded the motion. Commissioner Campbell said he is all for moving the time earlier; he does have a problem with it being 7:00 am on any other day. He would like to see it reflect what the County has for a variety of reasons. He would take into consideration those facilities that serve food and pass the ordinance on first reading. Mayor Hill noted the County allows for the sale of, but not consumption, prior to 12:00 noon. Commissioner Norwood said he would support aligning with the County to provide a level playing field as this puts the City at a disadvantage. Mayor Hill said the City needs to find ways to distinguish itself from the County to attract businesses and build a tax base. They are not the County, they are the hub of the County. Their zoning isn't the same as the County's; when they annex property they change the zoning. There are many things that separate them. They need a competitive market. He sees no problems with allowing restaurants to serve on premises on Sunday morning. Discussion ensued, led by Commissioners Borom and Campbell, regarding a "true need" to allow restaurants to begin serving at 7:00 a.m. and Palatka's "identity." Following discussion, consensus was reached amongst the Commissioners that changing the time on Sunday for on-premises consumption to 10:00 a.m. would be acceptable. Mayor Hill noted there is no prohibition at 7:00 a.m. any other day of the week. There is only a prohibition on Sunday. The question was called on the motion to deny passage on first reading. A roll-call vote was taken, which yielded the following results: Commissioner Borom, Brown, Campbell, and Norwood, Yes; Mayor Hill, No. The ordinance failed to pass on first reading.

Commissioner Brown spoke of the need to compromise for the sake of tourism and attracting tourists. She said other cities do many things like this; she'd like to see them find a compromise. People will find ways to drink at any time of the day. Discussion ensued on readdressing a motion on the matter.

MOTION TO RECONSIDER - Commissioner Norwood, as a commissioner who voted on the prevailing side of the motion to deny passage of the ordinance amending hours sales of alcoholic beverages for on-premises consumption (Item 10 on the Agenda), moved to reconsider the vote upon the motion to deny passage of the ordinance on first reading. Commissioner Borom seconded the motion, which passed unopposed.

Discussion ensued regarding hours of sale for on-premises consumption on Sunday. Mayor Hill said the golf course is open at 6 am and loses a lot of money year-round because they currently can't sell on Sunday before 1 pm. Discussion of options ensued. Commissioner Brown moved to modify the time for Sunday alcohol on-premises sales to 10:00 a.m. Commissioner Campbell seconded the motion. Mr. Holmes said the motion under discussion is to deny first reading of the ordinance, so they need to deny this motion. Following discussion, Commissioner Campbell moved to withdraw the motion to deny first reading of the ordinance. Commissioner Norwood seconded the motion. Commissioner Brown moved to amend the time of the proposed ordinance from 7:00 am to 10:00 am for restaurants and pass it on first reading as amended. Commissioner Borom seconded the motion. There being no further discussion or comment, a roll-call vote was taken, which yielded the following results: Commissioners Brown, Borom and Campbell, yes; Commissioner Norwood and Mayor Hill, No. The ordinance was declared passed on first reading as amended.

11. CITY MANAGER & ADMINISTRATIVE REPORTS:

Chief Shaw said the PD will be going through accreditation Tuesday through Thursday. Accreditors will be here Tuesday morning at 8:00 a.m. They welcome any member of the Commission and the City Manager to be present to support them at 8:30 a.m. on Nov 1st. The Fall festival is scheduled for Saturday from 10 am to 2 pm and park clean-up from 2 pm to 3 pm following the event at Hank Bryan Park. Halloween Trunk or Treat is scheduled for Oct. 31st at Palatka Mall from 5 pm to 7 pm.

Jonathan Griffith said Public Works has not provided a project update due to preoccupation with storm clean up. Most of the major projects are moving forward, Southern Riverfront Improvements CDBG project is out to bid and they are hoping to advertise the Terminal Construction Project next week for bid.

Mr. Griffith provided an update on storm clean-up. Some debris was put out after the contractor came through; they will be revisiting those sites. He thanked the Commission for postponing twice-weekly residential collection for two weeks.

Thad Crowe, Planning Director, said their new employee in Building & Zoning is Karen Gilyard. They are pleased to have her on board.

EMERGENCY ITEM REQUEST – WAIVER OF PERMIT FEES FOR STORM-RELATED PERMITS – Mr. Crowe said the City has received requests from contractors to waive fees for permits related to storm damage. The County is waiving permit fees for permits related to storm damage. They would need an emergency resolution to waive fees for building permits for storm related damage. Mr. Suggs suggested they hold discussion on the suggestion. They would have the building official confirm that the permit is for storm-related damage. Some they need to have made retroactive. The County didn't apply a time period for the waiver. A month should cover it. They should make this retroactive to the Storm. He will refund fees already paid.

Commissioner Brown moved to amend the Agenda to add an emergency item to take up the issue of waiving Hurricane Matthew storm-related permit fees. Commissioner Norwood seconded the motion, which passed unopposed. Commissioner Borom moved to waive permit fees for storm related damage for a period of thirty (30) days retroactive to October 7th. Commissioner Norwood seconded the motion and said noted contractors are busy and are at least 45 days behind. Mr. Crowe said as long as they show the damage is storm related, it can be extended to sixty days. Commissioner Norwood moved to amend the motion to extend the time for permit fee waiver for storm-related permits to sixty (60) days. Commissioner Borom seconded the motion, which passed unopposed.

The Clerk reported that the City's Safety and Employee Appreciation Luncheon is scheduled for tomorrow (Friday) at the Municipal Golf Club. Lunch will be served at 11:45 a.m.

12. COMMISSIONER COMMENTS – There were none.

13. ADJOURN – There being no further business to discuss, the meeting was adjourned at 8:08 p.m. upon a motion by Commissioner Brown.

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 206.105



CITY COMMISSION AGENDA ITEM

SUBJECT:

REQUEST TO APPROVE FUNDING - \$500 for Disadvantaged Youth Orlando Magic Game Event

SUMMARY:

This is a Commission request to fund \$500 towards a Disadvantaged Youth Orlando Magic Game event. In 2016 Passero Associates sponsored the transportation and event tickets to send 50 Palatka area disadvantaged youth to an Orlando Magic game in Orlando. Once at the event, each youth was given \$10 to spend on food and drink. Mayor Hill paid this expense out of pocket.

Another trip to see the Orlando Magic is being organized. This is a request is to authorize a donation of \$500 to fund food and drink for 50 area youth that will be attending the upcoming event.

RECOMMENDED ACTION:

Discussion and action on request for funding.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	12/8/2016 - 6:03 PM