

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

TAMMIE M. WILLIAMS
COMMISSIONER



CITY of *Palatka* FLORIDA

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

TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

AGENDA CITY OF PALATKA January 26, 2017

CALL TO ORDER

- a. Invocation - The Reverend Garry Taylor, Assoc. Pastor, Dunns Creek Baptist Church
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 01/09/17 Special; 01/12/17 Regular Meetings

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. PROCLAMATION – Black History Month – February, 2017
- b. PROCLAMATION – Palatka Christian Service Center Month – February, 2017 – Rev. Sheila McCoy
- c. PROCLAMATION – Palatka Pride Month – February, 2017 – Marcia Marinello, KPB
- d. PROCLAMATION – March of Dimes Fundraising Days – Feb 1 thru April 8, 2017 – Mike Perry, Chm.
- e. STUDENT OF THE MONTH – January, 2017 – Mayor Hill & Commissioner Williams

| | |
|-----------------|--|
| Lance Dollar | Browning Pearce Elementary School |
| David Clift | C. L. Overturf, Jr. 6th Grade Center |
| McKenzie Guy | Children's Reading Center Charter School |
| Joseph Trowell | E. H. Miller School |
| Kaley Giddens | James A. Long Elementary School |
| Heaven Williams | Jenkins Middle School |
| Zakkary Sellers | Kelley Smith Elementary School |
| Jazmine Brown | Mellon Elementary School |
| Angel Cordero | Moseley Elementary School |
| Hayley Smith | Palatka High School |
| Joellie Tucker | Peniel Baptist Academy |
| Michael Smith | Putnam Academy of Arts & Sciences |
| Ch'lanta Boyd | 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. 2017-12-05 authorizing the execution of Florida Recreation Development Assistance Program Grant Agreement No. A7058 for the Hank Bryan Park Improvement Project
- *b. Adopt Resolution No. 2017-12-06 authorizing The Execution of FEMA 4283-Dr-FI Public Assistance State Agreement Related Disaster Recovery Efforts Related To Hurricane Matthew
- *c. Adopt Resolution 2017-12-07 awarding bid to P&S Paving in an amount not to exceed \$700,000 for construction of CDBG-C04, Southern Riverfront Improvement, per results of ITB-2016-12
- *d. Adopt Resolution 2017-12-08 authorizing the execution of Construction Administration Work Order 17-48R with Passero & Associates in the amount of \$90,000 for CDBG Project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements
- *e. Adopt Resolution No. 2017-12-09 authorizing the purchase of specialty playground equipment from Kompan as sole source provider for the Riverfront Park Nature Based Playground Project
- *f. Adopt Resolution No., 2017-12-10 authorizing the Mayor and City Clerk to execute and attest Ayres Associates' Engineering Scope & Fee Agreement in an amount not to exceed \$130,000 for the Palatka Potable Water Project.

201 N. 2ND STREET • PALATKA, FLORIDA 32177

www.palatka-fl.gov

PHONE: (386) 329-0100

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AGENDA - CITY OF PALATKA

January 26, 2017

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3. CONSENT AGENDA (Continued)

*g. Adopt Resolution No. 2017-12-11 authorizing execution of an Interlocal Agreement with Putnam County BOCC to allow the appointment of a County Commissioner to the Palatka Community Redevelopment Agency per F.S. 163.357(1)(d).

1. Appoint BOCC District 3 Commissioner Tommy Stilwell to the Palatka CRA for a four-year term to expire December, 2020

*h. Appoint members to the Golf Course Advisory Board (Annual Appointments): Jim Roach (President) & Wilson Edwards for PMGA; Gen Alvers (President) and Joyce Oliver for PWGA, for one-year terms to expire January, 2018;

- * 4. REQUEST FOR FUNDING for Shelter Repairs - Shandra Riffey, Executive Director, Lee Conlee House Domestic Violence Shelter/Program

PUBLIC HEARINGS:

- * 5. PUBLIC HEARING: 3803 Crill Ave. & 3805 Crill Ave. / 102 Highlawn Ave. - Planning Board Recommendation to annex and assign C-1 (General Commercial) zoning to the property - James Militello, Owner; Palatka Building & Zoning Dept., Applicant.

*a. ANNEXATION ORDINANCE – 2nd Reading, Adopt

*b. FUTURE LAND USE MAP AMENDMENT ORDINANCE - Adopt

*c. REZONING ORDINANCE – 2nd Reading, Adopt

- * 6. ORDINANCE - 1001 Husson Avenue; substantial change to existing Planned Unit Development (PUD) Zoning - Staff and Planning Board Recommendation to modify planned unit development zoning to the property, from M-1 (Light Industrial) - Scott Gattshall, Facilities Director for Putnam County School District, Applicant – 2nd Reading, Adopt

- * 7. ORDINANCE amending Zoning Code Section 94-148 to allow changing signs (electronic and manual) in the C-1 general commercial zoning district – 2nd Reading, Adopt

- * 8. ORDINANCE amending Palatka Municipal Code Sec. 50-57 to add provisions allowing the issuance of a franchise license for selling or vending in city parks– 2nd Reading, Adopt

- * 9. ORDINANCE - 203 Central Avenue - Planning Board Recommendation to de-annex a portion of Property - David J. Welch, Owner, Palatka Building & Zoning Dept., Applicant., - 1st Reading

- * 10. ORDINANCE - Planning Board Recommendation to amend Zoning Code Section 94-200(e) to revise development and design standards for non-temporary outdoor sales uses - 1st Reading

- * 11. RESOLUTION entering into a Franchise Agreement with Hertz Golf, LLC for the Palatka Golf Club and Restaurant - Adopt

12. CITY MANAGER & ADMINISTRATIVE REPORTS

13. COMMISSIONER COMMENTS

14. ADJOURN

*Attachment **Separate Cover

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

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

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Upcoming Events:

Jan 31 – Put. Co. Legislative Delegation 2:00 - BOCC
Feb. 7, 8, 9 – FLC FAST Fly-In, Washington DC
March 4 – 5 – Florida Azalea Festival
March 21 – 22 – FLC Legislative Action Days – Tallahassee

Board Openings:

Planning Board – 1 vacancy (at large)
Put. Co. Library Board – City Appointee (2)
Board of Zoning Appeals – 1 vacancy (at-large)
Code Enforcement Board – 1 vacancy (alternate)
Palatka Housing Authority Board – Accepting Applications

CITY OF PALATKA



Proclamation

WHEREAS, Dr. Carter G. Woodson, founder of the Association for the Study of Negro Life and History, initiated Negro History week in 1926, which grew into Black History Month during the 1970's; and

WHEREAS, Black History Month is so designated to recognize, honor and record the historical contributions and achievements made by Blacks in the Armed Forces, Architecture, Arts, Business, Civil Rights, Economics, Education, Entertainment, Exploration, History, Law, Literature, Medicine, Music, Politics, Science and Sports; and

WHEREAS, February is nationally designated as Black History Month, and is annually set aside for all Americans to focus on the significant role African Americans have played in our Country's history and in the shaping of our nation and culture; and

WHEREAS, the Palatka City Commission wishes to maintain and promote harmonious inter-cultural relations and highlight the rich ethnic and cultural diversity throughout the City of Palatka and Putnam County; and

WHEREAS, the Palatka City Commission recognizes the importance of education in breaking the cycle of poverty because education unlocks potential and remains our strongest weapon against injustice and inequality. The 2017 Black History Month theme, "The Crisis in Black Education" focuses on the crucial role of education in the history of African Americans. As Association for the Study of Negro Life and History's founder Carter G. Woodson once wrote, "If you teach the Negro that he has accomplished as much good as any other race he will aspire to equality and justice without regard to race."

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim the month of February, 2017 as

BLACK HISTORY MONTH

in the City of Palatka, Florida, and urge all citizens to join the Palatka City Commission in celebrating February as Black History Month each year, and to share in the spirit of the Month and take part in related activities that reflect the goals of Black History Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 26th day of February, in the Year of Our Lord Two Thousand and Seventeen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
Tammie M. Williams

CITY OF PALATKA, FLORIDA

Terrill L. Hill, MAYOR



CITY OF PALATKA



Proclamation

WHEREAS, the Palatka Christian Service Center's beginning was with the Palatka Ministerial Association in January, 1992; and

WHEREAS, the Palatka Christian Service Center has been a beacon of hope and help for the entire community as a place of referral for those that come in need of assistance; and

WHEREAS, the Palatka Christian Service Center's long term goal is work with clients on an individual basis to find permanent, workable solutions to improve their current circumstances, thereby improving the community as a whole; and

WHEREAS, the Palatka Christian Service Center is not an entitlement agency, but a service to the community providing a referral and multiple assistance location; and

WHEREAS, the Palatka Christian Service Center provides Basic Needs (clothing, shelter, house hold goods); Financial Needs (utilities, rent, or mortgage); Medical Needs (health exams, prescriptions); Employment Needs (job searches, referrals, training, resume writing); Financial Education (money management, budgeting, financial planning referral); R L Simmons House for emergency shelter for homeless; Elder Care (completing paperwork, medications); Domestic Violence Assistance (counseling, emergency shelter referral) and Spiritual Needs (counseling, prayer, tracts); and

WHEREAS, the Palatka Christian Service Center has been blessed to server our community for 25 years, giving a hand up to the citizens of this community.

NOW THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim the month of February, 2017 as

PALATKA CHRISTIAN SERVICE CENTER MONTH

In Palatka, and I ask all citizens to observe this month by recognizing and acknowledging the role of Palatka Christian Service Center in this community's well-being.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 12th day of January, in the Year of Our Lord Two Thousand and Seventeen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
Tammie M. Williams

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR



CITY OF PALATKA



Proclamation

WHEREAS, it is important to create public awareness of the need to protect the environment and maintain the appearance of our communities, and it is the responsibility of every citizen to strive to keep public and private property clean and free of debris, trash, and garbage; and

WHEREAS, Springtime marks the beginning of Festival Season in Palatka and Putnam County, during which hundreds of thousands of people from all over the world will visit Palatka and Putnam County in order to take part in the festivities; and

WHEREAS, both Keep Putnam Beautiful and Palatka Pride have partnered together to promote programs that engage individuals through coordinated events to renew neighborhoods and parks, trails and recreation areas; clean up shorelines and waterways; remove litter and debris; reduce waste and increase recycling; and plant trees, flowers and community gardens, in order to inspire a new generation of community stewards who will take greater responsibility for improving their community's environment; and

WHEREAS, the City of Palatka proudly partners with Palatka Pride and Keep Putnam Beautiful to sponsor "Operation Clean-Sweep – Greater Palatka Clean-Up", an environmental clean-up program, during the month of February each year in order to help make our community the prettiest and cleanest it can be; and

WHEREAS, the City of Palatka wishes to encourage all citizens and property owners within the City in this clean-up effort by declaring an amnesty period for yard trash, large item and appliance pick-up during the last two weeks in February of each year, and will offer this service free of charge from February 13 through March 1, 2017.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, hereby declare February, 2017 as

PALATKA PRIDE OPERATION CLEAN-SWEEP GREATER PALATKA CLEAN-UP MONTH

in the City of Palatka, and hereby encourage all residents to clean up weeds and litter around their homes and businesses, participate in individual and group clean-up, paint-up and fix-up programs, volunteer their time to help their neighbors clean up their properties, and help to support organizations, neighborhoods and individuals in their efforts to keep our communities clean and well-maintained throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 26th day of January, in the Year of Our Lord Two Thousand Seventeen

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
Tammie M. Williams

PALATKA CITY COMMISSION

By: Terrill L. Hill, MAYOR



CITY OF PALATKA



Proclamation

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

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

WHEREAS, the March of Dimes kicks off its 2017 fundraising season in February, chaired by March of Dimes Chairperson Mike Perry, which will continue until the official March of Dimes "March for Babies" event, which was initiated in 1970 to raise funds that support critical March of Dimes programs. March for Babies, formerly Walk-America, has been successful for 45 years, raising more than \$2.3 billion for the March of Dimes mission to improve the health of babies by preventing birth defects and infant mortality; and

WHEREAS, the nation's hope for assuring future generations a healthy start in life depends upon the efforts and commitment of all Americans to participate in fundraising events like Pink & Blue Jeans for Babies, the sale of chocolate, "footprints" and other government, corporate and individual fundraising events leading up to the March for Babies, to be held in Palatka on April 8, 2017 at the Palatka Riverfront Park.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim February 1st through April 8th, 2017 as

MARCH OF DIMES FUNDRAISING DAYS

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the City of Palatka, Florida this 26th day of January, in the Year of Our Lord Two Thousand and Seventeen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
Tammie M. Williams

CITY OF PALATKA

Terrill L. Hill, MAYOR





CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No 2017-12-05 authorizing the execution of Florida Recreation Development Assistance Program Grant Agreement No. A7058 for the Hank Bryan Park Improvement Project

SUMMARY:

The City has been awarded a Florida Recreation Development Assistance Program (FRDAP) grant in the amount of \$50,000.00 for improvements to Hank Bryan Park. The total project cost is estimated at \$50,000.00 with no matching funds required of the City.

RECOMMENDED ACTION:

Adopt a resolution authorizing the execution of Florida Recreation Development Assistance Program grant agreement no. A7058 for the Hank Bryan Park improvement project.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| ▫ Resolution_FRDAP Grant_Agreement_A7058 | Resolution |
| ▫ FRDAP_GRANT_AGREEMENT_A7058 | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|--------------------|---------------|----------------------|
| Grants & Projects | Griffith, Jonathan | Approved | 1/17/2017 - 10:48 AM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 11:03 AM |

RESOLUTION NO. 2017-

A RESOLUTION AUTHORIZING THE EXECUTION OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT AGREEMENT No. A7058 FOR THE HANK BRYAN PARK IMPROVEMENT PROJECT

WHEREAS, the Florida Recreation Development Assistance Program (FRDAP) has awarded the City a grant in the amount of \$50,000.00 for improvements to Hank Bryan Park (PROJECT); and

WHEREAS, the total project cost is estimated at \$50,000 with no matching funds required of the City; and

WHEREAS, it is in the best interest of the City of Palatka to execute and accept the grant agreement; and

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

1. That the Palatka City Commission confirms and approves the grant agreement with the Florida Recreation Development Assistance Program (FRDAP) for improvements to Hank Bryan Park; and
2. That the City Manager and City Clerk are authorized to execute and attest all documents required in connection with the acceptance of the FRDAP grant agreement in the amount of \$50,000.00 which represents 100% of the costs associated with this project; and
3. That the City Manager is hereby authorized to sign all contracts and other documents as may be required in support of the project, after review and approval by the city attorney

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

DEP AGREEMENT NO. A7058

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1698A OF THE FY2016-2017 GENERAL APPROPRIATIONS ACT
FOR DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the “Department”) and the **CITY OF PALATKA**, whose address is 201 North 2nd Street, Palatka, Florida 32177-3735 (hereinafter referred to as “Grantee”), a local governmental entity, to provide financial assistance in furtherance of an approved public outdoor recreation project known as Hank Bryan Park, Phase I, Project Number A17058 (hereinafter referred to as the “Project”). Collectively, the Department and the Grantee may be referred to as “Parties” or individually as a “Party”. For purposes of this Agreement, the terms “Grantee” and “Recipient” are used interchangeably.

WHEREAS, the Department is authorized to administer the Florida Recreation Development Assistance Program (FRDAP), in accordance with Section 375.075, F.S.; and,

WHEREAS, pursuant to Subsection 62D-5.055(5), Florida Administrative Code (F.A.C.), this Project, as it appears on the Recommended Application Priority List for Fiscal Year (FY) 2016-17, was approved by the Secretary of the Department, submitted to the Executive Office of the Governor and to the Florida House and Senate Appropriations Committee for funding consideration, and was awarded FRDAP funds for the development of land for public outdoor recreation purposes; and,

WHEREAS, the Grantee, as a recipient of the FRDAP grant funds, administered and monitored by the Department, is responsible for complying with all federal and state laws and local rules and regulations during performance of its activities pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and pursuant to Section 375.075, F.S., and Chapter 62D-5, F.A.C., the Parties hereto agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, additionally described in **Attachment A, Project Work Plan**, including all attachments, guidelines, forms, and exhibits named herein, which are attached hereto and/or incorporated by reference. The Grantee acknowledges that receipt of this Grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any **Project Work Plan** activity that may fall under applicable federal, state or local laws.

Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm or by contacting the Department’s Grant Manager.

The Project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on **Attachment B, Commencement Documentation Checklist, DRP-107**, attached hereto and made a part hereof. Upon satisfactory approval by the Department, the Department will issue written “Notice to Commence” to the Grantee. Unless and until the Department issues

the “Notice to Commence” authorizing Grantee to commence the Project, the Department shall not be obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind, which were incurred prior to the “Notice to Commence”, except for eligible Pre-Agreement Expenses as more fully described in Subsection 62D-5.054(34), F.A.C.

2. PERIOD OF AGREEMENT:

This Agreement shall be effective upon execution by both Parties and remain in effect for a period of three (3) years from the date of the State of Florida’s (“State”) fiscal year in which funds are appropriated, July 1, 2016, until midnight on June 30, 2019, inclusive. If Project is not completed by midnight on June 30, 2019, then this Agreement shall be terminated and the Project funds shall revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.). The Grantee shall be entitled to reimbursement of eligible Pre-Agreement Expenses for expenses incurred on or after July 1, 2016, until the effective date of full execution of this Agreement.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for costs pursuant to FRDAP guidelines regarding Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project completion date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of state funds, hereby adopted and incorporated by reference.

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$50,000.00. The Parties acknowledge and agree that this Agreement does not require a match on the part of the Grantee. It is understood that any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- B. Prior written approval from the Department’s Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Paragraph 3.E., are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both Parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee’s match requirements; a change in the expiration date of the Agreement; and/or, changes to the cumulative amount of funding transfers between approved budget categories, as defined in Paragraph 3.E., exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible Project Costs upon the completion, submittal and approval of each Deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, Payment Request Summary Form, DRP-115**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department within sixty (60)

calendar days following the completion date of the Agreement, to assure the availability of funds for payment.

D. Project Costs, Pre-Agreement Expenses and Cost Limits:

- i. Project Costs shall be reimbursed as provided for pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project Costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project completion date as set forth in the Project Completion Certification determined and identified herein. Costs for appraisals, appraisal review, surveys (boundary and topographic), title searches and Project signs are eligible Project Costs. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- ii. Pre-Agreement Expenses, pursuant to Subsection 62D-5.054(34), F.A.C., means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of a project agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
- iii. Cost Limits, pursuant to paragraph 62D-5.058(2)(b), F.A.C., allows for Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees, as eligible Project Costs provided that such costs do not exceed fifteen percent (15%) of the Project cost.

E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The **Payment Request Summary Form, Attachment C**, shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:

- i. Salaries/Wages (Grantee Labor) – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee’s employees, as listed on the Grantee’s approved Cost Analysis to be submitted pursuant to **Attachment A, Project Work Plan, Task 1**.
- ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits (Employee Benefits) – Shall be calculated at the rate up to 40% of direct salaries.
 - b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.
- iii. Contractual Services (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the

Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Nonexpendable and/or nonconsumable personal property or equipment costing \$1,000 or more purchased for the purposes of completing the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapters 69I-72, F.A.C., and/or 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
 - b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
 - c. All subcontracts are subject to the provisions of Paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.
 - iv. Rental/Lease of Equipment – Reimbursement requests for the rental/lease of equipment must include copies of invoices or receipts to document charges.
 - v. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is governed by Paragraph 23 of this Agreement.
 - vi. Miscellaneous/Other Expenses – Direct purchases, for example materials, supplies, Grantee stock, non-excluded phone expenses, reproduction, mailing, and other expenses must be documented by itemizing and including copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- F. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

- G. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) is received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. **ANNUAL APPROPRIATION:**

The Department's performance and obligation to award program grants are contingent upon an annual allocation from the Recommended Application Priority List and/or appropriation by the Florida Legislature. The Department shall distribute FRDAP funds as reimbursement grants to applicants eligible pursuant to Rule 62D-5.055, F.A.C. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

The Grantee shall utilize **Attachment E, Project Status Report Form, DRP-109**, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. **RETAINAGE:**

The Department shall retain ten percent (10%) of the grant until the Project has been completed and approved by the Department. Upon completion of the Project and prior to the release of the final payment the Grantee shall submit all documents described in **Attachment F, Completion Documentation Checklist, DRP-111**, to the Department and the Department shall approve the completion of such documentation, pursuant to FRDAP requirements and additionally set forth in paragraph 62D-5.058(7)(d), F.A.C., in order for the Grantee to receive the retained ten percent (10%).

The Department may perform an on-site inspection of the Project site to ensure compliance with the Project Agreement prior to release of the final grant payment. Any deficiencies must be corrected by Grantee prior to disbursement of final payment.

7. **PROJECT COMPLETION CERTIFICATION:**

Project completion means the Project is open and available for use by the public. In order to certify completion, the Grantee shall submit to the Department **Attachment G, Project Completion Certification, DRP-112**. The Project must be designated complete prior to release of final reimbursement.

8. **INDEMNIFICATION:**

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

9. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days' written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days' written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the Parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an Amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

10. **REMEDIES/FINANCIAL CONSEQUENCES:**

- A. No payment will be made for fees, costs, general expenses of any kind and any other costs associated with Deliverables completed or incurred prior to Grantee receiving a Department issued "Notice to Commence". No payment will be made for Deliverables deemed unsatisfactory by the Department. In the event that a Deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a

satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- i. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- B. If the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule 62D-5.059, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department shall declare the Grantee ineligible for further participation in FRDAP until such time as compliance has been obtained.

11. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- C. The Grantee agrees that if any litigation, claim, or audit commences before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

12. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding Paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment H, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment H** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment H**. A revised copy of **Exhibit 1** must be provided to the Grantee for each Amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager listed in Paragraph 19 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment H, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa/>
- C. The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. **SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to Paragraph 3.E. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. **PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;

- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph 14.A., above, a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph 14.A.

15. SIGNAGE:

The Grantee shall erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign shall be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

16. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

17. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

18. NOTICE:

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under Paragraph 19.

19. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is:

| | |
|--|-----------------------------|
| Tamika Bass or Successor | |
| Community Assistance Consultant | |
| Florida Department of Environmental Protection | |
| Office of Operations | |
| Land and Recreation Grants Section | |
| 3900 Commonwealth Boulevard, MS# 585 | |
| Tallahassee, Florida 32399-3000 | |
| Telephone No.: | (850) 245-2501 |
| E-mail Address: | Tamika.Bass@dep.state.fl.us |

The Grantee's Grant Manager at the time of execution for this Agreement is:

| | |
|------------------------------------|----------------------------|
| Mr. Jonathan Griffith or Successor | |
| Project Manager | |
| City of Palatka | |
| 201 North 2nd Street | |
| Palatka, FL 32177-3735 | |
| Telephone No.: | 386-329-0100 |
| Fax No.: | 386-329-0106 |
| E-mail Address: | jcgriiffith@palatka-fl.gov |

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to Paragraph 3.B. should include the updated Grant Manager information.

20. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida and the Department, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-insured for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-insured for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any subgrant or subcontract issued for the performance of the work specified under this Agreement, unless such subgrant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this Project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability Insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability Insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

21. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

23. EQUIPMENT:

Reimbursement for direct or indirect equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.

24. QUALITY ASSURANCE REQUIREMENTS:

If the Grantee's Project involves environmentally-related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, F.A.C., as may be amended from time to time, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment I, Quality Assurance Requirements for Contracts and Grants**, if applicable. If the Project does not involve environmentally-related measurements or data generation, this Attachment shall not be required and shall be intentionally excluded.

25. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with

any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. LAND ACQUISITION:

Land Acquisition, where title to land acquired with FRDAP funds vest in a Grantee, is not authorized under the terms of this Agreement.

27. SITE DEDICATION:

- A. Grantee has an interest and/or right to real property, whereby FRDAP funding is appropriated to develop an approved public outdoor recreation project, as more fully described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement.

Land owned by Grantee, which is developed with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of Grantee such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project completion date as set forth in the Project Completion Certification. The dedications must be recorded by Grantee in the official public property records. Any applicable recording fees are the sole responsibility of Grantee.

- B. Should the Grantee's interest and/or right to the land referenced herein change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of such change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

28. PHYSICAL ACCESS AND INSPECTION:

Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

29. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

- C. If Grantee meets the definition of “Contractor” found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under Section 119.10, F.S.
 - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
 - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
 - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of the Department.

D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

30. SCRUTINIZED COMPANIES:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

31. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

32. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

33. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF PALATKA

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Address:

Attest: _____

By: _____

Approved as to form and legality:

Bruce E. Groover

Grantee Attorney

DEP Attorney

FEID No.: **59-6000401**

For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement (web links provided, when available):

| Specify Type | Letter/ Number | Description |
|-------------------|----------------|--|
| <u>Attachment</u> | <u>A</u> | <u>Project Work Plan (2 Pages)</u> |
| <u>Attachment</u> | <u>B</u> | <u>Commencement Documentation Checklist – <i>DRP-107</i> (2 pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/Commencement%20Checklist.pdf)</u> |
| <u>Attachment</u> | <u>C</u> | <u>Payment Request Summary Form – <i>DRP-115</i> (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PAYMENT%20REQUEST%20SUMMARY%20FORM%20NEW.pdf)</u> |
| <u>Attachment</u> | <u>D</u> | <u>Contract Payment Requirements (1 Page)</u> |
| <u>Attachment</u> | <u>E</u> | <u>Project Status Report Form – <i>DRP-109</i> (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/STATUS%20REPORT.pdf)</u> |
| <u>Attachment</u> | <u>F</u> | <u>Completion Documentation Checklist – <i>DPR-111</i> (2 Pages)</u> <u>(http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/COMPLETION%20DOCUMENTATION%20CHECKLIST%20NEW.pdf)</u> |

| | | |
|-------------------|----------|--|
| <u>Attachment</u> | <u>G</u> | <u>Project Completion Certification – <i>DRP-112</i> (2 Pages)</u> <u>http://www.dep.state.fl.us/Parks/OIRS/FORMS%202015%20REVISED/PROJECT%20COMPLETION%20CERTIFICATION%20NEW.pdf</u> |
| <u>Attachment</u> | <u>H</u> | <u>Special Audit Requirements (5 Pages)</u> |
| <u>Attachment</u> | <u>I</u> | <u><i>Attachment Intentionally Excluded</i></u> |

ATTACHMENT A
PROJECT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Hank Bryan Park, Phase I
 Grantee Name: City of Palatka
 FRDAP Project # A17058

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Project Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY2016-17 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and including but not limited to: local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Paragraph 1 of the Agreement, the Department must receive evidence of and have approved all Deliverables in Task 1.¹

The Department shall designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. Department shall retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1415 Diana Drive, Palatka, FL 32177 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Required match will be provided by cash, in-kind service costs, and/or land value. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence". All final Project Costs shall be submitted to the Department with the payment request.

| | |
|---------------------------------------|--------------------|
| Maximum Grant Award Amount: | \$50,000.00 |
| Required Grantee Match Amount: | \$0 |
| Total Estimated Project Cost: | \$50,000.00 |
| Match Ratio: | 0 % |

| Scope of Work/Tasks | Deliverables | Due Date | Financial Consequences |
|--|--|---|---|
| TASK 1 1. Development of Commencement Documentation Checklist (DRP-107), which includes: <ul style="list-style-type: none"> • A professional site plan; | DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: | 180 calendar days after Execution of Agreement ² | The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department. |

| | | | |
|---|---|--|---|
| <ul style="list-style-type: none"> • Commencement Certification (DRP-108); • A boundary survey; • Results of title search or the opinion prepared by the member of the Florida Bar Association or Licensed title insurer; and • A Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s) <p>If the Grantee will use land as match, the appropriate documentation will be required as specified in the Commencement Documentation Checklist (DRP-107), and will be required prior to commencement.</p> | <p>1.A. All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. Cost Analysis Form, with supporting Bid Documents from Project selected contractor and/or In-House Cost Schedule(s)</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> | | |
| <p>TASK 2</p> <p>2.A. Development of Primary Project Element, which includes: Renovation of basketball court and fencing, new security lighting, landscaping and parking. Other site amenities to include fencing, signage, benches. Grant Writing, Administration, Engineering and Property Survey.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111), which includes:</p> <ul style="list-style-type: none"> • Project Completion Certification (DRP-112) • Final “As-Built” site plan • Florida Park Inventory Form • Project Photographs • Notice of Limitation of Use/Site Dedication (DRP-113) | <p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.B. Final Status Report</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p> | <p>Due April 30, 2019, which shall also be the Project completion date³</p> | <p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p> |

Project Task Performance Standard: The Department’s Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted

as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. FRDAP documentation is available at http://dep.state.fl.us/lands/Land_and_Recreation/Land_Recreation.htm and/or from the Office of Operations, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.



Florida Department of Environmental Protection

ATTACHMENT D **FLORIDA RECREATION DEVELOPMENT ASSISTANCE** **PROGRAM** **CONTRACT PAYMENT REQUIREMENTS**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT H

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR § 200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: | | | | | |
|--|----------------|-------------|------------|----------------|------------------------------|
| Federal Program Number | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | \$ | |
| | | | | | |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: | | | | | |
|--|----------------|------|------------|----------------|------------------------------|
| Federal Program Number | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| | | | | | |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | | |
|--|--|-------------------|-------------|---|----------------|------------------------------|
| State Program Number | Funding Source | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | General Appropriations Act Line Item 1698A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund | 2016-2017 | 37.017 | Florida Recreation Development Assistance Program | \$50,000.00 | 140002 |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|--------------------|--|--|--|--|--------------------|--|
| Total Award | | | | | \$50,000.00 | |
|--------------------|--|--|--|--|--------------------|--|

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfd.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2017-12-06 authorizing The Execution of FEMA 4283-Dr-Fl Public Assistance State Agreement Related Disaster Recovery Efforts Related To Hurricane Matthew

SUMMARY:

See attached FEMA Public Assistance Agreement 17-PA-U5-04-64-01-016 related to eligible disaster related recovery expenses associated with Hurricane Matthew. This is a standard agreement that must be executed for the City to submit project worksheets on eligible response and recovery efforts. Once the insurance claims have been finalized the City can and will submit worksheets for FEMA reimbursement.

RECOMMENDED ACTION:

Adopt Resolution No. 2017- Authorizing The Execution of FEMA 4283-DR-FL Public Assistance State Agreement Related Disaster Recovery Efforts Related To Hurricane Matthew

ATTACHMENTS:

| Description | Type |
|--------------------------|-----------------|
| ▫ Resolution - FEMA 4283 | Resolution |
| ▫ PA Agreement | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|--------------------|---------------|----------------------|
| Grants & Projects | Griffith, Jonathan | Approved | 1/17/2017 - 10:47 AM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 11:12 AM |

RESOLUTION No. 2017 –

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF FEMA 4283-DR-FL
PUBLIC ASSISTANCE STATE AGREEMENT RELATED
DISASTER RECOVERY EFFORTS RELATED TO HURRICANE
MATTHEW**

WHEREAS, On October 8, 2016, President Barack H. Obama issued a Major Disaster declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew; and

WHEREAS, the City of Palatka is located in the affected area and suffered eligible damage; and

WHEREAS, the City deems it reasonable and necessary to execute FEMA 4283-DR-FL Public Assistance Agreement.

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

1. That the Mayor and City Clerk are authorized to sign and attest all documents pertaining to the application and agreement, including all understandings and assurances contained therein.
2. That the City Manager is identified as the official representative of the Subgrantee/ Subrecipient to act in connection with the application and agreement and to provide such additional information as may be required.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

**INSTRUCTIONS TO EXECUTE THE
FEDERALLY FUNDED PUBLIC ASSISTANCE FUNDING AGREEMENT
BY THE SUBGRANTEE/SUBRECIPIENT**

FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. A minimum of 75% of eligible cost is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed, or the restoration of services which were negatively impacted. Eligible Applicants are State, tribal, or local governments, and the owners or operators of certain private nonprofit facilities. In order to be eligible for federal funds, you were required to submit a Request for Public Assistance (RPA). That request has been approved.

FEMA and the State share the responsibility for making Public Assistance funds available to the Subgrantee/Subrecipient. Funds that FEMA obligates to the State via electronic transfer, reside in the Federal account (SMARTLINK) until the State is ready to award grants to the appropriate Subgrantees/Subrecipients.

EXECUTION OF THE AGREEMENT

SIGNATURE AUTHORITY

1. Because your request for Public Assistance (RPA) was approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Florida Division of Emergency Management (the Grantee/Recipient). The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient *must* be attached to the Agreement for review by the Division.)
 - a. **Corporation:** the chair of the board of directors or president;
 - b. **City:** the mayor or city manager;
 - c. **County:** the chair of the board of county commissioners or the county manager;
 - d. **School Board:** the superintendent;
 - e. **Fire District:** the district chief;
 - f. **Special Districts:** the executive director;
 - g. **Institution of Higher Education:** the president of the institution;
 - h. **Charter School:** the chair of the board of directors;
 - i. **County Sheriff's Office:** the sheriff;
 - j. **State Agencies:** the Secretary or Director of the Agency;
 - k. **All other Subgrantee/Subrecipients:** the chief executive officer of the entity.
2. Copies of the Agreement can be obtained through FloridaPA.org by anyone authorized by the Subgrantee/Subrecipient to access the system.

CHECKLIST FOR EXECUTING THE FUNDING AGREEMENT

In what may be a change from how the Funding Agreement has been executed in previous disasters, it is now necessary take the following steps to ensure that the Funding Agreement and associated documentation is processed as quickly as possible:

- O 1. Download the Agreement and these instructions from the "Funding Agreement" section of your FloridaPA.org Subgrantee/Subrecipient Account Summary page for disaster FEMA-4283-DR-FL within www.FloridaPA.org;
- O 2. Complete all user-defined fields, save the Agreement to your local computer, then print a copy of the Agreement with all attachments. (Print two copies if you want to receive an executed copy with original signatures back from the Division);
- O 3. Have the officer/official listed above, or their designee with signature authority, sign:
 - a. the Statement of Assurances signature page (Attachment A);
 - b. the Funding Agreement on page 23, under the subsection "For the Subgrantee/Subrecipient," (If signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subgrantee/Subrecipient must be attached.); and
 - c. the bottom of Attachment D, on the line for "Subgrantee/Subrecipient Authority/Board/Commission Signature."
 - d. The bottom of Attachment E on the line "FOR: Subgrantee/Subrecipient BY:"
- O 4. Scan a PDF copy of the Agreement with *all* Attachments and upload the PDF copy into www.FloridaPA.org. (This can be accomplished by selecting "View Funding Agreement" on the Event Summary page for disaster FEMA-4283-DR-FL.)
- O 5. Once uploaded, advance the Agreement in www.FloridaPA.org, where it will be reviewed and advanced for legal review.
- O 6. Send the original(s) of the signed Agreement by U.S. Mail or courier service to the following address:

Attn: Evan Rosenberg, Bureau Chief
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100.

Once received, the Division's representative will execute the Agreement and a scanned copy of the fully executed Agreement will be uploaded into www.FloridaPA.org. (If the Subgrantee/Subrecipient has sent two copies of the Funding Agreement, each with original signatures, the Division will return one fully executed copy with original signatures to the Subgrantee/Subrecipient. If only one copy with original signatures has been sent by the Subgrantee/Subrecipient, then the Division will retain the resulting fully executed copy of the Agreement.)

OTHER INFORMATION

It is the Subgrantee's/Subrecipient's responsibility to review all of the provisions in the Agreement and Attachments, and completely fulfill its duties and obligations thereunder. While

the provisions may not be modified, the Subgrantee/Subrecipient has the right to consult with counsel and have counsel review the Agreement before signing and submitting it to the Division for acceptance.

While all of the provisions are important and must be complied with, the following provisions are especially important for the Subgrantee/Subrecipient to be aware of:

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Subgrantees/Subrecipients *must* use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Grantee/Recipient upon request by the Subgrantee/Subrecipient. *The Subgrantee/Subrecipient is required to have working knowledge of the FloridaPA.org system.*

TIMELINE FOR PERFORMANCE OF WORK

COMPLETION DATES

In accordance with 44 C.F.R. § 206.204, the Subgrantee/Subrecipient must complete all projects – whether small projects or large projects – no later than 18 months from the date a major disaster or emergency is declared by the President, except that the Subgrantee/Subrecipient only has 6 months to complete projects related to debris removal and emergency work. Based on extenuating circumstances or unusual project requirements beyond the control of the Subgrantee/Subrecipient, the Grantee/Recipient may – but is not required to – extend the completion deadline for an additional 6 months for debris removal and emergency work, and 30 months for permanent restoration work. The Subgrantee/Subrecipient must notify the State and certify work is complete on small projects.

CLOSEOUT

The Public Assistance Program is considered programmatically closed when FEMA assures that all of the grants awarded under this Agreement for a disaster meet the statutory and regulatory requirements that govern the program. To achieve programmatic closure, the Grantee/Recipient ensures that all funds have been obligated and all work has been completed in accordance with this Agreement. In addition, FEMA must resolve any appeals before programmatic closure is complete. Financial reconciliation of the grant, or grant closure, occurs later, when FEMA and the Grantee/Recipient (State) reach agreement that all applicable administrative actions related to the Public Assistance Program are complete and all program funds related to the disaster have been reconciled. A signed Project Completion and Certification report is required to close this Agreement.

Contract Number: _____

Subgrantee/Subrecipient: _____

FIPS/PAID Number: _____

HURRICANE MATTHEW DISASTER DECLARATION (FEMA-4283-DR-FL)

Federally Funded Public Assistance State Agreement

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, whose headquarters is in Tallahassee, Leon County, Florida (hereafter referred to as the "Grantee/Recipient"), and:

(hereinafter referred to as the "Subgrantee/Subrecipient").

WHEREAS,

On October 8, 2016, President Barack H. Obama issued a Major Disaster Declaration designated FEMA-4283-DR-FL for the State of Florida as a result of Hurricane Matthew; and

WHEREAS,

The Declaration, as amended, authorizes Public Assistance funding for eligible disaster recovery efforts in Bradford, Brevard, Clay, Duval, Flagler, Indian River, Lake, Martin, Nassau, Palm Beach, Putnam, Seminole, St. Johns, St. Lucie, and Volusia Counties.

WHEREAS,

The FEMA-State Agreement executed October 12, 2016, and subsequently amended, between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the State to share the costs eligible for federal financial assistance, and the State has undertaken to share those costs, as appropriated, with its Subgrantees/Subrecipients; and

WHEREAS,

The Subgrantee/Subrecipient is located in the affected area and appears to have suffered eligible damage; now

THEREFORE, the Grantee/Recipient and the Subgrantee/Subrecipient, as evidenced by the execution of this document by affixing the signatures of the parties' authorized representatives below, agree to the following:

1) DEFINITIONS.

- a. As used in this Agreement, the following terms have the following meanings unless another meaning is specified elsewhere:
 - i. **Agreement Sum:** is the Grantee's/Recipient's amount of reimbursement to the Subgrantee/Subrecipient for its verified expenses, subject to the scope of work identified in the Project Worksheet for Small and/or Large Projects.
 - ii. **Eligible activities:** are those activities authorized in the FEMA-State Agreement (located in FloridaPA.org on the main Disaster Summary Page

under “documents”), and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA.

- iii. **FEMA - State Agreement:** is the agreement executed October 12, 2016, and amended from time to time, between the FEMA and the State of Florida, for a presidential major disaster declaration designated FEMA-4283-DR-FL.
- iv. **Large Project Threshold:** When the approved estimate of eligible costs for an individual project under this major disaster is \$123,100⁰⁰ or greater, it is a Large Project.
- v. **P.2. package:** is the formal notification used for all versions of a Project Worksheet with a change in the funding amount.
- vi. **Project Worksheet (Subgrant Application):** is the primary form used to document the location, damage description and dimensions, scope of work, Special Considerations, and cost estimates for each small or large project. It is the basis for the grant.
- vii. **Reasonable:** for purposes of access to records, is construed according to the circumstances, but ordinarily means during the normal business hours of 8:00 a.m. to 5:00 p.m., local time, on any Monday through Friday that is not a state or federal holiday.
- viii. **Zero (0) Dollar Notification Letter:** is the notification for projects where there are scope changes, improved or alternate projects, ineligible cost or a zero (0) dollar variance closeout.

2) AGREEMENT TO BE BOUND.

- a. The parties enter into this Agreement intending to be bound by same.
- b. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - State Agreement, and by all applicable State and federal laws, regulations, and policies without limitation, including but not limited to 44 C.F.R.; 2 C.F.R.; and applicable policies of both the State of Florida and FEMA. The Subgrantee/Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Attachment “A” and incorporated herein by reference.

3) FUNDING.

- a. The federal share of the eligible costs specified in the Project Worksheets under this Agreement is seventy-five percent (75%) of such costs, unless a higher percentage is approved. The non-federal share is the remaining amount.
- b. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share.
- c. The Subgrantee/Subrecipient acknowledges that the Grantee’s/Recipient’s obligation to pay under this Agreement is contingent upon an appropriation by the

State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

- d. Disbursement must be consistent with section 252.37, Florida Statutes. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 C.F.R. Part 206.228 and do not require matching funds may also be funded by FEMA.
- e. Subject to an advance payment of funds by the Grantee/Recipient to the Subgrantee/Subrecipient, the Grantee/Recipient will provide funds on a cost reimbursement basis to the Subgrantee/Subrecipient for eligible activities approved by the Grantee/Recipient and FEMA, as specified in the approved Subgrantee/Subrecipient Project Worksheets.
- f. The Grantee/Recipient may provide some portion of any nonfederal share for some Subgrantees/Subrecipients. As a condition of receipt of the federal funding, the Subgrantee/Subrecipient agrees to provide any nonfederal share not paid by the Grantee/Recipient. The federal allowable costs must be determined as per 2 C.F.R. and 44 C.F.R. §§ 13 and 206.
- g. The approved Project Worksheets will be transmitted to the Subgrantee/Subrecipient, and must state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement.
- h. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. **These actions will be denoted in the final version of the obligated project worksheet for each project.**
- i. The approved Project Worksheets will document the total eligible costs and the total federal share of those costs.
- j. As a condition of funding under this Agreement, the Subgrantee/Subrecipient agrees that the Grantee/Recipient may withhold funds otherwise payable to the Subgrantee/Subrecipient from any disbursement to the Grantee/Recipient, by FEMA or any other source, upon a determination by the Grantee/Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Subgrantee/Subrecipient pursuant to this Agreement or any other funding agreement administered by the Grantee/Recipient.
- k. The Subgrantee/Subrecipient understands and agrees that the Grantee/Recipient may offset any funds due and payable to the Subgrantee/Subrecipient until the debt to the State is satisfied. In such event, the Grantee/Recipient will notify the Subgrantee/Subrecipient via the entry of notes in FloridaPA.org.

4) INSURANCE.

- a. The Subgrantee/Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subgrantee/Subrecipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

- b. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subgrantee/Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Grantee/Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.
- c. In addition to the preceding requirements, the Subgrantee/Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subgrantee/Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Act further states "If the requirement to purchase insurance is not met, FEMA will not provide assistance for damages sustained in the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.
- d. The Subgrantee/Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.
- e. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subgrantee/Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.
- f. The Subgrantee/Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

5) DUPLICATION OF BENEFITS PROHIBITED.

- a. The Subgrantee/Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subgrantee/Subrecipient receive any other duplicate benefits from any source whatsoever.
- b. The Subgrantee/Subrecipient agrees to reimburse the Grantee/Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subgrantee/Subrecipient has received payment from the Grantee/Recipient.
- c. The Subgrantee/Subrecipient agrees to notify the Grantee/Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of,

applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

- d. In the event the Grantee/Recipient determines the Subgrantee/Subrecipient has received duplicate benefits, the Subgrantee/Subrecipient gives the Grantee/Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subgrantee/Subrecipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

6) COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS.

- a. The Subgrantee/Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee/Recipient, and in accordance with applicable Local, State, and Federal legal requirements.
- b. If applicable, the contract documents for any project undertaken by the Subgrantee/Subrecipient, and any land use permitted by or engaged in by the Subgrantee/Subrecipient, must be consistent with the local government comprehensive plan.
- c. The Subgrantee/Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.
- d. The Subgrantee/Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

7) DOCUMENTATION AND INSPECTIONS.

- a. The Subgrantee/Subrecipient must create and maintain documentation of work performed and costs incurred on each project site identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. If the Grantee/Recipient determines the Subgrantee/Subrecipient has failed to create and maintain such documentation, the Grantee/Recipient may, in its sole discretion, terminate further funding under this Agreement. In such event the Subgrantee/Subrecipient must, within sixty (60) days of receipt of Notice by the Grantee/Recipient, reimburse the Grantee/Recipient for all payments disbursed to the Subgrantee/Subrecipient, together with any and all accrued interest.
 - i. Failure of the Grantee/Recipient to terminate funding when a Subgrantee's/Subrecipient's breach is discovered does not act as a waiver of the Grantee's/Recipient's right to enforce this provision later, nor does failure to enforce this provision in one instance act as a waiver to enforce this provision in other instances.
- b. For all projects, the Subgrantee/Subrecipient must state on the "Project Completion and Certification Report" that all work was performed in accordance with this

Agreement and the requirements in each Project Worksheet, and must state the date of completion.

- c. For Small Projects, the Subgrantee/Subrecipient must notify the State when work is complete and must upload photographs clearly demonstrating completion of the work to the Subgrantee/Subrecipient's FloridaPA.org account.
- d. For Large Projects the Subgrantee/Subrecipient must submit a Request for Closeout on FloridaPA.org, and include.
 - i. a Request for Reimbursement (if funds are owed to the Subgrantee/Subrecipient); and
 - ii. a Summary of Documentation which is automatically created when the request for closeout is submitted on FloridaPA.org.
- e. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Grantee/Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.
- f. Interim Inspections may be requested by the Subgrantee/Subrecipient, on both small and large projects, to:
 - i. conduct insurance reconciliations;
 - ii. review an alternate scope of work;
 - iii. review an improved scope of work; and/or
 - iv. validate scope of work and/or cost.
- g. Interim Inspections may be scheduled and submitted by the Grantee/Recipient as a request in FloridaPA.org under the following conditions:
 - i. a quarterly report has not been updated between quarters;
 - ii. the Subgrantee/Subrecipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;
 - iii. requests for a Time Extension have been made that exceed the Grantee's/Recipient's authority to approve; and/or
 - iv. there are issues or concerns identified by the Grantee/Recipient that may impact funding under this agreement
- h. The Subgrantee/Subrecipient must submit a request Large Project closeout in FloridaPA.org no later than sixty (60) days after the project's completion.
 - i. The Grantee/Recipient will use its authority to submit a request for project closeout if the Subgrantee/Subrecipient has identified the project to be complete but has failed to submit the request for closeout.

8) PAYMENT.

- a. The Grantee/Recipient agrees to disburse the eligible costs to the Subgrantee/Subrecipient in accordance with the following procedures:

- i. **Funding for Small Projects:** Small project funding will be based on estimated costs, only if actual costs are not yet available. Payment is made on the basis of the initial approved amount, whether estimated or actual. Revisions to the initial Project Worksheet may be required if there are omissions or changes in the scope of work. (Revisions to the Project Worksheets may result in changes in funding level and/or category.) Payment methods are fully described in FEMA's Public Assistance Program and Policy Guide (January 2016). A request to increase cost on small projects is only allowed under a request for a Net Small Project Overrun. A Small Project Netting will require the inspection of *all* small projects to ensure that both the scope of work was completed and that all combined funds were expended.
 1. The Grantee/Recipient agrees to disburse the federal and nonfederal shares of the eligible costs for Small Projects to the Subgrantee/Subrecipient as soon as practicable after execution of this Agreement and formal notification by FEMA of its obligation of the pertinent Small Project Worksheet.
- ii. **Funding for Large Projects:** Although Large project funding must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subgrantee/Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments.
 1. The Grantee/Recipient agrees to reimburse the Subgrantee/Subrecipient for the federal and nonfederal shares of the eligible costs for Large Projects as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Large Project Worksheet and submission of a Request for Reimbursement (RFR) by the Subgrantee/Subrecipient. The submission from the Subgrantee/Subrecipient requesting this reimbursement must include:
 - a) a Request for Reimbursement (available in FloridaPA.org);
 - b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and
 - c) the FEMA Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

- b. Once the work is completed, the Grantee/Recipient and the Subgrantee/Subrecipient will conduct a final inspection to determine if the payments to the Subgrantee/Subrecipient were proper, if it is owed additional monies, or if it must submit repayment to the State for overpayment.
- c. In the event that funds are owed to the State on any Federal grant, all payables are subject to be applied to any receivable until the total debt is satisfied.
- d. The amount which may be advanced may not exceed the expected cash needs of the Subgrantee/Subrecipient for the first three (3) months of the contract term, not to exceed the Federal share.
- e. Advances.
 - i. Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph “3) Funding,” above, these payments are not bound by Section 216.181(16), Florida Statutes.
 - 1. The Grantee/Recipient must request a waiver from the State Comptroller each Fiscal year.
 - 2. For a federally funded contract, any advance payment is also subject to 2 C.F.R., federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
 - 3. All advances must be held in an interest-bearing account with the interest being remitted to the Grantee/Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
 - 4. In order to prepare a Request for Advance (RFA) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subgrantee/Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
 - 5. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
 - 6. The Subgrantee/Subrecipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
 - 7. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

8. The Grantee/Recipient may advance funds to the Subgrantee/Subrecipient, not exceeding the Federal share, only if the Subgrantee/Subrecipient meets the following conditions:
 - a) the Subgrantee/Subrecipient must certify to the Grantee/Recipient that Subgrantee/Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 - b) the Subgrantee/Subrecipient must submit to the Grantee/Recipient the budget supporting the request.
9. The Subgrantee/Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than 90 days after receipt of the Advance;
10. The Grantee/Recipient may, in its sole discretion, withhold a portion of the federal and/or nonfederal share of funding under this Agreement from the Subgrantee/Subrecipient if the Grantee/Recipient reasonably expects that the Subgrantee/Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subgrantee/Subrecipient was improper.

9) FINAL PAYMENT.

- a. The Grantee/Recipient agrees to disburse the final payment to the Subgrantee/Subrecipient upon satisfaction of the following conditions:
 - i. the Subgrantee/Subrecipient must have completed the project to the satisfaction of the Grantee/Recipient;
 - ii. the Subgrantee/Subrecipient must have submitted the documentation required by this Agreement;
 - iii. in the case of Large Projects, the Grantee/Recipient must have performed the final inspection;
 - iv. in the case of Small Projects, the project listing and certification must have been reviewed by the Grantee/Recipient, or alternatively, the Grantee/Recipient must have performed a final inspection (the subgrantee notifies the state when work is complete on small projects, small projects are considered closed when the P.4. has been processed and FEMA has closed the subgrantee Grant); and
 - v. the Subgrantee/Subrecipient must have requested final reimbursement.
- b. The Grantee/Recipient may submit the final Request for Reimbursement (RFR) based on final inspections and closeout versions.

10) RECORDS MAINTENANCE.

- a. The funding of eligible costs under this Agreement and the performance of all other conditions are subject to the following requirements, in addition to such other requirements as may be imposed by operation of law:
 - i. The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as codified in 2 C.F.R. and 44 C.F.R. § 13, as amended;
 - ii. Office of Management and Budget Circular (OMB) No. A-87, “Cost Principles for State and Local Governments,” as amended;
 - iii. OMB Circular A-110, “Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,” as amended;
 - iv. OMB Circular A-122, “Cost Principles for Non-Profit Organizations,” as amended; and
 - v. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” as amended.
- b. The Subgrantee/Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subgrantee/Subrecipient account closeout by FEMA.
 - i. The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account close out.
- d. Records relating to the acquisition of real property must be retained for five (5) years after final account close out.
- e. The Subgrantee/Subrecipient and its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this Agreement, must allow access to its records at reasonable times to the Grantee/Recipient, the Florida Chief Financial Officer, the Florida Auditor General, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.

11) REPAYMENT BY SUBGRANTEE/SUBRECIPIENT.

- a. If upon final inspection, final audit, or other review by the Grantee/Recipient, FEMA, or any other authority, it is determined that the disbursements to the Subgrantee/Subrecipient under this Agreement exceed the eligible costs, the Subgrantee/Subrecipient must reimburse to the Grantee/Recipient the amount by which the total disbursements exceed the eligible costs no later than forty-five (45)

days from the date the Subgrantee/Subrecipient receives notice of such determination.

- b. All refunds or repayments owing to the Grantee/Recipient under this Agreement are to be made payable to the order of "Division of Emergency Management, Cashier" and mailed directly to:

Cashier, Division of Emergency Management,
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100.

- c. In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee/Recipient for collection, Recipient must pay the Grantee/Recipient a service fee of \$15⁰⁰ or 5% of the face amount of the returned check or draft, whichever is greater.

12) AUDIT

- a. The Subgrantee/Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Subgrantee/Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Subgrantee's/Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subgrantee/Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subgrantee/Subrecipient of such non-compliance.
- e. The Subgrantee/Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subgrantee's/Subrecipient's fiscal year.
- f. The Subgrantee/Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subgrantee/Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- g. The Subgrantee/Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

- h. The Subgrantee/Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

13) NONDISCRIMINATION BY CONTRACTORS.

- a. Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subgrantee/Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subgrantee/Subrecipient is also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

14) MODIFICATION AND TIME FOR PERFORMANCE.

- a. Any amendments to, or modification of, this Agreement, including a modification extending the time for completion of a project, must be in writing, must be subject to the same terms and conditions as those set out in the initial Agreement, and takes effect only upon execution by both parties.
- b. Modifications to any Project Worksheet to be funded under this Agreement may be requested by the Subgrantee/Subrecipient through the Grantee/Recipient. The approval of any such modifications, however, is at the sole discretion of FEMA.
- c. Any approved modification to a Project Worksheet must be noted in a new Project Worksheet version for the project and in any amendment to this Agreement.
- d. The time allowed for the performance of eligible emergency work is six (6) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- e. The time allowed for the performance of eligible permanent work is eighteen (18) months from the date of the presidential major disaster declaration, unless extended by the Grantee/Recipient or FEMA.
- f. The time for project completion can only be extended once unless the failure of the Subgrantee/Subrecipient to close out the project is caused by events beyond its

control. Extensions cannot be granted for delays caused by lack of cost-share funding.

- g. If any extension request is denied by the Grantee/Recipient, or is not sought by the Subgrantee/Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension for completed projects.
- h. Failure to complete a project is adequate cause for the termination of funding for that project and require reimbursement to the Grantee/Recipient of any and all project costs.

15) CONTRACTS WITH OTHERS.

- a. If the Subgrantee/Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subgrantee/Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Grantee/Recipient, its employees and/or their contractors, and the Subgrantee/Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.
- b. The Subgrantee/Subrecipient must document in the Quarterly Report the subcontractor's progress in performing its work under this Agreement.
- c. For each subcontract, the Subgrantee/Subrecipient must provide a written statement to the Grantee/Recipient as to whether the subcontractor is a minority vendor as defined in section 288.703, Florida Statutes. Copies of all contracts and subcontracts must be uploaded into FloridaPA.org by the Subgrantee/Subrecipient.
- d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II.
 - i. Grace Period. Notwithstanding the preceding, a Non-Federal Entity (NFE), may choose to continue to comply with the former procurement standards applicable to FEMA awards found at 44 C.F.R. Part 13 (for states, local, and Indian tribal governments) or 2 C.F.R. Part 215 (for institutions of higher education, hospitals, and other nonprofit organizations) until the completion of two additional fiscal years after December 26, 2014. This is an elective grace period. Note that if an NFE elects to use the previous procurement standards, it must affirmatively document this decision in its internal procurement policies, including the date upon which its grace period (based upon the two additional fiscal years) will end, and that it understand and agrees it must transition to the new procurement standards.

16) LIABILITY.

- a. The Grantee/Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee/Subrecipient is a governmental entity covered under section 768.28 (5), Florida Statutes, the Subgrantee/Subrecipient is solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Further, unless the Subgrantee/

Subrecipient is a governmental entity within the meaning of the preceding sentence, the Subgrantee/Subrecipient, by entering into this Agreement, agrees to indemnify and hold the Grantee/Recipient harmless from any and all claims asserted by third parties in connection with the performance of this Agreement.

- b. For the purpose of this Agreement, the Grantee/Recipient and the Subgrantee/Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.
- c. Nothing in this Agreement is to be construed as a waiver by the Grantee/Recipient or the Subgrantee/Subrecipient of any legal immunity, nor is anything in this Agreement to be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.
- d. The Subgrantee/Subrecipient represents that to the best of its knowledge any hazardous substances that may be present at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, State or local requirements concerning such substances.
- e. The Subgrantee/Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance will be addressed in accordance with all applicable legal requirements.

17) REPORTS.

- a. The Subgrantee/Subrecipient must provide Quarterly Reports to the Grantee/Recipient on the Quarterly Report Form available in FloridaPA.org, a sample of which is attached hereto as Attachment "B" and incorporated herein by reference.
- b. The first Quarterly Report is due at such time as the Subgrantee/Subrecipient is notified so. All subsequent Quarterly Reports are due no later than fifteen (15) days after each calendar quarter through the 2nd Quarter after official closure by FEMA. Quarterly Reports must indicate the anticipated completion date (this is not the approved time extension date but the date the Subgrantee/Subrecipient actually expects the project work to be complete for each project), together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement.
- c. Interim inspections must be scheduled by the Subgrantee/Subrecipient before the final inspection, and may be required by the Grantee/Recipient based on information supplied in the Quarterly Reports.
- d. The Grantee/Recipient may require additional reports as needed, in which case the Subgrantee/Subrecipient must provide any such additional reports as soon as practicable.
- e. With respect to a Request for Advance or Reimbursement, Summary of Documentation, and Quarterly Reports, the contact for the Grantee/Recipient will be the State Public Assistance Officer.
- f. If the reports required under this section are not completed with all required information and timely submitted, the Grantee/Recipient must withhold payments payable to the Subgrantee/Subrecipient from any funding agreement.

- g. If reimbursement has not been requested within 720 days of obligation, FEMA may de-obligate funding as an interim financial reconciliation. If this occurs, the delay in funding is not appealable and the Subgrantee/Subrecipient will be eligible for funding when the project is complete and the final inspection has been processed by FEMA.

18) MONITORING.

- a. The Subgrantee/Subrecipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable State and federal laws, rules, and regulations.
- b. In addition to reviews of audits conducted in accordance with 2 C.F.R. and OMB Circular A-133, as revised, and section 215.97, Florida Statutes, monitoring procedures may include, but are not limited to, on-site visits by the Grantee/Recipient or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures deemed necessary by the Grantee/Recipient or FEMA. By entering into this Agreement, the Subgrantee/Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee/Recipient. In the event that the Grantee/Recipient determines that a limited scope audit of the Subgrantee/Subrecipient is appropriate, the Subgrantee/Subrecipient agrees to comply with any additional instructions provided by the Grantee/Recipient regarding such audit.
- c. The Subgrantee/Subrecipient agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.
- d. The Grantee/Recipient will monitor the performance and financial management by the Subgrantee/Subrecipient throughout the contract term to ensure timely completion of all tasks.
- e. The Subgrantee/Subrecipient must update its contacts in FloridaPA.org each quarter and ensure requests for updates are submitted as required by Florida Statutes.

19) MANDATED CONDITIONS.

- a. The Subgrantee/Subrecipient understands and agrees that:
 - i. Invoices for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre and post-audit.
 - ii. The Grantee/Recipient may unilaterally terminate this Agreement for refusal by the Subgrantee/Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, that are made or received by the Subgrantee/Subrecipient or its contractors and subcontractors in connection with this Agreement.

- iii. No funds or other resources received from the Grantee/Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.
- iv. Responsibility for compliance with this Agreement rests with the Subgrantee/Subrecipient, and further agrees that noncompliance with this Agreement is cause for the rescission, suspension, or termination of funding under this Agreement, and may affect eligibility for funding under past and future Subgrantee/Subrecipient Agreements.
- v. If otherwise allowed under this Agreement, all invoices for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- vi. The Grantee/Recipient will not knowingly award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, in violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [§ 74A(e) of the Immigration and Nationality Act (“INA”)] and the Grantee/Recipient considers the employment of unauthorized aliens by any contractor a violation of § 274A(e) of the INA. Such violation by the Subgrantee/Subrecipient is grounds for unilateral cancellation of this Agreement by the Grantee/Recipient.
- vii. It will comply with the restriction that a person or affiliate who has been placed on the debarred/convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list will not be allowed to submit a bid on a contract to provide any goods or services to a public entity, will not be allowed to submit a bid on a contract with a public entity for the construction or repair of a public building or public work, will not be allowed to submit bids on leases of real property to a public entity, will not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and will not be allowed to transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the debarred/convicted vendor list or on the discriminatory vendor list.
- viii. If applicable, it must comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, all State and local government services, and in telecommunications.

20) CERTIFICATIONS.

- a. The Subgrantee/Subrecipient certifies that:
 - i. It possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement.
 - ii. The individual executing this Agreement on Subgrantee’s/Subrecipient’s behalf has the authority to legally execute this Agreement and bind the Subgrantee/Subrecipient to its terms.

- iii. With respect to any Subgrantee/Subrecipient other than a State agency or political subdivision of the State, which receives funds under this Agreement from the federal government, to the best of its knowledge and belief, that it and its principals:
 - 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. have not within the five-year period preceding entering into this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default; and
 - 3. have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under public transaction, or
 - b) violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
- b. The Subgrantee/Subrecipient certifies that to the best of its knowledge and belief:
 - i. No federal appropriated funds have been or will be paid, by or on behalf of the Subgrantee/Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 1. Subgrantee/Subrecipient understands that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subgrantee/Subrecipient must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - ii. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required by 41 U.S.C. § 10a, unless it would not be in the public interest or unreasonable in cost.
- c. The Subgrantee/Subrecipient understands and agrees that the language of this certification must be included in the award documents for all sub awards at all tiers

(including subcontracts, sub grants, contracts under grants, loans, and cooperative agreements) and that all Subgrantees/Subrecipients must certify and disclose accordingly. The Subgrantee/Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

- i. Subgrantee/Subrecipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000⁰⁰ and not more than \$100,000⁰⁰ for each such failure.
- d. Where the Subgrantee/Subrecipient is unable to certify to any of the statements in this certification, the Subgrantee/Subrecipient understands it must submit to the Grantee/Recipient (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which the Subgrantee/Subrecipient intends to fund under this Agreement. (See Attachment "C".) Such form must be received by the Grantee/Recipient prior to the Subgrantee/Subrecipient entering into a contract with any prospective subcontractor.

21) TERM.

- a. This Agreement takes effect upon its execution by the last of the signatories and terminates upon approval of account closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement.
 - i. Notwithstanding the above, this Agreement survives account closeout for the purposes of State or federal audit purposes.
- b. The Subgrantee/Subrecipient agrees to commence work on the project(s) specified by this Agreement without delay.

22) DEFAULT, REMEDIES, AND TERMINATION.

- a. Upon the occurrence of any one or more of the following events the Grantee/Recipient may, at its option, terminate this Agreement and any funding under this Agreement, and all obligations of the Grantee/Recipient to disburse further funds under this Agreement terminate at the option of the Grantee/Recipient:
 - i. The determination that any representation by the Subgrantee/ Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or that the Subgrantee/Subrecipient has breached any condition of this Agreement and has not cured such breach in a timely fashion, or that the Subgrantee/Subrecipient is unable or unwilling to meet its obligations under this Agreement;
 - ii. the Subgrantee/Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to the Grantee/Recipient, if Subgrantee/Subrecipient has not cured the condition within thirty (30) days after notice in writing from the Grantee/Recipient;

- iii. any reports required by this Agreement have not been submitted to the Grantee/Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or
 - iv. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress, or Office of Management and Budget.
 - b. Notwithstanding the preceding, the Grantee/Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment.
 - c. Upon the occurrence of any one or more of the foregoing events, the Grantee/Recipient may at its option give notice in writing to the Subgrantee/Subrecipient to cure its failure of performance if such failure can be cured. Upon the failure of the Subgrantee/Subrecipient to cure, the Grantee/Recipient may exercise any one or more of the following remedies:
 - i. terminate this Agreement upon not less than fifteen (15) days' notice of such termination after delivery by certified letter to the Subgrantee/Subrecipient at the address specified in Attachment "D" of this Agreement;
 - ii. commence an action in law or in equity for the judicial enforcement of this Agreement;
 - iii. withhold the disbursement of any payment or any portion of a payment otherwise due and payable to the Subgrantee/Subrecipient pursuant this Agreement; and
 - iv. take any other actions that may otherwise be available in law or in equity.
 - d. Upon the rescission, suspension or termination of this Agreement, the Subgrantee/Subrecipient must refund to the Grantee/Recipient all funds disbursed to the Subgrantee/Subrecipient under this Agreement.
 - e. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by the Grantee/Recipient does not relieve the Subgrantee/Subrecipient of liability to the Grantee/Recipient for the restitution of funds advanced to Subgrantee/Subrecipient under this Agreement, and the Grantee/Recipient may set off any such funds by withholding future disbursements otherwise payable to the Subgrantee/Subrecipient under this Agreement until such time as the exact amount of restitution due the Grantee/Recipient from the Subgrantee/Subrecipient is determined. In the event that FEMA should de-obligate funds formerly allowed under this Agreement, the Subgrantee/Subrecipient must immediately repay such funds to the Grantee/Recipient. Any de-obligation of funds or other determination by FEMA must be addressed in accordance with the regulations of that Agency.
 - f. If the Subgrantee/Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee/Recipient must withhold any disbursement otherwise due the Subgrantee/Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the

violation is not cured, the Grantee/Recipient may terminate this Agreement and invoke its remedies under the Agreement as per this section.

- i. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee/Subrecipient in this Agreement, in any subsequent submission or response to the Grantee/Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes will, at the option of the Grantee/Recipient and with fifteen (15) days written notice to the Subgrantee/Subrecipient, cause the termination of this Agreement and the release of the Grantee/Recipient from all its obligations to the Subgrantee/Subrecipient.

23) ATTACHMENTS.

- a. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- b. In the event of inconsistencies between the language of this Agreement and the Attachments to it, the language of the Attachments are controlling, but only to the extent of such inconsistencies.
- c. All grant administrative and electronic forms not attached to this Agreement will be provided by the Grantee/Recipient as necessary or posted on the Grantee's/Recipient's website at www.FloridaPA.org.

24) HEADINGS.

- a. Headings used in this Agreement are provided for the convenience of the parties only and cannot be used to construe meaning or intent.

25) GOVERNING LAW.

- a. This contract is governed by, and must be construed in accordance with, the laws of the State of Florida, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, are likewise governed by the laws of Florida.
- b. Except as may be otherwise provided for by statute, any action or proceeding, whether brought by the Grantee/Recipient or the Subgrantee/Subrecipient, relating to or arising out of this contract must be brought in Leon County, Florida and venue will lie therein.

26) ATTORNEY FEES.

- a. Except as may be otherwise provided for by statute, in any action arising out of this Agreement each party shall bear its own attorney's fees and costs.

27) PUBLIC ASSISTANCE ALTERNATIVE PROCEDURES.

- a. Should the Subgrantee/Subrecipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Subgrantee/Subrecipient prior to the payment of such funds by the State as the Grantee/Recipient.
- b. Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

28) DESIGNATION OF AGENT.

- a. The Subgrantee/Subrecipient must complete Attachment "D" by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subgrantee/Subrecipient.
- b. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.
- c. In the event the Subgrantee/Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subgrantee's/Subrecipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

29) NOTICE AND CONTACT.

- a. All notices required to be made to the Grantee/Recipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Grantee/Recipient at the following addresses:

Evan Rosenberg, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Email: evan.rosenberg@em.myflorida.com.

- b. All notices required to be made to the Subgrantee/Subrecipient under this Agreement must be in writing and must be delivered by email, by facsimile, by hand, or by certified letter to the Subgrantee/Subrecipient at the address indicated in Attachment "D" which the Subgrantee/Subrecipient must complete and submit with this Agreement.

30) FEDERALLY FUNDED SUBAWARD

- a. This Agreement and the Project Worksheet (FEMA Form 90-91) combine to form a Federally Funded Subaward and Grant Agreement.

- b. The parties agree that the Federally Funded Subaward and Grant Agreement formed as described above should comply with the requirements of Section 215.971, Florida Statutes.

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
HURRICANE MATTHEW DECLARATION
(FEMA-4283-DR-FL)**

Federally Funded Public Assistance State Agreement

IN WITNESS WHEREOF, the Grantee/Recipient and the Subgrantee/Subrecipient have executed this Agreement:

FOR THE GRANTEE/RECIPIENT:
DIVISION OF EMERGENCY MANAGEMENT

Governor's Authorized Representative Date

FOR THE SUBGRANTEE/SUBRECIPIENT:

Printed Name and Title

Signature Date

DUNS Number: _____.

Federal Employer Identification Number (FEIN): _____.

or

State Agency FLAIR Number: _____.

| | |
|----------------------------|--------------------|
| CFDA Number: | <u>97.036</u> |
| Federal Fund Number | <u>20 2 750001</u> |
| State Fund Number | <u>20 2 339047</u> |

- Attachments: A) Statement of Assurances
B) Example of Public Assistance Quarterly Report
C) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
D) Designation of Authority with Instructions
E) DHS OIG Audit Issues & Acknowledgement
F) Justification for Advance Payment

Statement of Assurances

- 1) The Subgrantee/Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subgrantee/Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subgrantee's/Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subgrantee/Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet federal, State, and local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and
 - ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. create and make available documentation sufficient to demonstrate that the Subgrantee/Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. return the property to its natural state as though no improvements had been contained thereon;
 - iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subgrantee's/Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. provide supervision over contractors or employees employed by the Subgrantee/Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. leave the demolished site clean, level, and free of debris;
 - vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. obtain all required permits;
 - ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and
 - xii. provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subgrantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Subgrantee/Subrecipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
 - j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subgrantees/Subrecipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee/Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subgrantee/Subrecipient, this assurance shall obligate the Subgrantee/Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;

- v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
- i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subgrantee/Subrecipient by FEMA. The Subgrantee/Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee/Subrecipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUBRECIPIENT:

Signature

Printed Name and Title

Date

Public Assistance Quarterly Report

Available for Each Subgrantee/Subrecipient on www.FloridaPA.org

Quarterly Report

This form is to report the progress of projects on a quarterly basis. The quarter and dates are December 31, March 31, June 30, September 30 and this form is due within 15 days of each end date. Selecting a project from the 'Select Project' list will populate the form below. Reporting has been completed on projects that are project-closed in the 'Select Project' list.

Select Project:

Filter this list for projects that are not 100% complete.

Type: [View Project](#)
 Eligible Obligated: \$98,124.00
 Work Deadline: Dec 31, 2007

| General | This Quarter | Previous Quarter |
|----------------------------|--------------|------------------|
| Anticipated Final Amount: | \$97,124.00 | \$97,124.00 |
| Expended To Date: | \$98,640.00 | \$9,640.00 |
| Work Percent Complete: | 100.0% | 100.0% |
| Estimated Completion Date: | Sep 30, 2007 | Sep 30, 2007 |

Projected Funds to be Requested for Reimbursement

| | | |
|-----------------------------------|--------|--------|
| Estimate for FY2012-Q1: July-Sep: | \$0.00 | \$0.00 |
| Estimate for FY2012-Q1: Oct-Dec: | \$0.00 | \$0.00 |
| Estimate for FY2012: | \$0.00 | \$0.00 |
| Estimate for FY2014: | \$0.00 | \$0.00 |
| Estimate for FY2015: | \$0.00 | \$0.00 |
| Estimate for FY2016: | \$0.00 | \$0.00 |

Status

Work Status:
Work Complete - Closeout/Not Requested reported in previous quarter.

Cost Status:
Nothing reported in previous quarter.

Comments:
Please provide any important information regarding the progress of this project.



Did you know...

- If the Estimated Completion Date is greater than the Work Deadline, a Request for Time Extension may be required. [Submit Time Extension](#)
- If this project is 100% complete a Request for Project Closeout is required. [Submit Project Closeout](#)

**Certification Regarding
Debarment, Suspension, Ineligibility,
and
Voluntary Exclusion**

Subcontractor Covered Transactions:

The prospective subcontractor of the Subgrantee/Subrecipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Where the Subgrantee's/Subrecipient's subcontractor is unable to certify to the above statement, the prospective subcontractor must attach an explanation to this form.)

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Printed Name

Subgrantee's/Subrecipient's Name

Attachment "C"

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

| |
|----------------------------------|
| Agent's Name |
| Signature |
| Organization / Official Position |
| Mailing Address |
| City, State, Zip |
| Daytime Telephone |
| E-mail Address |

Box 2: Primary Agent (Full Access)

| |
|----------------------------------|
| Agent's Name |
| Signature |
| Organization / Official Position |
| Mailing Address |
| City, State, Zip |
| Daytime Telephone |
| E-mail Address |

Box 3: Alternate Agent (Full Access)

| |
|----------------------------------|
| Agent's Name |
| Signature |
| Organization / Official Position |
| Mailing Address |
| City, State, Zip |
| Daytime Telephone |
| E-mail Address |

Box 4: Other-Finance/Point of Contact (Full Access)

| |
|----------------------------------|
| Official's Name |
| Signature |
| Organization / Official Position |
| Mailing Address |
| City, State, Zip |
| Daytime Telephone |
| E-mail Address |

Box 5: Other-Risk Mgmt-Insurance (Full Access)

| |
|----------------------------------|
| Agent's Name |
| Signature |
| Organization / Official Position |
| Mailing Address |
| City, State, Zip |
| Daytime Telephone |
| E-mail Address |

Box 6: Other-Environmental-Historical (Full Access)

| |
|----------------------------------|
| Agent's Name |
| Signature |
| Organization / Official Position |
| Mailing Address |
| City, State, Zip |
| Daytime Telephone |
| E-mail Address |

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

| | | | |
|--|--|---|--|
| Sub-Grantee: | | Date: | |
| Box 7: Other (Read Only Access) | | Box 8: Other (Read Only Access) | |
| Agent's Name | | Agent's Name | |
| Signature | | Signature | |
| Organization / Official Position | | Organization / Official Position | |
| Mailing Address | | Mailing Address | |
| City, State, Zip | | City, State, Zip | |
| Daytime Telephone | | Daytime Telephone | |
| E-mail Address | | E-mail Address | |
| Box 9: Other (Read Only Access) | | Box 10: Other (Read Only Access) | |
| Agent's Name | | Official's Name | |
| Signature | | Signature | |
| Organization / Official Position | | Organization / Official Position | |
| Mailing Address | | Mailing Address | |
| City, State, Zip | | City, State, Zip | |
| Daytime Telephone | | Daytime Telephone | |
| E-mail Address | | E-mail Address | |
| Box 11: Other (Read Only Access) | | Box 12: Other (Read Only Access) | |
| Agent's Name | | Agent's Name | |
| Signature | | Signature | |
| Organization / Official Position | | Organization / Official Position | |
| Mailing Address | | Mailing Address | |
| City, State, Zip | | City, State, Zip | |
| Daytime Telephone | | Daytime Telephone | |
| E-mail Address | | E-mail Address | |
| Sub-Grantee's Fiscal Year (FY) Start: Month: | | Day: | |
| Sub-Grantee's Federal Employer's Identification Number (EIN) | | - | |
| Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management | | | |
| Sub-Grantee's: FIPS Number (If Known) | | - - | |

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 10-04-16 DISCARD PREVIOUS VERSIONS

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subgrantee's/Subrecipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if *all* authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historical). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

DHS OIG AUDIT ISSUES & ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Subgrantees/Subrecipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.
- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

FOR _____ BY _____
Subgrantee/Subrecipient Signature

Date Printed Name and Title



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2017-12-07 awarding bid to P&S Paving in an amount not to exceed \$700,000 for construction of CDBG-C04, Southern Riverfront Improvement, per results of ITB-2016-12

SUMMARY:

On November 22, 2016 the City of Palatka received six (6) bids for Invitation to Bid 2016-12. P&S Paving of Daytona Beach was the lowest apparent bidder. Following a review of the bid schedule and discussions with our engineers, a revised scope was developed. This scope of work still achieves everything originally agreed to in the CDBG application. However, instead of a full depth reclamation of Memorial Parkway and Second Street the project will now involve a mill and resurface of these areas. Staff also reduced allowances for landscaping within the areas. This has brought the project cost to \$674,000.

The contractor has requested a revised plan set to reflect the changes. This plan set is expected to be completed in the next 1-2 weeks. At that time the Contractor will then review the plan set and confirm if their proposal of \$674,000 is accurate. Staff is requesting a not to exceed award amount of \$700,000 to allow for some adjustment if the schedule of values has to be adjusted for minor fluctuations in quantities. If the final amount is in excess of the \$700,000 staff will bring the project back to commission for review and approval.

RECOMMENDED ACTION:

Adopt a resolution P&S Paving in an amount not to exceed \$700,000 for construction of CDBG-C04, Southern Riverfront Improvement, per results of ITB-2016-12

ATTACHMENTS:

| Description | Type |
|-----------------------------|-----------------|
| ▢ Resolution | Resolution |
| ▢ Bid Tabulation | Backup Material |
| ▢ Bid Schedule of Values | Backup Material |
| ▢ Engineer's Recommendation | Backup Material |
| ▢ CDBG C04 Contract | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|--------------------|---------------|----------------------|
| Grants & Projects | Griffith, Jonathan | Approved | 1/17/2017 - 10:46 AM |

RESOLUTION No. 2017 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING BID 2016-02 FOR PROJECT CDBG-C04 FOR
SOUTHERN RIVERFRONT IMPROVEMENTS IN AN AMOUNT
NOT TO EXCEED \$700,000**

WHEREAS, on October 20, 2016 the City of Palatka advertised Invitation to Bid 2016-12 for Southern Riverfront Improvement related to Community Development Block Grant C04 (the Project); and

WHEREAS, on November 22, 2016 the City received and opened six (6) sealed bids; and

WHEREAS, P&S Paving was the lowest apparent Bidder; and

WHEREAS, staff and the City's engineering consultant, Passero & Associates, have met with P&S Paving and determined that the project can be completed through value engineering for an amount not to exceed \$700,000; and

WHEREAS, it is in the best interest of the City to move forward with the project.

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

1. That the City Commission authorizes value engineering of the project so long as the original scope is achieved;
2. That staff is authorized to seek approval of the modifications from the Department of Economic Opportunity;
3. That the Mayor and City Clerk are hereby authorized to execute and attest a contract with P&S Paving in an amount not to exceed \$700,000 for construction of CDBG-C04, Southern Riverfront Improvements, per ITB-2016-12. Sou

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

**City of Palatka
Bid Opening**

Date 11/22/16 3:00 p.m.

Job Title ITB 2016-12 Southern Riverfront Improvements
Dept./Engineer Public Works – Ayres Assoc.

Opened by: B. Driggers
Read by: J. Griffith

| Bidder name | Acknowledge Addendums? 3 | Base Bid Amount | Act 1 | |
|---|-----------------------------|-----------------|------------------------|----------------------------|
| 1. BCO Jacksonville | yes | \$1,012,801.00 | | |
| 2. Besch + Smith Civil Group St. Augustine | yes | \$983,457.79 | | |
| 3. Cline Construct Palm Coast | yes | \$927,190.21 | (29,200.00) | |
| 4. Florida Safety Contractors Inc Lampa | yes | \$1,338,663.20 | * | |
| 5. Halifax Paving Ormond Beach | yes | \$1,017,779.00 | | |
| 6. P+S Paving Daytona Beach | yes | \$917,030.82 | (38,100.00) | LANDSCAPING (110,000.-) |
| 7. | | \$ | | |

Witnesses:

Wicki Young
Bobby Driggers

[Signature]
[Signature]

BID FORMS

City of Palatka - Southern Riverfront Improvements - Invitation to Bid 2016-12

| Item | Description | Quantity | Units | Unit Cost | Total |
|------------|---|----------|-------|--------------|---------------------|
| I | GENERAL | | | | |
| A | Mobilization | 1 | LS | \$ 59,430.00 | \$ 59,430.00 |
| B | M.O.T. | 1 | LS | \$ 11,740.00 | \$ 11,740.00 |
| C | Materials Testing | 1 | LS | \$ 13,335.00 | \$ 13,335.00 |
| D | Construction Surveying | 1 | LS | \$ 25,347.00 | \$ 25,347.00 |
| E | Record Drawings | 1 | LS | \$ 9,350.00 | \$ 9,350.00 |
| F | NPDES Permitting, Monitoring and Compliance | 1 | LS | \$ 1,016.00 | \$ 1,016.00 |
| | SUBTOTAL | | | | \$120,218.00 |
| II | DEMOLITION/EARTHWORK/GRADING | | | | |
| A.1 | Clear & Grub (Demolition Bid Separately Below) | 1 | LS | \$ 9,200.00 | \$ 9,200.00 |
| | DEMOLITION | | | | |
| A.2 | Remove/Stockpile Existing Bricks (Short Laurel Street) | 0 | SY | \$ - | \$ - |
| A.3 | Remove Existing Asphalt | 915 | SY | \$ 9.78 | \$ 8,948.70 |
| A.6 | Remove/Stockpile Existing Granite Curb | 0 | LF | \$ - | \$ - |
| A.9 | Remove Existing Concrete Curb | 2100 | LF | \$ 7.43 | \$ 15,603.00 |
| A.12 | Remove Existing Concrete Steps and Hand Rail-2 (2nd Street) | 1 | LS | \$ 445.00 | \$ 445.00 |
| A.13 | Remove Existing Sidewalk | 1,400 | LF | \$ 7.21 | \$ 10,094.00 |
| A.14 | Remove Existing Inlets | 2 | EA | \$ 1,045.00 | \$ 2,090.00 |
| B | General Site Fill and Rough Grading | 1 | LS | \$ 22,420.00 | \$ 22,420.00 |
| C | Fine Grading | 1 | LS | \$ 43,055.00 | \$ 43,055.00 |
| D | Erosion Control Measures | 1 | LS | \$ 4,957.00 | \$ 4,957.00 |
| E | Grassing | 3,000 | SY | \$ 2.45 | \$ 7,350.00 |
| | SUBTOTAL | | | | \$124,162.70 |
| III | ROADWAY/PAVING | | | | |
| A.1 | 12" Stabilized Subgrade | 2,500 | SY | \$ 8.88 | \$ 22,200.00 |
| B.1 | 8" Rock Base | 2,500 | SY | \$ 14.43 | \$ 36,075.00 |
| C.1 | 1.5" Type SP9.5 Asphalt Pavement | 2,250 | SY | \$ 8.60 | \$ 19,350.00 |

BID FORMS

City of Palatka - Southern Riverfront Improvements - Invitation to Bid 2016-12

| | | | | | |
|----------------------------------|--|-------|----|-----------|---------------------|
| D.1 | 1" Mill & 1" Type SP9.5 Asphalt Overlay | 5,375 | SY | \$ 11.98 | \$ 64,392.50 |
| E | Brick Pavers @ crosswalks (include concrete underlayment) | 110 | SY | \$ 121.00 | \$ 13,310.00 |
| F | Brick Pavers Front of Church (include concrete underlayment) | 130 | SY | \$ 96.80 | \$ 12,584.00 |
| G.1 | Type F Curb | 3,291 | LF | \$ 13.33 | \$ 43,869.03 |
| G.5 | Type D Curb | 714 | LF | \$ 12.55 | \$ 8,960.70 |
| G.8 | Driveway Curb | 176 | LF | \$ 14.25 | \$ 2,508.00 |
| G.10 | Flush Header Curb - 18" (2nd Street) | 72 | LF | \$ 13.37 | \$ 962.64 |
| G.11 | Flush Header Curb - 18" (Laurel Street) | 74 | LF | \$ 15.84 | \$ 1,172.16 |
| H | Wheel Stops | 41 | EA | \$ 43.95 | \$ 1,801.95 |
| I.1 | Sidewalk (2nd Street) | 2704 | SY | \$ 26.20 | \$ 70,844.80 |
| SUBTOTAL | | | | | \$298,030.78 |
| IV STRIPING & SIGNAGE | | | | | |
| STRIPING | | | | | |
| 1 | 4" Solid white paint | 1,890 | LF | \$ 0.23 | \$ 434.70 |
| 2 | 4" solid yellow paint | 460 | LF | \$ 0.23 | \$ 105.80 |
| 3 | 4" double yellow paint | 1,340 | LF | \$ 0.46 | \$ 616.40 |
| 4 | Thermoplastic Stop Bar | 6 | EA | \$ 115.50 | \$ 693.00 |
| 5 | ADA Space | 3 | EA | \$ 44.00 | \$ 132.00 |
| 6 | FDOT Crosswalk Marking | 6 | EA | \$ 352.00 | \$ 2,112.00 |
| SUBTOTAL | | | | | \$4,093.90 |
| SIGNS | | | | | |
| 7 | Stop Sign | 6 | EA | \$ 203.50 | \$ 1,221.00 |
| 8 | ADA Sign | 3 | EA | \$ 126.50 | \$ 379.50 |
| 9 | Speed Limit Sign | 6 | EA | \$ 192.50 | \$ 1,155.00 |
| 10 | Pedestrian Crosswalk Sign | 6 | EA | \$ 247.50 | \$ 1,485.00 |
| 11 | Street Signs | 4 | EA | \$ 126.50 | \$ 506.00 |
| SUBTOTAL | | | | | \$4,746.50 |

BID FORMS

City of Palatka - Southern Riverfront Improvements - Invitation to Bid 2016-12

| V | STORM DRAINAGE | | | | |
|-------------|---|-----------------|----|-------------|--------------------|
| A.1 | 18" RCP | 383 | LF | \$ 47.30 | \$ 18,115.90 |
| A.1a | 18" ADS (Alternate, Deduct) | 383 | LF | \$ (2.20) | \$ (842.60) |
| A.2 | 24" RCP | 217 | LF | \$ 60.50 | \$ 13,128.50 |
| A.2a | 24" ADS (Alternate, Deduct) | 217 | LF | \$ (4.40) | \$ (954.80) |
| A.3 | Imported Backfill for Storm Pipe Installation | 1 | LS | \$ 825.00 | \$ 825.00 |
| B.1 | FDOT Curb Inlet Type 9 | 9 | EA | \$ 3,476.00 | \$ 31,284.00 |
| B.2 | FDOT Curb Inlet Type 9 w/ 6' Dia. Storm Manhole | 1 | EA | \$ 4,092.00 | \$ 4,092.00 |
| B.3 | FDOT Type E Inlet | 2 | EA | \$ 3,344.00 | \$ 6,688.00 |
| B.4 | FDOT Type P Storm Manhole | 1 | EA | \$ 2,915.00 | \$ 2,915.00 |
| | | SUBTOTAL | | | \$75,251.00 |
| VI | POTABLE WATER SYSTEM | | | | |
| A | Replace Meter Boxes | 8 | EA | \$ 264.00 | \$ 2,112.00 |
| B | Adjust Vavle Covers | 10 | EA | \$ 198.00 | \$ 1,980.00 |
| C | Adjust Hydrants | 3 | EA | \$ 2,090.00 | \$ 6,270.00 |
| D | Maintain Water Service During Construction | 1 | LS | \$ 1,760.00 | \$ 1,760.00 |
| | | SUBTOTAL | | | \$12,122.00 |
| VII | SANITARY SEWER SYSTEM | | | | |
| A | Adjust Sanitary Manhole Rims | 7 | EA | \$ 495.00 | \$ 3,465.00 |
| B | Adjust Service Cleanouts | 5 | EA | \$ 198.00 | \$ 990.00 |
| C | Maintain Service During Construction | 1 | EA | \$ 1,750.00 | \$ 1,750.00 |
| | | SUBTOTAL | | | \$6,205.00 |
| VIII | LANDSCAPING (ALLOWANCES) | | | | |
| A | Memorial Drive | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| B | 2nd Street | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| C | Laurel Street | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |

BID FORMS

City of Palatka - Southern Riverfront Improvements - Invitation to Bid 2016-12

| | | | | | |
|---|-------------------|---|----|-----------------|---------------------|
| D | North Parking Lot | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| | | | | | |
| | | | | SUBTOTAL | \$30,000.00 |
| | | | | | |
| | | | | TOTAL | \$674,829.88 |



January 13, 2017

Mr. Terry K. Suggs, City Manager
City of Palatka
201 North 2nd Street
Palatka, FL 32177

Reference: **Recommendation of Award:**
 Southern Riverfront Improvements
 Palatka Municipal Airport
 PA Project Number 24000010.048R

Dear Mr. Suggs:

Passero Associates has reviewed the six (6) bids that were received and opened on November 22, 2016, for the Southern Riverfront Improvements project located along the downtown Palatka riverfront. This letter serves as Passero Associates recommendation for award to P & S Paving, Inc. (P&S) of Daytona Beach, Florida.

Passero Associates performed a review of P&S's responsibility by researching the following:

- P&S is a licensed Certified General Contractor and Certified Underground Utility and Excavation Contractor in the State of Florida.
- P&S does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- P&S has direct experience working on successful projects with Passero Associates, LLC.

A Bid Tabulation showing a summary of the lowest three bids received and opened at the project's bid opening, November 22, 2016 3:00 PM, is enclosed for your review. P&S is the low bidder.

Since the bid opening, Passero Associates and P&S have coordinated project modifications in a value engineering effort to reduce the project costs, based on available funding. Modified Bid Forms were generated from this process and are attached for your review. Based on this information, Passero Associates recommends the construction contract be awarded to P&S, Inc., in a not-to-exceed amount of seven-hundred thousand dollars and zero cents (\$700,000.00).

We have also enclosed for your consideration and approval, the following Work Order for Passero Associates, LLC:

- Work Order 17-48R for Construction Administration, Value Engineering, Periodic Resident Engineering & Inspection / Observation, and Grant Administration Assistance services in the amount of ninety thousand dollars and zero cents (\$90,000.00).

If you have any questions or require additional information, please contact me.

Sincerely,



Andrew M. Holesko, C.M.
Program Manager / Vice President

Enclosures: Bid Tabulation
Modified Bid Forms (P&S)
PA Work Order 17-48R

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 201____,
by and between the City of Palatka herein called the "owner" through its _____ and

STRIKE OUT (a corporation) (a partnership) (an individual)
IN APPLICABLE
TERMS

doing business as _____

of _____, City of _____, and State of

Florida, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Paving, Grading and Drainage Improvements for the construction of new parking and street/streetscape improvements, including demolition of existing improvements.

hereinafter called the project, for the sum of \$_____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at the CONTRACTORS' own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions, Supplemental General Conditions and Special Conditions of the Contract; the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof; the specifications and contract documents therefore as prepared by _____, herein entitled the Architect/Engineer; and as numbered in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 145 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$_____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

(Owner)

(Secretary)

By _____

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)

By: _____

(Witness)

(Title)

(Address and Zip Code)

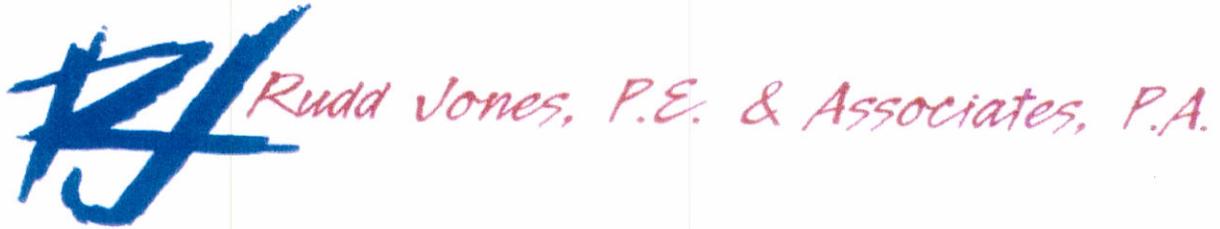
Note: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Palatka do hereby certify as follows:

I have examined the attached contract (s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly authorized; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____



Technical Specifications- City of Palatka Southern Riverfront Development

I. GENERAL

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2004 and Design Standards (Index Numbers) are frequently referenced in these specifications. Also, a report entitled Report of Geotechnical Services; Boat Ramp Parking Improvements/River Street/ Memorial Parkway, Palatka, FL, dated October 10, 2012, as prepared by Universal Engineering Sciences shall be referenced. These documents are formally included as a part of these specifications and may be referred to elsewhere in this document by the terms FDOT Specifications, FDOT Section #, FDOT Index No. or "Soils Report."

They shall be considered a part of these specifications as if they were printed and included in the plans. Should these plans refer to a specific FDOT Section, all other applicable FDOT specifications and requirements referenced therein, not specifically excluded otherwise by these documents, shall also be considered as referenced by these specifications.

This project is largely a re-development project that will be constructed in the vicinity of businesses, a church and public facilities that must remain open and operating throughout construction. The Contractor may need to close certain areas of the work to public access during construction, but at no time shall his work prevent the public's or emergency personnel's access to any business or the church during normal hours of operation. The boat ramp area, areas of the City's park space and segments of streets and sidewalks may be closed by the Contractor, but the closings shall be for the shortest possible length of time necessary to perform the work and shall be reopened as soon as possible for safe use. Prior to beginning work, the Contractor shall submit a detailed plan for closing facilities and managing access to Engineer for review and acceptance. This plan shall be modified as needed to meet the above requirements in the event of unforeseen circumstances.

Utility service to all businesses and other existing customers shall be maintained at all times during hours of operation.

A. Mobilization.

Mobilization shall be as specified in FDOT Section 101, and as may be required below. The work specified in this Section consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, the special provisions, and Federal, State and local laws and regulations. The costs of bonds and any required insurance, and any other work, excluding the cost of construction materials, shall also be included in this Section.

B. Maintenance of Traffic (MOT).

M.O.T. shall be as specified in FDOT Section 102. Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not construct or create a hazard to any traffic during performance of the work, and repair any damage to existing pavement open to traffic.

Special attention shall be paid to Section 102-5.5 that requires providing continuous access to all residences and places of business (and places of assembly). For the purposes of this project; maintenance of traffic refers to both vehicular and pedestrian traffic.

The Contractor shall submit a Maintenance of Traffic (MOT) Plan as a shop drawing for review and approval by Engineer. The Contractor shall prepare the plan in accordance to the requirements of FDOT Specifications and Index Series 600. Plans that are not consistent with the FDOT Index Series may be considered by Engineer, but must be signed and sealed by a licensed Florida P.E. certifying compliance with FDOT specifications.

C. Materials Testing

The Contractor shall secure the services of a licensed and certified testing laboratory to perform materials testing as specified in the plans and specifications. The Contractor shall be responsible for the cost of all testing, including retesting of any failed tests. Testing results shall be provided by Contractor to Engineer on an incremental basis as soon as they are received from the testing laboratory. The Contractor shall also maintain a file of the testing results, in chronological order, and provide Engineer with a complete set of testing results upon completion of the project for his use in preparing final certifications.

D. Construction Surveying

Construction Surveying is the responsibility of the Contractor. The City of Palatka shall provide the Contractor with basic horizontal and vertical control generally consisting of centerline/baseline stationing and up to 7 benchmarks (NGVD 1929), said points provided by a licensed Florida Professional Surveyor and Mapper. Contractor is responsible for all other surveying related to the construction, and for protecting the control points provided by The City of Palatka. If required, reestablishment of these control points must be performed by The City of Palatka's surveyor, but shall be at Contractor's expense.

E. Record Drawings

Upon completion of the work, and at incremental points during the prosecution of the work, the Contractor shall secure the services of a licensed Florida Professional Surveyor and Mapper to obtain record information of elements of the work necessary to provide an accurate and complete record drawing of the improvements. This information shall include, but may not be limited to: location, invert, bottom and top elevations of all underground structures, invert,

location; material and size of all underground pipes or conduits; clearance distances at all utility and/or storm-water crossings; location and elevations of all surface improvements (paving, sidewalks, curbs, etc.); locations, elevations and dimensions of all above ground structures, including seawalls, ramps, concrete caps, etc. Upon completion of the work, the Contractor shall provide Engineer with 4 signed and sealed set of record drawings and 1 electronic copy of the record drawings for his use in preparing final certifications of completion and for final payment.

The drawings shall be prepared using the design drawings as the base, with constructed elevations and dimensions, in a "strike through and replace" format and shall be provided in 24" x 36" size and also provided as electronic pdf files..

F. NPDES Permitting, Monitoring and Compliance (SWPPP Plan Preparation)

It is the goal of The City of Palatka to have the project's construction completed in full compliance with the requirements of the EPA/FDEP with respect to the management of sediments during construction, without transfer of any sediments or other pollutants to water-bodies, environmentally sensitive areas or offsite that exceed State Water Quality standards. An NPDES Permit for Storm-water discharge during construction activity will be required and it shall be the Contractor's responsibility to obtain the permit and comply with the requirements. The work shall also be performed in accordance to FDOT Section 104, except as may be more stringently required below.

This includes preparation of a job-specific Storm Water Pollution Prevention Plan (SWPPP). While the construction drawings may include details and locations of specific recommended erosion control measures, it is the Contractor who is responsible for implementing erosion control measures as necessary to meet State and Federal requirements. The following is a list of items that should be addressed in a typical SWPPP. Not all items may apply to every contract, but each of these items must be considered and those that apply addressed.

1. The plan should entitled as an SWPPP plan and refer to the NPDES permit # upon issuance. This plan shall be kept at the jobsite at all times, along with a copy of the permit.
2. The plan should include a location map that shows the location of the work on the site and as a part of the overall project work. Property boundaries and major waterways, drainage routes, roads, preserve areas and/or other significant features should be identified as well as the Contractor's proposed routes for ingress and egress and delivery of equipment and materials;
3. The plan should include an overall depiction of the project work, and to the extent possible, the locations and extent of the proposed BMP's. This should include the locations of any property boundaries and major waterways, drainage routes, roads, preserve areas and/or other significant features that are in the immediate vicinity. Depicting the site topography and specific locations where storm water may be anticipated to collect and/or concentrate are important elements of this.
4. The plan should include any project phasing, if applicable.
5. The plan should include a projected schedule identifying all major elements of the work, including implementation of the temporary BMP's used during construction and the permanent BMP's that will be left in place after the temporary elements are removed, eg. grassing, rip-rap, etc. The schedule should reflect construction sequencing to minimize the amount of area disturbed at any one time.
6. The plan should identify those elements of the work with potential to cause turbidity, and the specific BMP's proposed to address each element. The plan should include details and or descriptions to stipulate how these BMP's will be installed and maintained.

7. The plan should include a stabilized construction entrance to trap soil on tires moving from open ground onto pavement to remove soil from tires. Access should be limited to this location or locations only. If washing vehicles is necessary to remove soil, an area dedicated for that purpose should be identified and included in the plan.
8. The plan should include locations and BMP's for any short or long term soil or material stock-piles, with adequate measures included for both water and wind-borne erosion.
9. If dewatering is required for construction, a detailed dewatering plan should be included in the SWPPP, including anticipated pumping rates and a settling basin or other BMP sized to handle turbidity for the anticipated flows.
10. If it is anticipated that customary physical BMP's might not be adequate to control sediment transfer during construction, chemical treatment should be considered and planned for. It is critical that the correct chemicals in the correct application rate be applied and the plan should include an analysis of the anticipated soil and water conditions so that the correct application materials can be at hand. FDEP has a list of approved chemicals. No chemical treatment can be used without first obtaining approval from the FDEP. Chemical treatment is most commonly used in settling ponds to remove suspended silts and clays during dewatering operations, but can also be effective in other applications.
11. The plan should include the location of proposed rain gauges used in the monitoring, along with locations for any proposed turbidity measurement to establish background conditions and for regular testing during construction should this be advisable for the particular project.
12. The plan should include a detailed estimate of the quantities of BMP's proposed, i.e. linear feet of silt fence, square yards of mulch, rip-rap, etc.
13. The plan should include a list of equipment that will be used on the site and a description of any anticipated maintenance/service of equipment that might be required. Include a location map or description of where the equipment will be stored and/or serviced.
14. The plan should include a list of all materials such as fuel, paint, cements, coatings, solvents, grease, oils, etc. that will be used on the job and a depiction/description of where/how these materials will be safely used, stored and ultimately disposed of or removed from the site.
15. The plan should include a description of how any minor spills of such materials will be addressed and the equipment and materials the Contractor will have readily available at all times on site to clean up those minor spills.
16. The plan should include locations and descriptions of portable toilet facilities and schedule for maintenance (if applicable).
17. The plan should include a depiction or description of temporary contractor waste/debris disposal facilities.
18. The plan should include the name and contact information of the qualified individual(s) who will be responsible for the NPDES inspections and reporting (FDEP NPDES Inspector certification is required for the Contractor's employee or sub-contractor who will be providing the inspection and required record-keeping).

The SWPPP shall be submitted by the Contractor and reviewed by Engineer prior to permitting the Contractor to begin work on site. If the plan appears to be acceptable, it shall be returned to the Contractor marked as "Accepted for Implementation". If the plan is unacceptable, it shall be returned to the Contractor marked "Rejected" along with a description of the perceived short-comings and a request for re-submittal of a revised document for further review. It is important that the Contractor understand that they are solely responsible for meeting the permit requirements and that acceptance

of the Contractor's SWPPP plan by The City of Palatka or Engineer/ other consultants does not relieve him in any way of that responsibility.

The list above is not intended to be complete or to address all eventualities that may occur, but rather as a guide to assist The City of Palatka and Engineer in evaluating proposed SWPPP plans. All Contractor's should refer to available literature, such as Florida Storm Water Erosion and Sedimentation Control Inspector's Manual, published by the FDEP July, 2008; or secure the services of a licensed Florida Engineer familiar with these practices to assist them in preparing the plans. The FDEP also provides guidance materials including an example of a properly completed plan at their website: <http://www.dep.state.fl.us/water/stormwater/npdes/construction1.htm>.

II. EARTHWORK/GRADING

A. Clear and Grub

The Contractor shall clear all areas necessary within the limits of the project as required to construct the proposed improvements in accordance to the design and specifications. Clearing and grubbing shall be performed in conformance to the requirements of FDOT Section 110, and as may be required and/or recommended as referenced in the Soils Report.

The existing tree in the previously proposed roundabout will remain in place and shall be protected by the Contractor in accordance with FDOT Section 110-2.3. For any proposed excavation or grubbing necessary in the vicinity of the tree, roots encountered will be hand sawn at the edge of excavation. The tree will also trimmed in accordance to this Section.

Certain materials that must be removed are considered of value by the City and shall remain City property. These include existing brick pavers, granite curb, storm-water and/or utility fittings/covers/grates. The Contractor shall exercise due care to remove these items intact and undamaged to the extent reasonable and customary. These materials shall be pallet stacked and loaded by Contractor onto City vehicles for removal from the site and stockpiling on City property. Damaged or undesirable materials shall be disposed of by the Contractor in accordance to the general requirements of this section.

~~B. Retention Area Excavation North Pond~~

~~In general the excavation shall meet the requirements of FDOT Section 120. The Contractor shall excavate the pond to the sections and elevations shown on the drawings. Soil testing shall be performed in the area of the pond bottom to insure that the underlying soils meet the requirements of the specifications. Should soil replacement be required, this material shall meet the specifications referenced on the plans. The removed soil, if suitable, may be used elsewhere on the site.~~

~~The pond construction also includes an under-drain system. This system is included under Section V. Storm Drainage of these specifications.~~

~~C. Retention Area Excavation South Pond~~

~~In general the excavation shall meet the requirements of FDOT Section 120. The Contractor shall excavate the pond to the sections and elevations shown on the drawings. Soil testing shall be performed in the area of the pond bottom to insure that the underlying~~

~~soils meet the requirements of the specifications. Should soil replacement be required, this material shall meet the specifications referenced on the plans. The removed soil, if suitable, may be used elsewhere on the site.~~

D. General Site Fill and Rough Grading

The work shall be performed in general conformance to FDOT Section 120. The Contractor shall perform fill and grading materials and operations to achieve rough site grades as required for placement of proposed roadway, utility and other improvements included in these plans and specifications.

E. Fine Grading

The work shall be performed in general conformance to FDOT Section 120. This work includes the final grading activities prior to placement of final soil stabilization measures and/or final improvements that may include backfilling of underground improvements in grassed areas.

F. Erosion Control Measures

As referenced previously in Section 1.F of these specifications, the Contractor shall be responsible for meeting all State and Federal requirements related to erosion control and the transport of sediments during construction. Construction, implementation or placement in the work shall be done in accordance to relevant FDOT Specifications and the requirements of the SJRWMD and FDEP. In general, implementation or inclusion of these materials, means or methods shall be in accordance to the recommendations included in Florida Storm Water Erosion and Sedimentation Control Inspector's Manual, published by the FDEP July, 2008; or as may be seen at their website: <http://www.dep.state.fl.us/water/stormwater/npdes/construction1.htm>.

Typical BMP measures and locations are shown on the Drawings as may be implemented by the Contractor. These should be considered minimum requirements. Since each Contractor shall be responsible for developing his own site specific SWPPP Plan, the bid form includes only like items with no estimates of quantities for these line items. The Contractor shall provide his own estimate of quantities and unit prices for each of these measures he anticipates using on the project. These values will be used primarily as a means of defining unit costs for these items once the SWPPP Plan prepared by Contractor has been accepted by Engineer, so they may be included in the Contract. For items that may be used by Contractor that are not included on the bid form, Contractor may include them in blank lines left on the bid form.

For those erosion control measures that are designed as permanent features to remain in place after construction has been completed, such as grassing and rip-rap, they are included elsewhere in these specifications.

G. Grassing

Immediately upon achieving final grades and slopes, all disturbed areas shall be grassed by sodding or seeding and mulching in accordance to FDOT Sections 570, 575 and 981. Sod shall be argentine bahia. Proposed seed mixtures shall be appropriate for the season in which sown; and shall be submitted to Engineer for approval prior to placement in the work. Quantities for these items may be adjusted, depending upon the schedule of placement of final landscaping materials by Others.

III. ROADWAY/PAVING

In general, these improvements shall be performed in accordance to the requirements of FDOT Specifications.

A. Stabilized Subgrade:

A stabilized subgrade shall be provided under all proposed paving improvements including asphalt, concrete pavement, sidewalks and curbs and pavers; to the depth and dimensions shown on the drawings and typical sections. Compaction shall be to a minimum of 98% of maximum density as determined by AASHTO T-180; and shall meet a minimum FBV of 50psi and a L.B.R of 40.

All testing on the subgrade material shall be satisfactorily (pass) completed; and string-lining by Engineer or his representative satisfactorily completed (passed) prior to placement of base material. Tolerance for string-lining shall be to 1/2" above design elevation, provided the average depth meets or exceeds design depth.

B. Rock Base

A compacted limestone base course will be provided in the locations, dimensions and depths shown on the Drawings. Material shall meet the minimum requirements of FDOT Section 911. Material as specified by FDOT Sections 913, 913A & 915 may be substituted by Contractor. Compaction shall be to 98% of maximum density as determined by AASHTO T-180 and shall meet a minimum L.B.R of 100.

All testing on the base material shall be satisfactorily completed (passed); and string-lining by Engineer or his representative satisfactorily completed (passed) prior to placement of base material. Tolerance for string-lining shall be to 1/4" above design elevation to a depth of 1/2" below design, provided the average depth meets or exceeds design depth.

Prior to placement asphalt, a bituminous tack coat shall be applied in accordance to FDOT Section 300.

C. Type S-3 Asphalt

Generally, all asphalt paving shall be performed in accordance of he requirements of FDOT Section 330. Asphalt shall be that material known as Type S-3. A smooth, uniform pavement surface is required and Contractor shall take quality control responsibility for the material and placement to insure this. Careful attention to removal of any over-sized aggregate is required.

D. Asphalt Milling

Portions of the project require milling of exiting asphalt surfaces prior to repaving. In general, milling shall be to a depth necessary to achieve final design grades to allow for placement of a single asphalt lift of at least 1.25". Should underlying brick pavers be encountered at or above this depth, it shall immediately be brought to the attention of the

Engineer. Depending on the extent of this condition, removal of the brick and/or underlying materials may be required to construct a full pavement section including subgrade and base courses. Any areas that exhibit failures or significant settlement, or past repairs of same shall be immediately brought to the attention of the Engineer so that he may determine if additional measures are required prior to repaving. Asphalt milling shall be performed in accordance to FDOT Section 327.

E. Brick Pavers @ Crosswalks/other walkways (includes concrete underlayment)

Contractor shall provide brick pavement in the locations shown on the drawings, per the typical section and to the grades and dimensions shown. This item includes the concrete underlayment shown in the typical section.

Contractor shall include new brick to match recent improvements on St. Johns Avenue in the vicinity of the project; although, the City reserves the right to require the Contractor to use brick material salvaged from the Short Laurel Street demolition, or as may be provided from City stockpiles. (The bid form includes line item cost for both alternatives.) Shop drawings for the brick material shall be submitted to Engineer for review and acceptance. Brick material, if supplied by Contractor, shall be for heavy duty (minimum of 3" thickness) traffic in areas subject to vehicular traffic (crosswalks, etc.) and for light duty (minimum of 2-1/4") or higher for placement in pedestrian only areas.

Heavy duty brick shall have a minimum compressive strength of 10,000 psi; modulus of rupture of 1,500 psi; maximum cold water absorption of 6% and Maximum Abrasion Index of 0.08. Light Duty Brick shall have a minimum compressive strength of 10,000 psi, modulus of rupture of 1,000 psi, maximum cold water absorption of 8%, and a Maximum Abrasion Index of 0.10.

Concrete underlayment shall meet the compressive strength referenced in the details. Concrete and brick courses shall include expansion and control joints as required for concrete pavement. Contractor shall submit shop drawings of the brick material, concrete mix and expansion control joint plan to Engineer for review and acceptance.

~~F. Brick Pavers @ Roundabout (Includes concrete underlayment)~~

~~Please refer to the above specifications for Brick Pavers. Only heavy duty brick is required for the roundabout.~~

G. Curb & Gutter

The Contractor shall construct concrete curbing in the locations and to the grades and sections shown on the drawings. The curb work shall be performed on accordance to FDOT Section 520. In the rear of the street-side islands, there is a combination of F-curb and D-curb shown. These sections of curb shall be hand-formed and poured as one U-shaped curb in section view. Final staking and forms for curb shall be checked by Contractor prior to pouring to insure that a sidewalk cross-slope of between 0.5% and 2% will be realized when sidewalks are poured to match existing entry points for existing buildings or in matching existing sidewalks that will remain in place. Contractor shall immediately notify

Engineer of any such slopes that appear to fall outside of this range as adjustments may need to be made in curb elevations.

H. Wheel Stops

Pre-cast concrete wheel stops shall be furnished and installed and anchored by Contractor in the locations shown and as detailed in the drawings. Concrete shall meet the requirements for curb and as specified above and as referenced in FDOT Section 520.

I. Sidewalk

Concrete sidewalk shall be cast-in-place in the locations and to the dimensions and elevations shown on the drawings. All work shall be in accordance to FDOT Section 522. For sidewalks adjacent to pavement, that are not protected by curbing, a thickened edge shall be provided adjacent to the pavement of at least 8" in depth and width, and transitioning to standard 4" depth at a 1:1 slope. All sidewalks shall have a broom finish oriented at right angles to the street.

For those locations where proposed sidewalk will abut existing buildings or sidewalks, forms must be checked to insure the sidewalk slopes away from the buildings at slopes between 0.5% and 2%. Cross-slopes must not exceed 2% and in all cases the sidewalks must be constructed to be ADA compliant. Any locations that appear not to be ADA compliant shall be brought to Engineer's attention immediately and prior to pouring.

J. FDOT Pedestrian-ADA Curb Ramp

Curb Ramp and detectable markings for ADA compliant access shall be provided and installed as detailed on the drawings and in accordance to FDOT Specifications and Index No. 304. Shop drawings for the detectable markings shall be provided to confirm color of strip.

IV. STRIPING & SIGNAGE

All painted pavement markings shall be installed/applied in accordance to FDOT Section 710. All thermoplastic pavement markings shall be installed/applied in accordance to FDOT Section 711.

Roadway centerline striping shall include reflective paint. Parking lot striping, including ADA space markings shall no include reflective paint. Stop bars and directional arrows shall be reflective thermoplastic.

All traffic signs shall be in conformance to the MUTCD and FDOT requirements for posts and bracing, Section 700. Sign panels shall be aluminum

V. STORM DRAINAGE

All storm drainage work shall be performed in conformance to FDOT standards and as may be more stringently required below. All pipe trenching shall be performed in accordance to

FDOT Section 125 and meet the requirements of the Trench Safety Act as detailed on the plans. All pipe laying shall be in accordance to FDOT Section 430 and shall be done in a dry trench unless otherwise approved by Engineer. All pipe joints shall be wrapped with filter cloth as shown on the drawings and required by FDOT Specifications using Class D fabric meeting the requirements of FDOT Index No. 199. Back-filling shall be in accordance to FDOT Section 430 and Section 125-8. Concrete Pipe shall meet the requirements of FDOT Section 449. ADS/HDPE Pipe, if approved as an alternate material, shall meet the requirements of FDOT Section 948. All pipe joints shall be wrapped with a geotextile fabric material as shown in FDOT Index 280. For pipe laid in close proximity to existing structures, care shall be taken to protect existing structures in accordance to FDOT Section 455.

8" ADS Perforated Underdrain Pipe with geotextile sock shall be type N-12 pipe provided with soil tight gaskets and joints. A Geotextile sock shall be included with the pipe as provided by ADS. The pipe shall be laid to grade and backfilled per the pipe specifications above, and as recommended by the manufacturer. Should, unsuitable material be found as defined on the drawings, a 3' x 3' envelope of the material shall be removed and replaced as described in the drawings. All pipe joints shall also be wrapped with geotextile fabric per DOT Index No. 280. Cleanouts shall be provided as shown on the drawings and shall be as provided ADS for N-12 pipe and shall have non-traffic bearing covers.

Concrete Mitered End Sections shall be constructed per FDOT Index No. 272..

Drainage structures shall be pre-cast concrete structures in accordance to FDOT Section 425. Excavation and backfilling shall be in accordance to FDOT Section 125. Structures shall be placed on a firm and unyielding base of dry material compacted to a minimum density of 90% of maximum as measured by AASHTO T-180 to a depth of at least 1 foot below the structure. Care shall be taken to not over-excavate the holes unless removal of unsuitable material is required. If backfilling for the structure foundation is required, the soils shall be compacted to 95% of maximum density per AASHOT T-180. Standard FDOT structure types have been specified for the work and they shall be fabricated in accordance to FDOT Index No's. 200-214.

The control structures shall be modified E-inlets as detailed on the drawings and shall include 3/8" aluminum plate fabricated baffles, fabricated and attached as detailed on the drawings.

Rubble Rip-Rap conforming to FDOT Section 530 shall be constructed at the discharge point (mitered end sections) of storm-drainage culverts entering the retention ponds. Only broken stone meeting the requirements of Section 530-2.2.2 shall be used. Bedding stone meeting the requirements of Section 530-2.3, and woven geo-textile material conforming to section 530-2.2.5 and FDOT Index No.199 shall be used.

For the repair of the existing sand-cement bag wall necessary for culvert penetration for the outfall pipe at Structure CS-2, rip-rap meeting the requirements of FDOT Section 530-2.1 shall be provided and installed per FDOT Index No. 258. Geotextile fabric meeting the requirements of FDOT Section 514 and as specified in FDOT Index No. 199 shall be placed behind the repair section and well toed in on all sides.

VI. POTABLE WATER SYSTEM / SANITARY SEWER SYSTEM

This work is largely a redevelopment project and the work will be performed in close proximity and around existing above and below-ground structures and utilities. Those existing structures and utilities that shall remain in place shall be protected by the Contractor and shall remain open for business/in operation throughout the project.

As a part of the paving/curb/sidewalk work, existing water valve tops, meter boxes, hydrants and sanitary manhole rims and covers shall be adjusted and reinstalled to match project design grades. Existing materials shall be re-used where possible except as noted below. If the existing materials are damaged or otherwise unusable in the work, Contractor shall immediately notify Engineer upon discovery.

All water meter boxes shall be replaced with new boxes. Meter boxes shall be Model DFW36C-12-1T (18" x 13" x 12" Black Polymer) as manufactured by DFW Plastics, Inc.

Water and Sewer service to existing customers in the vicinity of the project, and for fire protection, shall be maintained at all times. Existing water mains in the vicinity are predominantly old cast iron mains and may be easily damaged. The Contractor shall have on hand supplies necessary to immediately repair any main or service breaks resulting, directly or indirectly, from his operations or construction. Prior to beginning work, the Contractor shall coordinate with the City of Palatka Utilities Department to verify the locations of all water valves necessary to isolate all sections of the existing water mains in the project vicinity in the event of a main or service break. Contractor shall prepare and submit to Engineer his plan for maintaining utility service throughout the project prior to beginning work on the project, for review and acceptance.

ADDENDA RECEIPT ACKNOWLEDGMENT

| Addendum No. | Date | Initials |
|--------------|-------|----------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Bidder's Experience List

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

Subcontractors List

The following are Subcontractors to be employed by the Contractor:

| Name | Description of Work |
|-------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Manufacturers List

The following are Manufacturers of materials and equipment to be utilized by the Contractor:

| Name | Description of Materials and Equipment |
|-------|--|
| _____ | _____ |
| _____ | _____ |



NOTICE OF AWARD

TO:

Date:

Project:

The Owner has considered the Bid Proposal submitted by you for the above described project in response to its Advertisement for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within 7 calendar days from the date of this Notice of Award to you.

If you fail to execute said Agreement and to furnish said Bonds within 7 calendar days from the date of this Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law. You are required to return seven duplicate original acknowledged copies of this Notice of Award to the Owner.

Dated this _____ day of _____, 201__, _____, Florida,

OWNER

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by _____ this _____ day of _____, 201__.

By: _____

Title: _____

Southern Riverfront Improvements Project
CHANGE ORDER NO.

Project No. _____ Date _____

Owner: City of Palatka

Project Address: 301 River Street Palatka, FL 32177

Contractor:

Change Ordered:

Reason for Change Order:

CONTRACT AMOUNT

| | |
|--------------------------|----|
| Original Contract Amount | \$ |
| Previous Change Orders | \$ |
| Change Order Addition | \$ |
| Change order Deduction | \$ |
| Revised Contract Amount | \$ |

This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

Contractor Date

Owner (City/County) Date

Engineer Date

Project Manager Date

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____

Fax: _____

Cell Phone: _____

Email: _____

Submitted By: _____

Title: _____

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

***See preferred method of payment under "Prompt Payment Act" section of the Information to Bidders**

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

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

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

entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:



DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

CELL PHONE: _____ EMAIL: _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____



E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Contact Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

RESPONDENT'S CERTIFICATION

I have carefully examined the _____, the other related documents identified in the request.

1. I hereby propose to furnish the goods or services specified in the proposal and statement of qualifications. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. The undersigned certifies that all information contained in this proposal and statement of qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The undersigned certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. The undersigned certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."
- 5. The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- 6. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka, City Manager.

I further certify, under oath, that this proposal and statement of qualifications is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Name (Print)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2017-12-08 authorizing the execution of Construction Administration Work Order 17-48R with Passero & Associates in the amount of \$90,000 for CDBG Project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements

SUMMARY:

See attached work order 17-48R with Passero & Associates for the construction administration of Phase IV Riverfront Park Improvements. This project will complete the parking streetscape enhancements for the southern Riverfront Park, Second Street and Memorial Parkway. This proposal is within an acceptable range considering the anticipated construction award amount of approx \$676,000 to P&S paving.

RECOMMENDED ACTION:

Adopt Resolution 2017- authorizing the execution of Construction Administration Work Order 17-48R with Passero & Associates in the amount of \$90,000 for CDBG Project No. 15DB-OJ-04-64-02-C04 for Phase IV Riverfront Park Improvements

ATTACHMENTS:

| Description | Type |
|---------------------|-----------------|
| ▫ Resolution | Resolution |
| ▫ Passero WO 17-48R | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|--------------------|---------------|----------------------|
| Grants & Projects | Griffith, Jonathan | Approved | 1/17/2017 - 10:45 AM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 11:17 AM |

RESOLUTION No. 2017 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF CONSTRUCTION
ADMINISTRATION WORK ORDER 17-48R WITH
PASSERO & ASSOCIATES IN THE AMOUNT OF \$90,000
FOR CDBG PROJECT NO. 15DB-OJ-04-64-02-C04 FOR
PHASE IV RIVERFRONT PARK IMPROVEMENTS**

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

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

WHEREAS, Passero Associates has proposed work order 17-48 for construction administration services for the project; and

WHEREAS, it is in the best interest of the City to execute Passero Associates Work Order 17-48.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero Associates Work Order 17-48 for Construction Administration services for the CDBG C04 Riverfront Improvement Project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

By: Its MAYOR

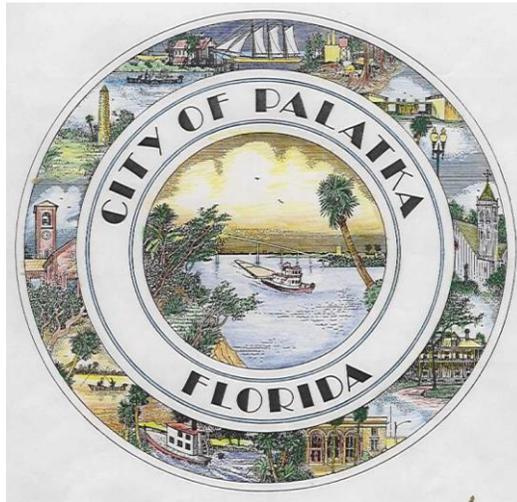
ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka



Palatka Riverfront Park

Southern Riverfront Improvements

**Construction Administration, Value Engineering, Periodic
Resident Engineering & Inspection / Observation, and
Grant Administration Assistance**

By
Passero Associates, LLC
(Passero Project No. 24000010.048R)

Work Order 17-48R

Southern Riverfront Improvements
Construction Administration, Value Engineering, Periodic Residential Engineering & Inspection /
Observation, and Grant Administration Assistance
Palatka Riverfront Park, Palatka, Florida

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

Project Location: Palatka Riverfront Park, Palatka, Florida.

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

Scope of Basic Services: Construction Administration, Value Engineering, Periodic Resident Engineering and Inspection / Observation, Grant Administration Assistance. (See Attachment A: Scope of Work).

Scope of Special Services: None.

Client Manager: Terry K. Suggs, City Manager.

Project Coordinator: Jonathan Griffith, Public Works Director.

PA Program Manager: Andrew Holesko, CM, Vice President.

PA Project Manager: Michael Cornell, Project Manager – Construction / Special Projects

| | | |
|--|----------------|--------------|
| <u>Basic Services Compensation and Method of Payment:</u> | Not-to-Exceed: | \$ 90,000.00 |
| <u>Total Project Cost:</u> | Not-to-Exceed: | \$ 90,000.00 |

Schedule: As presented and assigned by the City.

Meetings: As requested and assigned by the City.

- Deliverables:**
1. Periodic Progress Reports.
 2. One (1) reproducible set of (final) record drawings.
 3. Closeout Documents.

"Consultant"
Passero Associates, LLC

"Client"
City of Palatka, Florida

BY: _____

BY: _____

Andrew Holesko
Typed Name

Terry K. Suggs, City Manager
Typed Name

Title: Vice President

Title: City Manager

ATTEST:

ATTEST:

BY: _____

BY: _____

Name, Title

Betsy J. Driggers, City Clerk
Name, Title

Date: _____

Date: _____

Attachment A: Scope of Work - Work Order 17-48R
Southern Riverfront Improvements
Construction Administration, Value Engineering, Periodic Resident Engineering & Inspection /
Observation, and Grant Administration Assistance
Palatka Municipal Airport, Palatka, Florida

I. Project Description

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

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following Basic Services to assist the City of Palatka (City) with the Southern Riverfront Improvements project:

A. Construction / Contract Administration

1. Assist the City in managing the technical and administrative components of the project.
2. Provide periodic updates to the City staff, as requested throughout the life of the project.
3. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of these meetings, if applicable.
4. Review, approve or take appropriate action on contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
5. Review and take appropriate action, with the City, on alternative construction methods proposed by the contractor.
6. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
7. Assist the City in resolving contractor claims and disputes.
8. Interpret the requirements of the contract documents and advise the contractor of these requirements on behalf of the City.
9. Review and furnish the City one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
10. Participate in the pre-final and final inspections of the completed project with City personnel, and the contractor.
11. Provide assistance to the City as an expert witness in any litigation that may arise from the development or construction of the project.

B. Value Engineering, Periodic Resident Engineering and Construction Inspection / Observation Phase

This Phase is field-based. The Consultant will be providing periodic observation services on the construction site. The RE / Inspector shall assist the City in monitoring and observing the construction phase of the Project by providing the following services:

1. Maintain a project record in accordance with the requirements of the City and HUD community development projects.
2. Provide re-design/value engineering design services for construction alternatives as needed and requested by the City.
3. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.
4. Observe the work to determine general conformance to the contract documents and to ascertain the need for correction or rejection of the work.
5. Attend, conduct, and prepare minutes for pre-construction conference, progress meetings, the final inspection meeting of the completed project, and any other special meetings, as needed or requested by the City.
6. Interpret the contract plans and specifications and monitor the construction activities to maintain general compliance with the intent of the design. This does not include extensive and exhaustive reviews of all elements of the project.
7. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the contractor.
8. Prepare and submit reports of construction activity and problems encountered, as required by the City, and HUD.
9. Prepare, review and approve periodic and final payments to contractor.
10. Review Contractors final records, including as-built drawings, record drawings, and certification of project completion and project closeout documents.
11. Assist City with the project closeout.
12. Conduct site visit(s) to observe the work to determine general conformance to SJRWMD permit modification requirements, and advise engineer and contractor on the suitability of the work.

C. Clarification of Responsibilities / Duties of Consultant

Passero Associates, LLC construction-phase work tasks are limited to those specified in this Work Order, No.17-48R, executed by the City. At no time will Passero's responsibilities include supervision or direction of the actual work by the construction contractor or its employees, subcontractors or suppliers. The City acknowledges and affirms that the construction contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner.

The City acknowledges and affirms that the construction contractor is aware that neither the approval of construction contractor shop drawings nor the presence of Passero representatives nor the observation of the work by Passero representatives shall excuse the contractor in any way from defects discovered in the Work.

The City acknowledges and affirms that Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the contractor's work, and that the construction contractor is responsible for project site safety.

D. Grants Administration Assistance

Throughout the duration of this project, the Consultant will provide grants administration assistance to the City as follows:

1. Assist the City in the preparation and input of this project's information into their funding agency program.
2. Assist in the preparation of reimbursement request package, coordination of execution by City, and submissions to HUD.
4. Assist City in compiling and submitting necessary project quarterly reports and closeout documents required by HUD.
5. Serve as liaison for the City with HUD, as requested.

III. SPECIAL SERVICES

This Scope of Work provides no Special Services for the project.

IV. OTHER CONSIDERATIONS

1. Additional Services that may be required during the life of the project, shall be performed, as agreed upon by the City and Consultant, and as approved, in writing, by the City, with concurrence from HUD, prior to such services being rendered or performed.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

END OF SCOPE OF WORK



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2017-12-09 authorizing the purchase of specialty playground equipment from Kompan as a sole source provider for the Riverfront Park Nature Based Playground Project

SUMMARY:

Kompan is the sole designer and manufacturer of non-traditional wooden playground elements constructed from rough cut logs and assembled in a unique non-uniform way that is in keeping with the nature based theme. Staff has been unable to find any other comparable product lines that accomplishes the theme of the project.

A budget increase is needed from the Better Place Fund in the amount of \$55,000.00 to adequately construct all necessary features of the Riverfront Park Nature Based Playground. This increase will also cover needed repairs and replacement of the riverfront walkways in and around the playground area.

RECOMMENDED ACTION:

Adopt a resolution authorizing the purchase of specialty playground equipment from Kompan as a sole source provider for the Riverfront Park Nature Based Playground Project

ATTACHMENTS:

| Description | Type |
|-----------------------------|-----------------|
| ▢ Kompan Resolution | Resolution |
| ▢ Kompan Sole Source Letter | Backup Material |
| ▢ Kompan Proposal | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|--------------------|---------------|----------------------|
| Grants & Projects | Griffith, Jonathan | Approved | 1/17/2017 - 10:46 AM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 12:11 PM |

RESOLUTION NO. 2017

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE PURCHASE OF SPECIALTY
PLAYGROUND EQUIPMENT FROM KOMPAN AS A SOLE
SOURCE FOR THE RIVERFRONT PARK NATURE BASED
PLAYGROUND PROJECT.**

WHEREAS, the City of Palatka desires to construct a nature based playground to benefit persons of all ages within the City of Palatka, Florida corporate limits and among those visiting the area, and

WHEREAS, Kompan is the sole designer and manufacturer of a non-traditional wooden playground constructed from rough cut logs and assembled in a unique non-uniform way that is in keeping with the nature based theme. Staff has been unable to find any other comparable product line that accomplishes this; and

WHEREAS, an increase of the budget is needed from the Better Place Fund in the amount of \$55,000.00 to adequately construct all necessary features of the Riverfront Park Nature Based Playground and surrounding walkways.

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

1. That the City of Palatka City Commission hereby authorizes the purchase of Kompan playground equipment from Kompan as a sole source provider.
2. That the City of Palatka City Commission hereby authorizes the transfer of funds from the Better Place Fund Reserves in the amount of \$55,000.00 to the Riverfront Park Nature Based Playground Budget Expenditure line.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Date: 11 January 2017

RE: KOMPAN Sole Source Play Equipment Verification
Palatka Riverfront Playground

ATTN: Jonathan Griffith, Director

City of Palatka Parks and Recreation
201 South 6th Street
Palatka, FL 32177

To Mr. Jonathan Griffith:

This letter is to verify that KOMPAN is the sole source producer of all Kompan equipment product lines. Kompan as a playground equipment designer and manufacture have designed specific attributes into our equipment which can't be duplicated by any other playground manufacturer.

Our Custom Product which are proposed for your project are unequaled in the playground manufacturing industry. These items possesses a unique function to the play value of the equipment that is critical in the research and use of the items that are not available from any other sources. These element of design and manufacturing are unique and proprietary to KOMPAN, such as our patented rope components used in the design of our equipment. KOMPAN holds exclusive rights and is the sole provider of this equipment in the United States.

As the original non-traditional playground equipment, KOMPAN equipment is still the benchmark all others are measured against. The play value and social aspects of these products cannot be matched. Simply put, the combination of exceptional play value, high quality materials and the highest levels of safety are something you will find on any Kompan playground.

If you have any further questions, please let me know.

Best Regards,
Robert J. Salem
Operations Director/ C.P.S.I
Kompan, Inc.

Thank you for your interest in KOMPAN.
 I am pleased to provide you with a quote for your playground.
 Prices are valid through December 31, 2017.
 Please contact me if you have any questions.



Product

| | Product Number | Quantity | List Price | Discount Amount | Discount Percent | Net Price | Total Price |
|---|---|----------|------------|-----------------|------------------|-----------|-------------|
| | US Communities Contract # 110171 | | | | | | |
|  | NRO116-0001 ANT SPRINGER | 3.00 | 3,630.00 | 363.00 | 10.00 | 3,267.00 | 9,801.00 |
| Link | Installation Price | 3.00 | 1,256.54 | 62.83 | 5.00 | 1,193.71 | 3,581.13 |
|  | NRO854-1001 PARCOUR 004 | 1.00 | 7,150.00 | 715.00 | 10.00 | 6,435.00 | 6,435.00 |
| Link | Installation Price | 1.00 | 2,475.00 | 123.75 | 5.00 | 2,351.25 | 2,351.25 |
|  | NRO505-0601 ANGLED WATER MIGRANT | 1.00 | 920.00 | 92.00 | 10.00 | 828.00 | 828.00 |
| Link | Installation Price | 1.00 | 318.46 | 15.92 | 4.99 | 302.54 | 302.54 |
|  | M59300-34 WATER TAP HDPE 60CM In Ground | 1.00 | 1,280.00 | 128.00 | 10.00 | 1,152.00 | 1,152.00 |
| Link | Installation Price | 1.00 | 315.08 | 15.75 | 5.00 | 299.33 | 299.33 |
| | plumbing required | | | | | | |
|  | NRO806-0601 STILTS NATURAL | 1.00 | 1,240.00 | 124.00 | 10.00 | 1,116.00 | 1,116.00 |
| Link | Installation Price | 1.00 | 429.23 | 21.46 | 4.99 | 407.77 | 407.77 |
|  | PCM110103-0902 EMBANKMENT SLIDE H:238CM | 1.00 | 4,410.00 | 441.00 | 10.00 | 3,969.00 | 3,969.00 |
| Link | Installation Price | 1.00 | 1,085.54 | 54.28 | 5.00 | 1,031.26 | 1,031.26 |
|  | NRO912-1101 DOUBLE SWING COMBINATION WITH | 1.00 | 6,530.00 | 653.00 | 10.00 | 5,877.00 | 5,877.00 |
| Link | Installation Price | 1.00 | 2,260.38 | 113.02 | 5.00 | 2,147.36 | 2,147.36 |
|  | NRO804-0601 TRIPLE BALANCE BEAM | 1.00 | 1,220.00 | 122.00 | 10.00 | 1,098.00 | 1,098.00 |
| Link | Installation Price | 1.00 | 422.31 | 21.12 | 5.00 | 401.19 | 401.19 |



| | | | | | | |
|--------------------------------------|------|----------|--------|-------|----------|----------|
| NRO212-0501 SEAT POLES & ROUND TABLE | 1.00 | 1,560.00 | 156.00 | 10.00 | 1,404.00 | 1,404.00 |
|--------------------------------------|------|----------|--------|-------|----------|----------|

[Link](#)

| | | | | | | |
|--------------------|------|--------|-------|------|--------|--------|
| Installation Price | 1.00 | 540.00 | 27.00 | 5.00 | 513.00 | 513.00 |
|--------------------|------|--------|-------|------|--------|--------|



| | | | | | | |
|---------------------------------|------|----------|--------|-------|----------|----------|
| NRO801-1001 ZIPLINE FOR NATURAL | 1.00 | 9,710.00 | 971.00 | 10.00 | 8,739.00 | 8,739.00 |
|---------------------------------|------|----------|--------|-------|----------|----------|

[Link](#)

| | | | | | | |
|--------------------|------|----------|--------|------|----------|----------|
| Installation Price | 1.00 | 3,361.15 | 168.06 | 5.00 | 3,193.09 | 3,193.09 |
|--------------------|------|----------|--------|------|----------|----------|

| | | | | | | |
|--|------|----------|--------|-------|----------|----------|
| CUSTOM-ROB Robinia Custom Product: NRO892570 | 2.00 | 3,402.00 | 340.20 | 10.00 | 3,061.80 | 6,123.60 |
|--|------|----------|--------|-------|----------|----------|

owls mounted on 11' poles

| | | | | | | |
|---|------|--------|-------|------|--------|--------|
| CUSTOMINSTALL Installation 2 robinia poles: estimated | 1.00 | 750.00 | 37.50 | 5.00 | 712.50 | 712.50 |
|---|------|--------|-------|------|--------|--------|

| | |
|---------------------|------------------|
| Number of Products | 15 |
| Installation Price | 14,976.77 |
| Surface | 0.00 |
| Discount Amount | 5,957.75 |
| Freight Charge | 2,386.00 |
| Price Excluding Tax | 63,869.02 |
| Sales Tax | 0.00 |
| Basket Total | 63,869.02 |

STANDARD TERMS: 50% DEPOSIT, NET 30
 Customer is responsible to off-load truck at time of delivery.
 Prevailing Wages installation will require an additional charge
 Products have different lead times, please inquire for specific details.
 For additional information on installation, please read attached document.

 Authorized Signature

 Date



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No., 2017-12-10 authorizing the Mayor and City Clerk to execute and attest Ayres Associates' Engineering Scope & Fee Agreement in an amount not to exceed \$130,000 for the Palatka Potable Water Project.

SUMMARY:

A Task Order for Ayres & Associates to complete potable line design and engineering for three (3) areas follows this Summary. The fiscal year 2016/17 budget for the North and South Tax Increment Funds (TIF) included funding for a future potable line replacement within the TIF boundaries. The City has secured \$500,000 from the St. Johns River Water Management District (SJRWMD) for the replacement of the main potable line to serve the three areas in the proposal. This proposal will complete the engineering and design for the SJRWMD project (Phase I) and future phases.

Approval of this scope will require a budget transfer of \$15,080 from the Better Place Reserves to cover the cost of the design outside of the TIF boundaries.

RECOMMENDED ACTION:

Adopt a resolution authorizing execution of Ayres Associates' Scope & Fee request in an amount not to exceed \$130,000 for the Palatka Potable Water Project.

ATTACHMENTS:

| Description | Type |
|-----------------------|-----------------|
| ▢ Resolution | Resolution |
| ▢ Potable Map | Backup Material |
| ▢ Ayres Scope and Fee | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|--------------------|---------------|----------------------|
| Grants & Projects | Griffith, Jonathan | Approved | 1/17/2017 - 3:23 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 11:29 AM |

RESOLUTION No. 2017-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AND ATTEST AYRES ASSOCIATES' ENGINEERING SERVICES
SCOPE AND FEE AGREEMENT IN AN AMOUNT NOT TO
EXCEED \$136,979.80 FOR THE PALATKA POTABLE WATER
PROJECT**

WHEREAS, the City of Palatka (the **City**), realizing the need to replace aged and failing potable water pipes, has planned the first three (3) project areas of the Palatka Potable Water Project which includes seventeen (17) blocks of the North Historic District (Project Area 1A), five (5) blocks of the Central Business District (Project Area 1B) and Twenty-one (21) blocks of the South Historic District (Project Area 2) (the **Project**); and

WHEREAS, on December 12, 2016, the Palatka City Commission adopted Resolution No. 2016-12-91 which names Ayres Associates as a short listed firm and eligible for non-exclusive Continuing Services Contract as needed; and

WHEREAS, Ayres Associates is the engineer for the **Project**; and

WHEREAS, the cost for the design is \$136,979.80: with \$54,792.00 for Project Area 1A, \$15,067.80 for Project Area 1B, and \$67,120.20 for Project Area 2; and

WHEREAS, the funding for the design of Areas 1A and 2 was included in the FY 2016/17 budget; and

WHEREAS, funding for the design of Area 1B was not included in the FY 2016/17 budget and will require a budget transfer from the Utility Fund Reserves in the amount of \$15,067.80 to the **Project** expenditure line.

WHEREAS, the **City** deems it reasonable and necessary to authorize Ayres Associates' engineering scope and fees not to exceed a total of \$136,979.80.

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

1. That \$15,067.80 shall be transferred from the Utility Fund reserves to the **Project** expenditure line.
2. That the Mayor and City Clerk are hereby authorized to execute and attest Ayres Associate's Engineering Scope and Fee Agreement in an amount not to exceed \$136,979.80 for the Palatka Potable Water **Project**.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

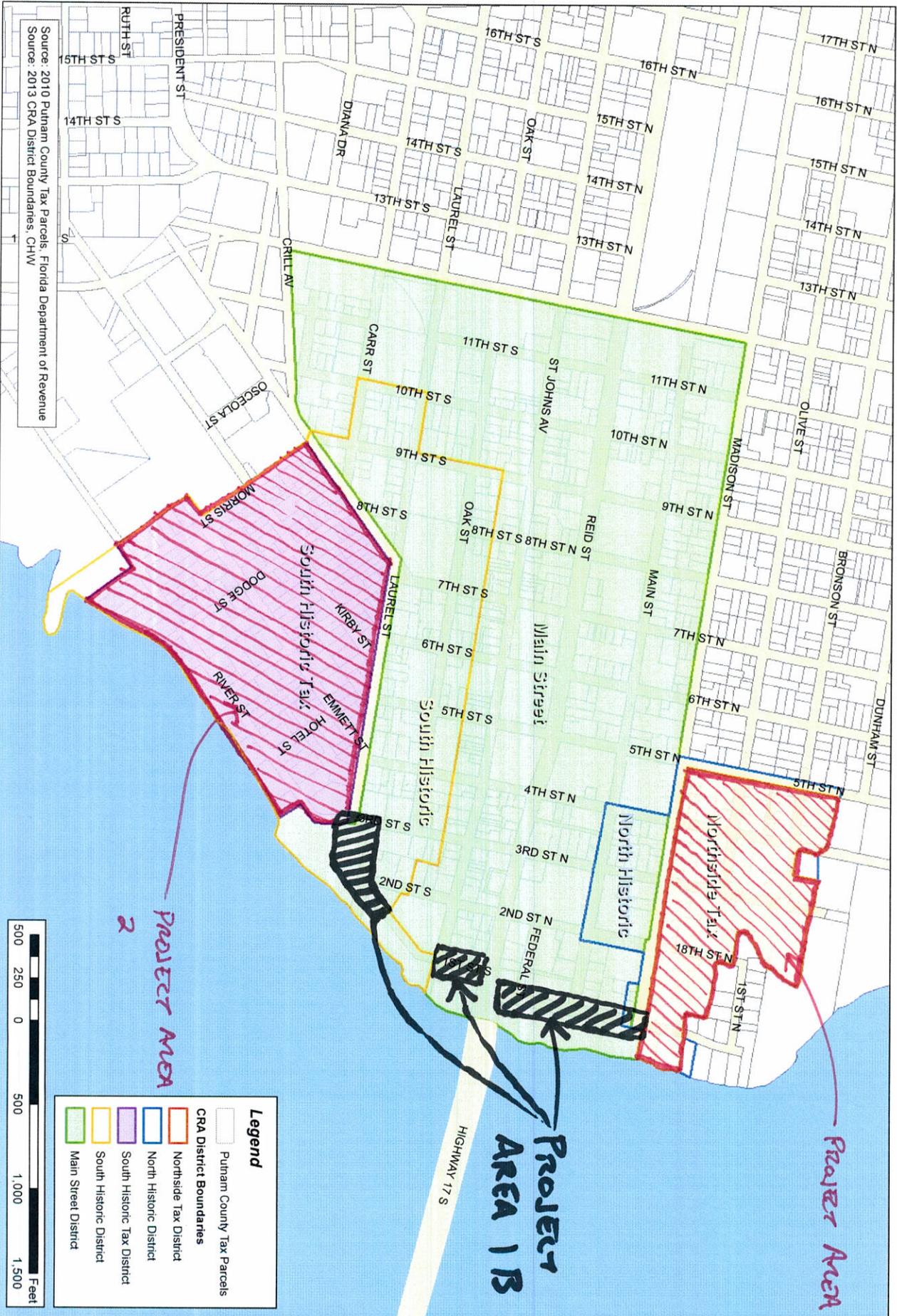
By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Source: 2010 Putnam County Tax Parcels, Florida Department of Revenue
 Source: 2013 CRA District Boundaries, CHW



Legend

- Putnam County Tax Parcels
- CRA District Boundaries
- Northside Tax District
- North Historic District
- South Historic Tax District
- South Historic District
- Main Street District

Project Area 2

Project Area 1B

Project Area 1A



Causseaux, Hewett, & Walpole, Inc.
 Engineering - Surveying - Planning - CEI
 132 NW 76th Drive, Gainesville, FL 32607
 Phone: (352) 331-1976 Fax: (352) 331-2476
<http://www.chw-inc.com>

Prepared by Employee D46
 Projection: NAD 83, StatePlane
 Florida_North_T19N_C83E_Feet
 Projection: Lambert Conformal Conic
 False Easting: 1985000.000000
 False Northing: 615000.000000
 Central Meridian: -84.500000
 Standard Parallel 1: 29.583333
 Standard Parallel 2: 30.750000
 Latitude of Origin: 29.250000
 GCS_North_American_1983



**City of Palatka
 CRA District Boundaries**

ILLUSTRATION:
 CRA MAP

File: G:\GIS\GPP\PRCP\PRP-0137136\GMD\CRA_Map.mxd

Date: September 16, 2013

January 11, 2017

**SCOPE OF SERVICES
HISTORIC DISTRICTS POTABLE WATER MAIN IMPROVEMENTS**

**CITY OF PALATKA
FY 2017 REDI COST SHARE PROGRAM**

Project Summary

The City of Palatka's Historic Districts Potable Water Project was recently selected by the St. Johns River Water Management District's (SJRWMD) REDI Community & Innovative Cost Share Program in Fiscal Year (FY) 2017. The project will replace the aging cast iron water main with new PVC water mains and will serve to alleviate water loss through leaks, breaks, and the need to regularly flush the system of excess iron build-up in the existing cast iron water supply lines. In addition to the improvement in water quality for the consumers, water conservation is a direct result of this project as the reduction in leaks, breaks, and flushing needs. Construction plans and specifications will be provided for construction of the project. In addition, a permit will be secured from the Florida Department of Environmental Protection (FDEP) will be secured for construction of the new water main. The project is broken into three separate areas and the limits are shown in Exhibit A.

I. SCOPE OF SERVICES

TASK 1 – PRELIMINARY ENGINEERING

Preliminary engineering is required to prepare the necessary analysis, design and plans for bid documents and agency permits. This task will include field review and utility coordination with utility owners in the project area.

Task 1.1 – Field Review

The Consultant will perform a field review of the project area to determine the optimum location for installation of the new water main. A City inspector familiar with the existing system will assist the Consultant crew in the field to determine location.

The Consultant will not obtain survey information (utility designation and location) for construction plans development for this project. Plan sheets will be based off of available data/information including as-builts, visual observations, and field visits with City staff. Available data/information may include use of parcel lines from County GIS shapefiles to prepare base sheets. The City will help in acquiring necessary information from the County.

Task 1.2 – Utility Coordination

The Consultant will make contact with affected Utility Owners within the project area and send one (1) set of preliminary plans to identified Utility Owners for markup of their utilities within the project area. Utility Owners will review and comment on the plans and provide any utility work schedules. Utility companies that we anticipated delivering plans to include: electrical power supply, cable, telephone, natural gas. Water and sewer service is provided by the City of Palatka and a representative will be present with the team performing the field review.

TASK 2 – CONSTRUCTION PLANS

The intent of this project will focus on the oldest sections of water pipes within the historic districts and will be replaced with new PVC water main. All plans will be prepared in accordance with the City of Palatka Utility Standards and the Florida Department of Transportation Plans Preparation Manual. All plans and design documents are to be prepared with Standard English values and the roadway elements will be designed to Florida Greenbook standards.

The efforts described below include utility analysis, utility plans, traffic control plans, utility details, project quantity calculations, opinion of probable costs, and other requirements related to this project for a complete set of construction plans and contract documents.

Task 2.1 – Concept Plans and Report (30%)

The Consultant will prepare a concept plan and report of the utility improvements to include typical sections and proposed water main locations. A conceptual opinion of probable construction costs will be included in the concept plan report.

Task 2.2 – 60% Plans Submittal

The Consultant will prepare 60% construction plans for the utility improvements based on review comments received from the 30% concept plans and report developed in Task 2.1. Related project permit coordination/application will be initiated as part of this phase submittal. An opinion of probable construction costs will be submitted along with this plans submittal. The index of plans for this phase submittal will include: (Some sheets maybe be eliminated by combining information on other sheets)

- Key Sheet
- Summary of Pay Items
- Typical Section
- Typical Section Details
- Summary of Quantities
- General Notes
- Project Layout
- Utility Plans
- Utility Conflicts
- Utility Details
- Traffic Control Plans
- Sedimentation and Erosion Control Plans

Task 2.3 – Final Plans Submittal

The Consultant will prepare Final construction plans and specifications for the utility improvements. The final construction plans will be based on the comments received from the review of the 60% plans in Task 2.2.

Task 2.4 – Bid Documents Submittal

The Consultant will prepare a complete set of Bid Documents for the utility improvements. The Bid Plans will be used by contractors to prepare construction bids.

TASK 3 – PERMITTING

The Consultant will prepare the necessary permit application for construction of the project. This type of project requires a General Permit for Construction of Water Main Extensions for Public Water Systems from FDEP under 62-555.405, FAC.

Task 3.1 – Pre-Application Meeting

The Consultant will schedule and attend a pre-application meeting with a representative from the FDEP office that will be reviewing the permit.

Task 3.2 – Prepare Permit Applications and Supporting Plans/Documentation

The Consultant will submit a Notice of Intent to Use the General Permit for Water Main Extensions for Public Water Systems in accordance with the most recent regulations of the FDEP. The Consultant will provide responses to Requests for Additional Information (RAI) from the FDEP as necessary to secure the permits. Permit application fees will be the responsibility of the City and the Consultant will coordinate obtaining the required fees.

TASK 4 – BID SERVICES AND CONSTRUCTION ADMINISTRATION SERVICES

Task 4.1 – Bid Services

The Consultant will prepare a set of bid documents for this project improvements. The following tasks are anticipated under this task.

- Prepare bid advertisement
- File invitation to bid in one (1) major local newspaper to run one time
- Coordinate Plan Sales and Bidders list
- Conduct one (1) pre-bid meeting with interested contractors and City.
- Address request for information from Contractor during bidding.
- Issue Required Addenda
- Evaluate Bids and provide recommendation to City.

Task 4.2 – Construction Administration Services

The Consultant will prepare a set of bid documents for this project improvements. The following tasks are anticipated under this task.

- Conduct one (1) pre-construction conference with the City, Contractor, and any Subcontractors.
- Address Request for Information (RFI) from Contractor during construction.
- Review Contractor shop drawings for PVC Piping, valves, Miscellaneous Appurtenances, etc., that are required in accordance with the project specifications.
- Review Contractor pay requests and provide recommendation to City.
- Substantial Completion Walk Through and Punchlist Items
- Final Completion Walk Through
- Provide Certification for Construction Completion - FDEP Form 62-555.900(9).

TASK 5 – CONSTRUCTION ENGINEERING INSPECTION SERVICES

Task 5.1 – Construction Engineering Services

The Consultant will provide part time construction oversight of the construction efforts performed by the contractor. The following tasks are anticipated under this task and construction time is estimated at 150 days.

- Bi-Weekly Site Visits throughout construction by the Engineer of Record.
- Provide part time (2 times/Week or 44 days) Construction Engineering Inspection for the proposed improvements.
- Witness the Bacteriological Sample Collection.

II. COMPENSATION AMOUNT

The Consultant will complete the scope of services described herein for a total lump sum of \$136,980.00, as detailed in Exhibit B. The cost shall be broken into the three separate areas based on Exhibit A as follows:

Project Area 1A - \$54,792.00

Project Area 1B - \$15,067.80

Project Area 2 - \$67,120.20

III. PROJECT DELIVERABLES

Task 1.1 – Field Review

A copy of the field notes, photographs and utility location decisions made will be submitted for this deliverable.

Task 1.2 – Utility Coordination

A copy of the letters and communications with the affected Utility Owners will be submitted along with responses and information provided by Utility Owners.

Task 2.1 – Concept Plans and Report (30%)

The Consultant will provide three (3) copies of the Concept Plans and Report. The Concept Plans will be provided in 11" x 17" format and the report will be in 8.5" x 11" format. A copy of both will also be provided on a CD in PDF format.

Task 2.2 – 60% Plans Submittal

The Consultant will provide three (3) copies of the following in the format specified:

60% plans in 11" x 17"

60% design documentation in 8.5" x 11", including calculations

60% opinion of probable construction costs

A copy of the items listed above will be provided on a CD in in AutoCAD and PDF format.

Task 2.3 – Final Plans

The Consultant will provide three (3) copies of the following in the format specified:

Final plans in 11" x 17"
Final design documentation in 8.5" x 11", including calculations
Final opinion of probable construction costs

A copy of the items listed above will also be provided on a CD in PDF format.

Task 2.4 – Bid Documents

The Consultant will provide three (3) copies of the following in the format specified:

Final plans in 11" x 17"
Final design documentation in 8.5" x 11", including calculations
Final opinion of probable construction costs

A copy of the items listed above will also be provided on a CD in PDF format.

Task 3.1 – Pre-Application Meeting

The Consultant will provide meeting minutes from the pre-application meeting. The meeting minutes will be provided in electronic (PDF) format via email to the City.

Task 3.2 – Permit Applications and Supporting Plans/Documentation

The Consultant will provide a copy of the Notice of Intent to Use the General Permit for Water Main Extensions for Public Water Systems along with the required Plans and Supporting Documentation on a CD in PDF format to the City.

Task 4.1 – Bid Services

The Consultant will provide three (3) copies of the following in the format specified:

Advertisement for Bid
Newspaper Publication Affidavit
Bidders List (Weekly)
Addenda
Recommendation for Contract Award

Task 4.2 – Construction Administration Services

The Consultant will provide three (3) copies of the following in the format specified:

Pre-Construction Meeting Minutes
Responses to Requests for Information
Copies of Shop Drawing Reviews
Contractor Pay Requests
Substantial Completion Punchlist
Final Completion Documents
Certification Forms

Task 5.1 – Construction Engineering Inspection

The Consultant will provide three (3) copies of the following in the format specified:

Field Inspector Notes
Field Inspection Photographs
Bacteriological Sample Collection Results

IV. PROJECT SCHEDULE

Task 1.1 – Field Review

The field review will be completed within four (4) weeks of receiving notice to proceed.

Task 1.2 – Utility Coordination

The task typically spans the first part of the design phase (up to 60% Plans) and will be included the deliverable for task 2.2.

Task 2.1 – Concept Plans and Report

The Concept Plans and Report will be submitted within four (4) weeks of completing the field review under Task 1.1. It is anticipated that the City will review the Concept Plans and Report and provide comments within two (2) weeks of receiving.

Task 2.2 – 60% Plans

The 60% Plans will be submitted within six (6) weeks of approval of Task 2.1. It is anticipated that the City will review the 60% Plans and provide comments within two (2) weeks of receiving.

Task 2.3 – Final Plans

The Final Plans and specifications will be submitted within three (3) weeks of approval of Task 2.2. It is anticipated that the City will review the Final Plans and specification and provide comments within two (2) weeks of receiving.

Task 2.4 – Bid Documents

The Bid Documents will be submitted within three (3) weeks of approval of Task 2.3.

Task 3.1 – Pre-Application Meeting

The Pre-Application Meeting will be schedule within three (3) weeks of completing the field review under Task 1.1.

Task 3.2 – Permit Applications and Supporting Plans/Documentation

The permit applications, plans and design documentation will be submitted within four (4) weeks of approval of Task 2.1.

Task 4.1 – Bid Services

The Bid Services will span the entire bidding period which typically is four (4) weeks once all permits and approvals have been received from Tasks 2.3 and 3.2.

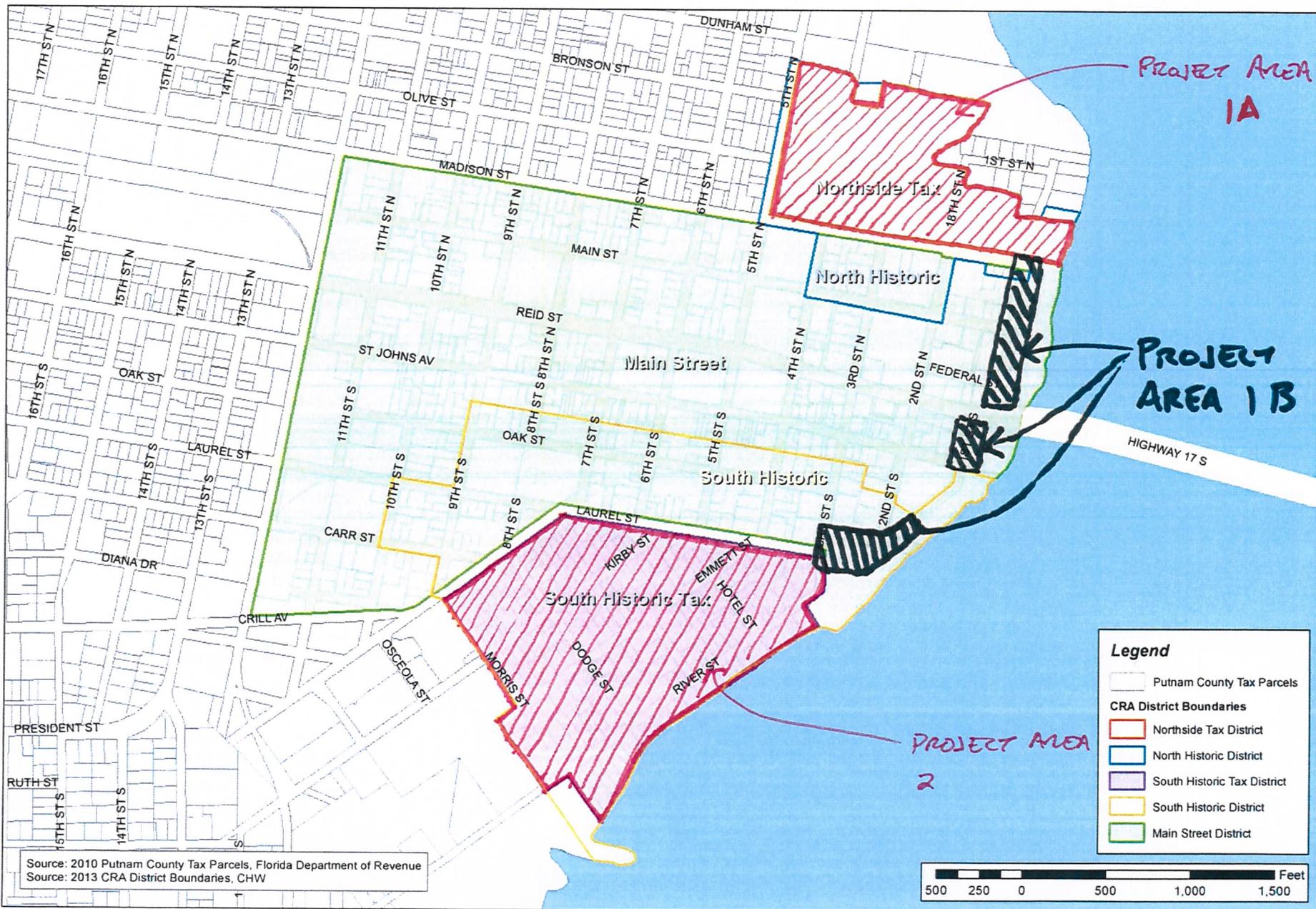
Task 4.2 – Construction Administration Services

The Construction Administration Services will span the entire construction period.

Task 5.1 – Construction Administration Services

The Construction Administration Services will span the entire construction period.

EXHIBIT A



**EXHIBIT B
CITY OF PALATKA
CONTRACT FEE SUMMARY
HISTORIC DISTRICTS POTABLE WATER MAIN IMPROVEMENTS**

PART I - GENERAL

| | |
|---|---|
| 1. Project Historic Districts Potable Water Main Improvements | 2. Work Authorization XX-XX |
| 3. Consultant Name Ayres Associates Inc | 4. Date of Proposal 1/11/2017 |

PART II - LABOR RELATED COSTS

| 5. Direct Labor | Hourly Rate | Estimated Hours | Estimated Cost | TOTALS |
|---------------------------|------------------|-----------------|----------------|----------------------|
| Project Director | \$ 175.00 | 8 | \$ 1,400.00 | |
| Project Manager | \$ 165.00 | 99 | \$ 16,335.00 | |
| Sr. Engineer | \$ 155.00 | 125 | \$ 19,375.00 | |
| Engineer | \$ 140.00 | 193 | \$ 27,020.00 | |
| Sr. Designer | \$ 120.00 | 525 | \$ 63,000.00 | |
| CADD Technician | \$ 80.00 | 94 | \$ 7,520.00 | |
| Sr. Clerical | \$ 60.00 | 28 | \$ 1,680.00 | |
| Total Direct Labor | \$ 127.17 | 1,072 | | \$ 136,330.00 |

PART III - OTHER COSTS

| | | |
|--|-----------|---------------|
| 6. Miscellaneous Direct Costs | | |
| Bid Advertisement | \$ 650.00 | |
| | | |
| MISCELLANEOUS DIRECT COSTS SUBTOTAL | | \$ 650.00 |
| 7. Subcontracts (Lump Sum) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| SUBCONTRACTS (LUMP SUM) SUBTOTAL | | \$ - |
| TOTAL LUMP SUM AMOUNT (Items 5, 6, and 7) | | \$ 136,980.00 |
| 8. Reimbursable Costs (Limiting Amount) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL REIMBURSABLE COSTS | | \$0.00 |

PART IV - SUMMARY

| | |
|--|----------------------|
| TOTAL AMOUNT OF CONTRACT (Lump Sum plus Reimbursables) (Items 5, 6, 7, and 8) | \$ 136,980.00 |
|--|----------------------|

DESIGN, PERMITTING, & CONSTRUCTION PLANS

CONSULTANT NAME: Ayres Associates Inc
ESTIMATOR NAME: Daryl R. Myers, PE
DATE: 1/11/2017

PROJECT NAME: Historic Districts Potable Water Main Improve
FROM: US-1
TO: I-95

| TASK ITEM | SCALE 1"= | UNIT | NO. OF UNITS | NO. OF SHEETS | HRS PER UNIT | TOTAL STAFF-HOURS | COMMENTS |
|--|--------------|------|-----------------|------------------|-----------------|----------------------|-----------------------------------|
| 1 Preliminary Engineering | | | | | | | |
| Field Review | | LS | 1 | | 24 | 24 | |
| Utility Coordination | | LS | 1 | | 40 | 40 | |
| SUBTOTAL | | | | | | 64 | |
| 2 Construction Plans | | | | | | | |
| Task 2.1 - Concep Plans & Report (30%) | | | | | | | |
| Utility Analysis | | LS | 1 | | 20 | 20 | |
| Utility Plans | | LS | 1 | 20 | 80 | 80 | |
| Opinion of Probable Costs | | LS | 1 | | 16 | 16 | |
| Task 2.2 - 60% Plans | | | | | | | |
| Utility Plans | | LS | 1 | 20 | 120 | 120 | |
| Traffic Control Plans | | LS | 1 | 5 | 16 | 16 | |
| Sedimentation & Erosioin Control Plans | | LS | 1 | 20 | 16 | 16 | |
| Opinion of Probable Costs | | LS | 1 | | 16 | 16 | |
| Task 2.3 - Final Plans | | | | | | | |
| Utility Plans | | LS | 1 | 20 | 32 | 32 | |
| Traffic Control Plans | | LS | 1 | 5 | 8 | 8 | |
| Sedimentation & Erosion Control Plans | | LS | 1 | 20 | 4 | 4 | |
| Preliminary Specifications | | LS | 1 | | 24 | 24 | |
| Opinion of Probable Costs | | LS | 1 | | 8 | 8 | |
| Task 2.4 - Bid Plans | | | | | | | |
| Utility Plans | | LS | 1 | 20 | 8 | 8 | |
| Contract Documents | | LS | 1 | | 20 | 20 | |
| Technical Specifications | | LS | 1 | | 20 | 20 | |
| SUBTOTAL | | | | | | 408 | |
| 3 Permitting | | | | | | | |
| Task 3.1 - Pre-Application Meeting | | | | | | | |
| Pre-Application Meeting & Minutes | | LS | 1 | | 8 | 8 | |
| Task 3.2 - Permit Applications | | | | | | | |
| FDEP Permit Application | | EA | 1 | | 24 | 24 | |
| SUBTOTAL | | | | | | 32 | |
| 4 Bid Services | | | | | | | |
| Task 4.1 - Bid Services | | | | | | | |
| Invitation to Bid | | LS | 1 | | 4 | 4 | |
| Coordinate Plans Sales/Bidders List | | LS | 1 | | 40 | 40 | |
| Pre-Bid Conference | | LS | 1 | | 8 | 8 | |
| Address RFIs from Contractors | | LS | 1 | | 24 | 24 | |
| Bid Evaluation and Recommendation | | LS | 1 | | 4 | 4 | |
| Task 4.2 - Construction Administration Services | | | | | | | |
| Pre-Construction Conference | | LS | 1 | | 8 | 8 | |
| Address RFIs from Contractor | | LS | 1 | | 24 | 24 | |
| Shop Drawing Review | | LS | 1 | | 16 | 16 | |
| Review Contractor Pay Requests | | LS | 1 | | 32 | 32 | |
| Substantial Completion Walk-Through | | LS | 1 | | 4 | 4 | |
| Final Completion Walk-Through | | LS | 1 | | 4 | 4 | |
| Construction Completion | | LS | 1 | | 4 | 4 | |
| SUBTOTAL | | | | | | 172 | |
| 5 Construction Engineering Inspection | | | | | | | |
| Task 5.1 - Construction Engineering Services | | | | | | | |
| Construction Inspections | | LS | 1 | | 352 | 352 | 22 Wks * 2x/Wk * 8hrs - Inspector |
| Construction Inspections | | LS | 1 | | 44 | 44 | 11 Wks * 4hrs - EOR |
| SUBTOTAL | | | | | | 396 | |
| GRAND TOTALS | | | | | | 1,072 | |

**PRIME CONSULTANT
ESTIMATE OF WORK EFFORT AND FEE
DESIGN, PERMITTING, & CONSTRUCTION PLANS**

| CONSULTANT: | | Ayres Associates Inc | | | | PROJECT NAME: | | Historic Districts Potable Water Main Improvements | | | | | | | | |
|--|--------------------------------------|------------------------------|-------------------------------------|---------------------|----------------------------------|---------------------|------------------------------|--|----------------------------------|---------------------|------------------------------------|--------------------|---------------------------------|--------------------|----------------------------------|----------------------------------|
| RFP NUMBER: | | XX-XX | | | | FROM: | | US-1 TO: I-95 | | | | | | | | |
| ESTIMATOR NAME / DATE: | | Daryl R. Myers, PE 1/11/2017 | | | | PROJECT LENGTH: | | 2.28 Miles | | | | | | | | |
| TASK ITEM | Project Director RATE = \$ 175.00 | | Project Manager RATE = \$ 165.00 | | Sr. Engineer RATE = \$ 155.00 | | Engineer RATE = \$ 140.00 | | Sr. Designer RATE = \$ 120.00 | | CADD Technician RATE = \$ 80.00 | | Sr. Clerical RATE = \$ 60.00 | | TOTAL HOURS BY ACTIVITY | SALARY COST BY ACTIVITY |
| | STAFF HOURS | LABOR COST | STAFF HOURS | LABOR COST | STAFF HOURS | LABOR COST | STAFF HOURS | LABOR COST | STAFF HOURS | LABOR COST | STAFF HOURS | LABOR COST | STAFF HOURS | LABOR COST | | |
| 1 Preliminary Engineering | 0 | \$ - | 0 | \$ - | 13 | \$ 2,015.00 | 0 | \$ - | 51 | \$ 6,120.00 | 0 | \$ - | 0 | \$ - | 64 | \$ 8,135.00 |
| 2 Construction Plans | 8 | \$ 1,400.00 | 33 | \$ 5,445.00 | 61 | \$ 9,455.00 | 102 | \$ 14,280.00 | 122 | \$ 14,640.00 | 61 | \$ 4,880.00 | 21 | \$ 1,260.00 | 408 | \$ 51,360.00 |
| 3 Permitting | 0 | \$ - | 5 | \$ 825.00 | 8 | \$ 1,240.00 | 14 | \$ 1,960.00 | 0 | \$ - | 4 | \$ 320.00 | 1 | \$ 60.00 | 32 | \$ 4,405.00 |
| 4 Bid Services | 0 | \$ - | 17 | \$ 2,805.00 | 43 | \$ 6,665.00 | 77 | \$ 10,780.00 | 0 | \$ - | 29 | \$ 2,320.00 | 6 | \$ 360.00 | 172 | \$ 22,930.00 |
| 5 Construction Engineering Inspection | 0 | \$ - | 44 | \$ 7,260.00 | 0 | \$ - | 0 | \$ - | 352 | \$ 42,240.00 | 0 | \$ - | 0 | \$ - | 396 | \$ 49,500.00 |
| PROJECT TOTALS | 8 | \$ 1,400.00 | 99 | \$ 16,335.00 | 125 | \$ 19,375.00 | 193 | \$ 27,020.00 | 525 | \$ 63,000.00 | 94 | \$ 7,520.00 | 28 | \$ 1,680.00 | 1,072 | \$ 136,330.00 |



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2017-12-11 authorizing execution of an Interlocal Agreement with Putnam County BOCC to allow the appointment of a County Commissioner to the Palatka Community Redevelopment Agency per F.S. 163.357(1)(d).

1. Appoint BOCC District 3 Commissioner Tommy Stilwell to the CRA for a four-year term to expire December, 2020.

SUMMARY:

The CRA Board contains seven members. One member is designated as the Putnam County District 3 Commissioner as per City of Palatka Resolution 2013-9-87. District 3 covers the three TIF districts overseen by the CRA.

Fla Statutes Section 163.357(1)(d) provides that a County Commissioner may serve as a member of the CRA only by Interlocal Agreement between the City and the County. The County has submitted an Interlocal Agreement for execution by both the City of Palatka and Putnam County BOCC. A copy of that Interlocal Agreement follows this summary. The City executed a similar Agreement in 2013 when Commissioner Flagg, then the District 3 Commissioner, was appointed, but that agreement specifically stated that Commissioner Flagg was the appointee.

The BOCC will consider execution of this Interlocal Agreement at its 1/24/17 meeting.

Their 1/24/17 meeting agenda follows this Summary (see Item 6(D)). The City Commission must approve execution of this Interlocal Agreement before Commissioner Tommy Stilwell, now the District 3 Commissioner, can be appointed to the CRA.

It is anticipated we will receive the County's signed Agreement prior to the City Commission meeting; therefore, Commissioner Stilwell's appointment is included with this request to adopt a resolution authorizing execution of this Interlocal Agreement. This means that Commissioner Stilwell will be able to attend the CRA's February 13th regular meeting as a member of the CRA.

RECOMMENDED ACTION:

Adopt a resolution authorizing execution of Putnam County Interlocal Agreement to allow the appointment of a County Commissioner to the Palatka CRA, and appoint BOCC District 3 Commissioner Tommy Stilwell to the CRA for a four-year term ending 12/2020.

ATTACHMENTS:

| Description | Type |
|-----------------------------|-----------------|
| ▫ Resolution | Resolution |
| ▫ BOCC Interlocal Agreement | Exhibit |
| ▫ BOCC 1/24/17 Agenda | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|---------------------|
| City Clerk | Driggers, Betsy | Approved | 1/17/2017 - 4:14 PM |
| City Clerk | Driggers, Betsy | Approved | 1/17/2017 - 4:14 PM |

RESOLUTION 2017-12-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE ADOPTION AND EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE PUTNAM COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS ALLOWING THE APPOINTMENT OF A PUTNAM COUNTY COMMISSIONER TO THE CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY AND STIPULATING TO THE CONDITIONS IMPOSED IN FS 163.357(1)(d)

WHEREAS, the Palatka City Commission adopted Resolution No. 8-66 on February 11, 2010, amended by Resolution No. 2013-9-87 on March 14, 2013, re-establishing the membership of the Palatka Community Redevelopment Agency and appointing two additional members, one being the Putnam County District Commissioner whose district encompasses the Central Business District; and

WHEREAS, the Putnam County Commissioner whose district encompasses the Central Business District is Tommy Stilwell, District 3 Commissioner; and

WHEREAS, an Interlocal Agreement between the City of Palatka City Commission (the **City**) and the Putnam County Board of County Commissioners (the **County**) is necessary to fulfill the requirements of FS 163.357(1)(d) stipulating to the conditions of this appointment imposed therein; and

WHEREAS, an agreement has been reached between the **City** and the **County** relative to the terms of said Interlocal Agreement which agrees to the appointment of a member of the Board of County Commissioners and specifies that the duties of the appointed county commissioner's role as a member of the Palatka CRA shall be considered an additional duty to those imposed upon him in his role as a Putnam County Commissioner.

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 an Interlocal Agreement with Putnam County Board of County Commissioners, which is attached hereto as Exhibit "A," stipulating to the statutory conditions imposed on such appointments as stated in FS 163.357(1)(d).

PASSED AND ADOPTED by the City Commission of the City of Palatka this **26th day of January, 2017**.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Putnam County, Florida (the "County") and the City of Palatka (the "City").

WHEREAS, the City established a Community Redevelopment Agency ("CRA") by Resolution No. 8-66;

WHEREAS, Resolution No. 8-66 provides that the County Commissioner whose district encompasses the Central Business District (the "CBD") shall be a member of the CRA;

WHEREAS, Section 163.357(1)(d) provides that a County Commissioner may serve as a member of the CRA only by Interlocal Agreement between the City and the County.

Accordingly, the parties hereto agree as follows:

1. The Putnam County Board of County Commissioners may appoint a County Commissioner whose district includes the CBD, to be a member of the CRA.

2. The duties of the appointed County Commissioner as a CRA member shall be considered an additional duty to the duties imposed upon him by virtue of his role as a County Commissioner, as contemplated by Section 163.357(1)(d).

3. This Interlocal Agreement is entered into pursuant to Florida law and shall be recorded with the Clerk of Court of Putnam County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last approved by the parties.

PUTNAM COUNTY

ATTEST: _____
Clerk of Court

By: _____
Chairman Date

CITY OF PALATKA

ATTEST: _____
City Clerk

By: _____
Date

Title: _____



PUTNAM COUNTY
BOARD OF COMMISSIONERS MEETING
TUESDAY, JANUARY 24, 2017
AGENDA

- 9:00 1. **CALL TO ORDER** – Chairman Harvey
Invocation – Rev. Don Hanna
Pledge of Allegiance (Stilwell)
2. Approval of Minutes; January 10, 2017, Regular Meeting 5-15
3. Employee of the Quarter Recognition; Eddie Bryant, Sanitation, for the quarter ending March 31, 2017
4. **PUBLIC COMMENT** – This portion of the agenda is designed to allow citizens an opportunity to bring matters to the attention of the Board. It is not reasonable to expect that the Board will engage in debate or deliberation about matters on which the Board has received no prior information as part of the agenda. Please limit to three minutes. Public comment cards are conveniently placed at the meeting room entrance and should be submitted prior to the meeting to the Deputy Clerk who sits to the right of the podium.
5. Kevin Curry, VP Palatka Operations, Georgia Pacific; Participation in safety upgrades of CR216 16-19
6. **CONSENT AGENDA** (*Additional Remarks by Staff)
- A. List of Committee Minutes/Recommendations Distributed to Become Part of the Record 20
- B. List of Correspondence Distributed to Become Part of the Record 21
- C. Appointment; Acknowledge City of Palatka’s Representative to the Northeast Florida Regional Council 22
- D. Interlocal Agreement with City of Palatka regarding appointment to the Community Redevelopment Agency County Commissioner whose district includes the Central Business District 23
- E. Administration; Budget Resolution Amending the Transportation Fund - \$752,936.00 24-25
To record revenue and allow for the expenditure of for Lease-Purchase Agreements for excavators
- F. Administration; Budget Resolution Amending the Miscellaneous Grants Fund - \$43,205.00 26-27
To record revenue and allow for expenditure of Department of Homeland Security/FEMA Grant funds
- G. Administration; Budget Resolution Amending the Miscellaneous Grants Fund - \$4,323.00 28-29
To record revenue and allow for expenditure of Department of Health/Emergency Medical Services Grant funds
- H. Administration; Budget Resolution Amending the Miscellaneous Grants Fund - \$9,750.00 30-31
To record revenue and allow for expenditure of Humanities Council National Endowment Grant funds
- I. Administration; Florida Fish and Wildlife Conservation Commission BearWise Funding - \$18,000.00 32-38
To provide bear-resistant trashcans to residents at a discounted cost in areas experiencing human-bear conflict
- J. Administration; SHIP Housing Rehabilitation funds up to \$30,000.00 – Willie McFayden 39



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint members to the Golf Course Advisory Board (Annual Appointments):
Jim Roach (President) & Wilson Edwards for PMGA; Gen Alvers (President) & Joyce Oliver for PWGA, for one-year terms to expire January, 2018

SUMMARY:

The PMGA and PWGA member appointees are annual appointments; they serve one-year terms expiring in January. These are the Association Presidents and Designees, chosen by the membership.

The fifth member is the City Commission appointee and his term runs 3 years. Jeff Elledge is the current Commission appointee; his term expires in 2019.

RECOMMENDED ACTION:

Please appoint Jim Roach, Wilson Edwards, Gen Alvers and Joyce Oliver as the Professional Men's/Women's Golf Association club-designee members to the Palatka Golf Course Advisory Board for one-year terms to expire January, 2018.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| ▫ Golf Course Advisory Board Reappointment Requests | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|---------------------|
| City Clerk | Driggers, Betsy | Approved | 1/19/2017 - 1:49 PM |

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

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

TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Jim Roach # of years' prior service: _____
 Residence (911 Address) 134 Tessa Terrace Phone: 328-0819
 Business Name _____ Fax: _____
 & Address _____ Phone: _____
 Fax: _____

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

Preferred Mailing Address: roach@my.putnamschools

E-mail: _____ Daytime Phone: 937-0476

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

Jim Roach

2017
12/18/2015

SIGNATURE OF APPLICANT

DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

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

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

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

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

Wilson Edwards

12/17/15 2017

SIGNATURE OF APPLICANT _____ DATE _____

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

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

TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: JAYCE OLIVER # of years' prior service: 3
Residence (911 Address) 185 W. RIVER Rd., Pal. Phone: 325-5433
Business Name OLIVER OAKS + VINES Fax: _____
& Address P.O. Box 1575, Palatka 32178 Phone: 328-0076
(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
Preferred Mailing Address: P.O. Box 1575, Palatka 32178

E-mail: naiaadiou@bell Daytime Phone: _____

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

Jayce A. Oliver 2-17-15
SIGNATURE/OF APPLICANT DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

TERRILL L. HILL
MAYOR • COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR • COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



CITY of Palatka FLORIDA

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

TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Genevieve Alvers # of years' prior service: _____
 Residence Phone: _____
 (911 Address) 139 Elsie Dr Fax: _____
 Business Name Phone: _____
 & Address E. Palatka, FL 32131 Fax: _____

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

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

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

Genevieve Alvers 12/17/15 2017
 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:

REQUEST FOR FUNDING for Shelter Repairs - Shandra Riffey, Executive Director, Lee Conlee House Domestic Violence Shelter/Program

SUMMARY:

This is a request for funding for shelter repairs per the email request that follows this Summary.

RECOMMENDED ACTION:

Consider request for funding to make shelter repairs.

ATTACHMENTS:

| Description | Type |
|--------------------|-------------|
| ▫ S. Riffey e-mail | Discussion |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|---------------------|
| City Clerk | Driggers, Betsy | Approved | 1/17/2017 - 4:57 PM |
| City Clerk | Driggers, Betsy | Approved | 1/17/2017 - 4:57 PM |

Betsy Driggers

From: Shandra Riffey [Shandra@leeconleehouse.org]
Sent: Friday, January 13, 2017 3:00 PM
To: Betsy Driggers
Subject: Request for placement on January 26th Palatka City Meeting

Dear Ms. Driggers,

I am requesting to be placed on the agenda at the January 26th Palatka City Commissioners meeting on behalf of Lee Conlee House Domestic Center . The reason for this request is to seek funding for repairs to the shelter with regards to a security issue. As the nature of this repair/replacement compromises the safety of our residents I would prefer not to state the repairs in writing. Should anyone have a need to discuss the specific need I would be glad to discuss in private. My cell number [REDACTED].

I look forward to your response.

Respectfully,

Shandra L. Riffey
Executive Director

Lee Conlee House, Inc.
PO Box 2558
Palatka, FL 32178
(Phone) 386.325.4447
(Fax) 386.328.7755

Lee Conlee House will provide information and services to eligible individuals, regardless of race, religion, color, national origin, gender, mental or physical disability, sexual orientation, citizenship, immigration status, marital status, language spoken, or any other protected class.



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING: 3803 Crill Ave. & 3805 Crill Ave. / 102 Highlawn Ave. - Planning Board Recommendation to annex and assign C-1 (General Commercial) zoning to the property - James Militello, Owner; Palatka Building & Zoning Dept., Applicant.

***a. ANNEXATION ORDINANCE** - 2nd Reading, Adopt

***b. FUTURE LAND USE MAP AMENDMENT ORDINANCE** - 2nd Reading, Adopt

***c. REZONING ORDINANCE** - 2nd Reading, Adopt

SUMMARY:

This is the adoption of ordinances annexing these two parcels into the City limits, assigning to the property the Commercial Future Land Use Map designation, and rezoning this parcel to a commercial zoning designation. This is a voluntary annexation attributed to the owner's wish to obtain City water and sewer.

RECOMMENDED ACTION:

Adopt ordinances annexing 3803 Crill Ave. & 3805 Crill Ave. / 102 Highlawn Ave. into the City, assigning to the property the COM (Commercial) Future Land Use Map designation, and assigning C-1(General Commercial) zoning to the property.

ATTACHMENTS:

| Description | Type |
|---|-----------------|
| ▢ Annexation Ordinance | Ordinance |
| ▢ Future Land Use Map Amendment Ordinance | Ordinance |
| ▢ Rezoning Ordinance | Ordinance |
| ▢ Staff Report | Backup Material |
| ▢ Planning Board Minutes | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|-----------------|----------|----------------------|
| Planning | Crowe, Thad | Approved | 1/11/2017 - 5:16 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 10:31 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 3803 CRILL AVENUE, 3805 CRILL AVENUE, AND 102 HIGHLAWN AVENUE, LOCATED IN SECTION 11, 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 properties sought to be annexed, to wit: James Militello, 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:

HIGHLAWN S/D MB2 P49, BLK C LOTS 4 + 9 OR294 P704, AND BLK C S 93FT, OF LOTS 5 & 6, ALL LOTS 7 & 8,, PT OF LOTS 5 & 6 OR320 P1775. Tax parcels # 11-10-26-3770-0030-0040 and 11-10-26-3770-0030-0050, a 0.21-acre parcel and a 0.42-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 26, 2017.

CITY OF PALATKA

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 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 PUTNAM COUNTY COM (COMMERCIAL) TO COM (COMMERCIAL) FOR PARCELS IDENTIFIED AS 3803 CRILL AVENUE, 3705 CRILL AVENUE, AND 102 HIGHLAWN AVENUE, LOCATED IN SECTION 11, 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 owner of said property: James Militello, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

WHEREAS, Section 163.3187(1)(b), Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 120 acres by small scale amendments annually, and

WHEREAS, Section 163.3187(2), Florida Statutes, as amended, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

WHEREAS, the Planning Board conducted a public hearing on November 1, 2016 and recommended approval of this amendment to the City Commission, and

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

Section 1. Adopted Small Scale Amendment

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1
ADOPTED SMALL SCALE AMENDMENT**

| <u>Property Tax Number</u> | <u>Acreage</u> | <u>Current Future Land Use</u> | <u>Amended Future Land Use</u> |
|----------------------------|--|------------------------------------|------------------------------------|
| 01-10-26-0000-0520-0000 | 1.37 | Putnam County COM (Commercial) | COM (Commercial) |
| DESCRIPTION OF PROPERTY: | PT OF W1/2 OF SEC BK217 P241, (EX W 30FT | | |

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

OR596 P1137)

Section 2. Effect on the Comprehensive Plan

The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 3. Severability

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

Section 4. Effective date

This Ordinance shall become effective thirty-one (31) days after its final passage by the City Commission of the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of January, 2017.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

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-2 (COMMERCIAL, GENERAL LIGHT) TO C-1 (COMMERCIAL GENERAL) FOR PARCELS IDENTIFIED AS 3803 CRILL AVENUE, 3705 CRILL AVENUE, AND 102 HIGHLAWN AVENUE, LOCATED IN SECTION 11, 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: James Militello, 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 December 6, 2016 and two public hearings before the City Commission of the City of Palatka on January 12, 2017 and January 26, 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:

HIGHLAWN S/D MB2 P49, BLK C LOTS 4 + 9 OR294 P704, AND BLK C S 93FT, OF LOTS 5 & 6, ALL LOTS 7 & 8,, PT OF LOTS 5 & 6 OR320 P1775. Tax parcels # 11-10-26-3770-0030-0040 and 11-10-26-3770-0030-0050 - being 3803 Crill Avenue and 3805 Crill Avenue / 102 Highlawn Avenue.

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 26th day of January, 2017.

CITY OF PALATKA

BY: _____
Its MAYOR

Case # 16-57
3803 & 3805 Crill Ave., 102 Highlawn Ave.
Request to Annex, Amend Future Land Use Map and Rezone

STAFF REPORT

DATE: November 28, 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.

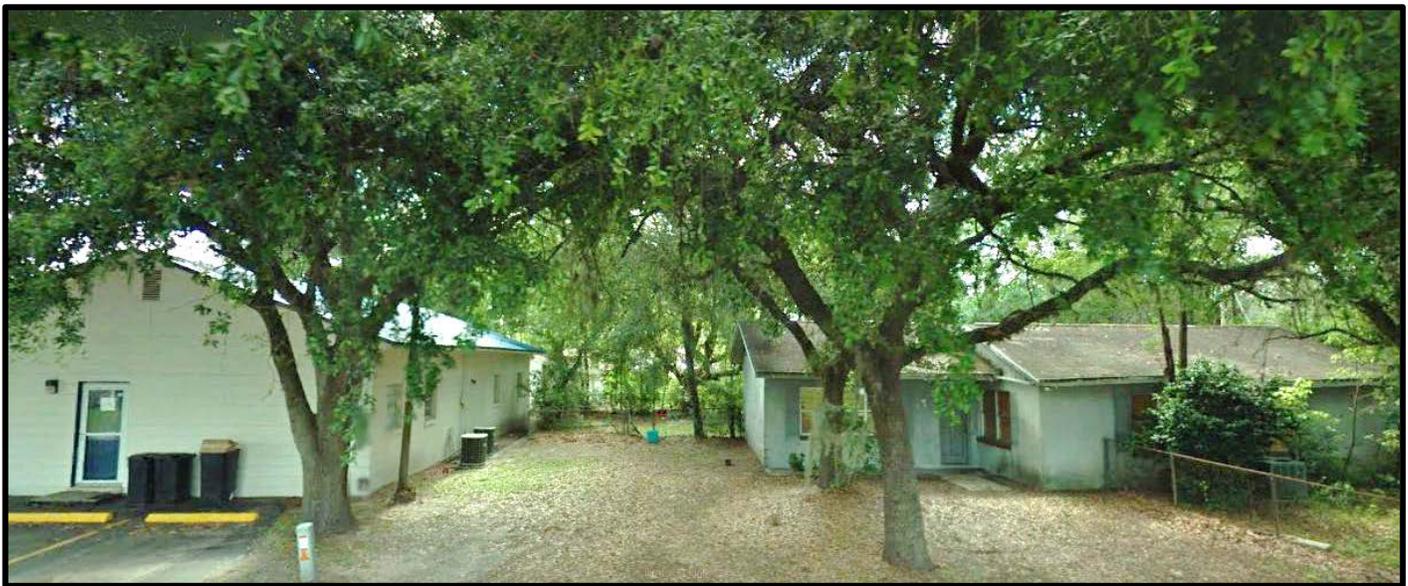


Figure 1: Site and Vicinity Map (property outlined in red, properties within City limits shown with purple overlay)



Figure 2 (above): property from Crill Ave.

Figure 3 (below): property from Highlawn Ave., showing office along Crill and single family home behind it fronting Highlawn Ave.



APPLICATION BACKGROUND

The property under consideration currently has a County mixed-use Future Land Use Map (FLUM) designation and commercial zoning. The site is mostly wooded, with a small office building on the Crill Ave. frontage (3805 Crill Ave.), a narrow undeveloped lot (3803 Crill Ave.), and a dwelling unit in the rear portion of the lot (102 Highlawn Ave). 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 |
| UR (Urban Reserve) | COM (Commercial) | C-2 (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 (across Highlawn Ave.) | Multiple single-family detached homes & mobile homes | County UR (Urban Reserve) | County C-2 (Commercial, General Light) |
| East | Undeveloped | County UR (Urban Reserve) | County C-2 (Commercial, General Light) |
| North (across Crill Ave.) | Convenience store with gas pumps, child care facility | COM (Commercial) | C-2 (Intensive Commercial) |
| South | Apt. building (under 10 units) | County UR (Urban Reserve) | County R-2 (Residential, Two Family) |

The owner is voluntarily annexing into the City for the purpose of hooking up to City utilities (City water and sewer). Staff is presenting these applications as administrative actions, as opposed to an action by the 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.

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 the map to the right, but in fact reduces the larger enclave shown in Figure 4 on the next page. Several other properties in the Highlawn subdivision have annexed into the City within the last several years to hook up to City water and sewer.



Figure 4 (above): Crill Ave. enclave (purple-shaded properties are in City)
 Figure 5 (below): Future Land Use Map Designations

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).

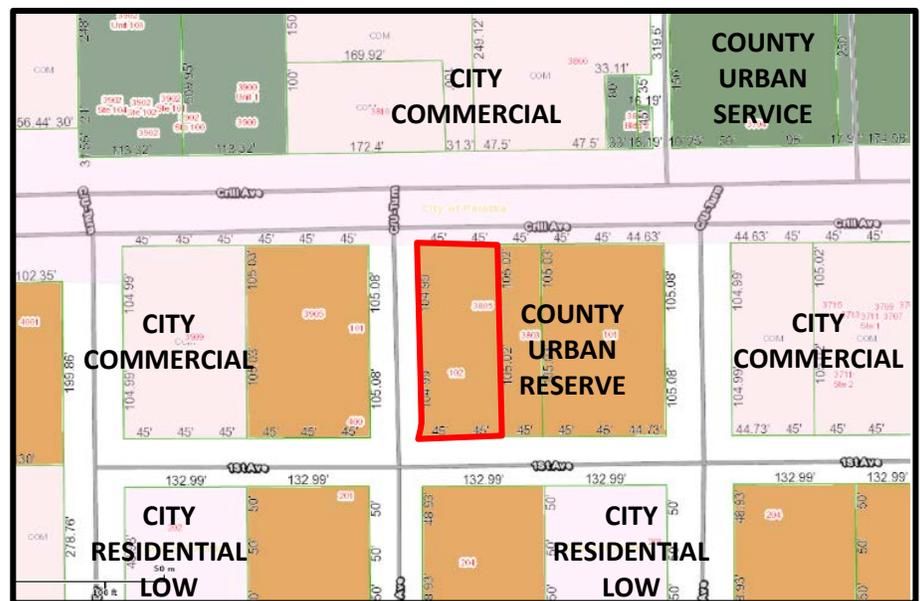
List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.

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 Urban Reserve FLUM category, which allows a range of residential and nonresidential uses. The proposed City FLUM category is Commercial – intended for a mix of retail, service, and office uses. Municipal Code Section 94-111(b) allows the 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 1st Ave.

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.

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.

b. *The existing land use pattern.*

Staff Comment: the existing land use pattern is varied. This section of Crill Ave. is a commercial corridor with retail and office uses, but also with homes and institutional uses.

c. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Staff Comment: no isolated zoning district would be created. Adjacent properties along the south side of Crill Ave. have the same general commercial zoning classification.

d. *The population density pattern and possible increase or overtaking of the load on public facilities such as schools, utilities, streets, etc.*

Staff Comment: infrastructure capacity is available. Water and wastewater lines are present on 1st Ave. and both utilities have sufficient capacity to serve future development on this site. Recent traffic counts indicate that around 15,000 vehicles travel daily along this four-lane segment of Crill Ave., which is around half of the maximum capacity of this roadway.

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.*

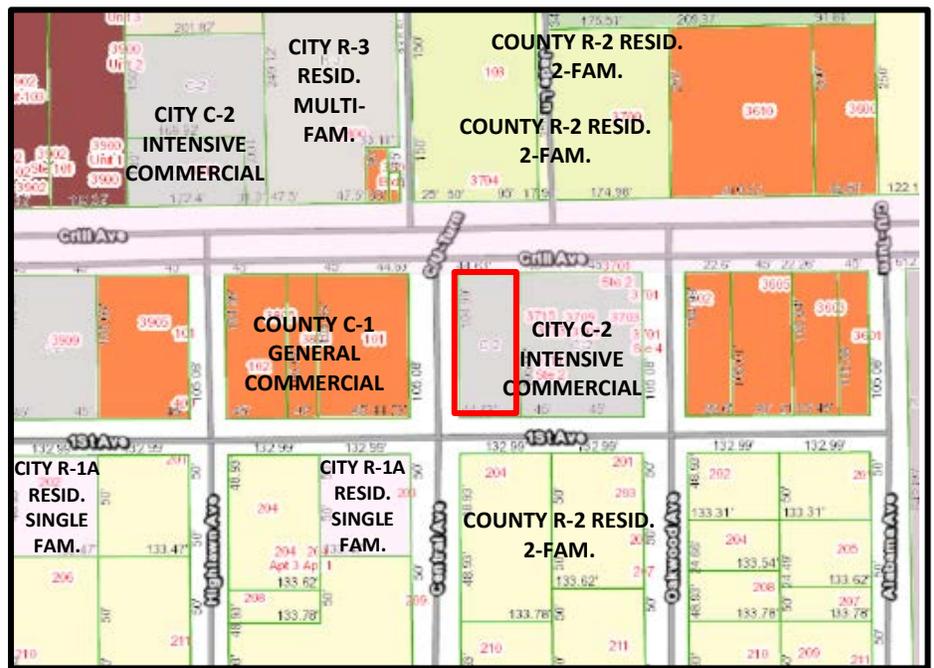


Figure 6: Zoning Map

Staff Comment: not applicable.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.

Staff Comment: rezoning the property to a designation similar to the current County zoning will not adversely affect neighborhood living conditions.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Comment: as indicated in d. above, ample traffic capacity is available in the form of around 15,000 available daily vehicle trips.

i. Whether the proposed change will create a drainage problem.

Staff Comment: any future redevelopment of this site will require compliance with water management district and City stormwater standards that retain most rainfall on the site.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.

Staff Comment: development under City Codes will not seriously reduce light and air to adjacent areas since buffers are required for commercial projects.

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: City commercial land use and zoning classifications 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 due to the zoning and FLUM classifications proposed for the property, similar to what is around it.

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.

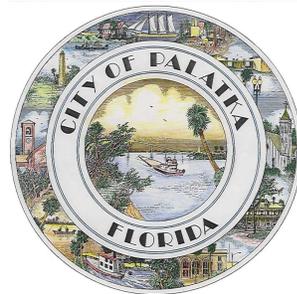
q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.

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 Case # 16-57, including the annexation, amendment of Future Land Use Map category to COM (Commercial), and rezoning to C-1 (General Commercial) for 3803 and 3805 Crill Ave. and 102 Highlawn Ave.

CITY OF PALATKA
PLANNING BOARD MINUTES
December 6, 2016



Members present: Chairman Daniel Sheffield, Vice-Chairman George DeLoach, Earl Wallace, Edie Wilson, Joseph Petrucci, Anthony Harwell, and Ed Killebrew. Staff present: Planning Director Thad Crowe, Recording Secretary Karen Gilyard, and City Attorney Donald Holmes.

Chairman Sheffield explained appeal procedures and requested that Board members express any ex-parte communication prior to hearing each case.

Chairman Sheffield asked for an approval of minutes from September 6, 2016 and November 1, 2016 meeting. Motion made by George DeLoach to approve the minutes, seconded by Edie Wilson. All present voted affirmative and motion was approved unanimously.

OLD BUSINESS:

- Case 16-40** Request for final plat for subdivision – tabled from the August 2nd 2016 meeting.
Location: Parcels #04-10-26-0000-0010-0000; 04-10-26-0000-0021-0000; 04-10-26-0000-0021-0030; 04-10-26-0000-0010-0030; 09-10-26-0000-0030-0000; and 09-10-26-0000-0010-0021 (a.k.a. a portion of Putnam Co. Business Park).
Applicant: Putnam County Port Authority/Brian Hammons, Putnam Co. Planning Director

Chairman Sheffield introduced the item and recognized Mr. Crowe. Mr. Crowe said the Applicant wanted to table the discussion once again. Mr. Crowe advised the Board that he explained that the Board has the right to table the discussion again or end it. Mr. Crowe advised the Board to only table it for one more month. The Applicant would have to start the process over again when ready.

Chairman Sheffield asked the Board if they wanted to table the discussion for another month.

Motion made by George DeLoach and seconded by Joseph Petrucci to table the request until the next regular meeting for the last time. All present voted affirmative and motion was approved unanimously.

NEW BUSINESS:

- Case 16-57** Request for annexation, rezoning to C-1 (General Commercial), and future land use map amendment to COM (Commercial)
Location: 3803 and 3805 Crill Ave. and 102 Highlawn Ave.
Applicant: Richard Johnson

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for annexation, rezoning to C-1 (General Commercial), and future land use map amendment to COM (Commercial). Mr. Crowe identified the location as a 2/3-acre property which includes two parcels. The property has frontage on three streets (Crill, Highlawn, & 1st Ave). 3803 Crill Ave, the interior lot, is undeveloped. 3805 Crill/102 Highlawn is one parcel with an office building on Crill and a residence behind it fronting on Highlawn. Mr. Crowe then narrated a power point presentation:

- Property is in county commercial FLUM (UR) & Zoning (C-1, General Comm.)
 - Segment of Crill from Westover to SR 19 – transitioning to County & mixed Residential Commercial to City & Commercial
 - Voluntary annexation intended to connect to city water & sewer (runs down 1st Ave)
- Annexation criteria are met
- Contiguous and compact
- FLUM criteria are met
- In established commercial corridor with both city and county commercial designations

- Close proximity to urban services – Water & Sewer along 1st St
 - Does not represent urban sprawl
 - No grant of special privilege
- Rezoning criteria are met
- In established commercial corridor with City And County Commercial Zoning
 - No isolated zoning district created
 - Infrastructure capacity available (Roads & Utilities)
- Recommend approval of annexation and change to COM FLUM & C-1 zoning

Mr. Crowe summarized that as demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of Case # 16-57, including the annexation, amendment of Future Land Use Map category to COM (Commercial), and rezoning to C-1 (General Commercial) for 3803 and 3805 Crill Ave. and 102 Highlawn Ave.

Chairman Sheffield asked Mr. Crowe if the zoning would not allow automotive should as gas stations. Mr. Crowe responded it would not allow automotive repair or sales, but would allow gas stations and convenience stores. Chairman Sheffield asked Board members if they had any questions for Mr. Crowe. Hearing none, Chairman Sheffield opened the meeting to the public and asked if anyone wanted to address the board. No one commented. Chairman Sheffield closed the public meeting. Chairman Sheffield asked the Board members if they were ready for a motion.

Motion made by Joseph Petrucci and seconded by Ed Killebrew to approve the request as recommended by Staff. Motion carried unanimously.

Case 16-58 Request for substantive change to approved PUD (Planned Unit Development/Neighborhood Commercial) for Adult Education (Putnam County School District)
Location: 1001 Husson Ave.
Applicant: Scott Gattshall

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for annexation all of the property in to city's limits and to zone to C-1 (General Commercial), and future land use map amendment to COM (Commercial) Mr. Crowe then narrated a power point presentation.

CURRENT PUD

- Allows school, admin. Offices, & training (warehouse & groundskeeping operations now gone)
- Operations limited to 7 am to 6 pm
- School District has authorized 1st Coast Technical Institute to hold evening classes at this location

PUD MODIFICATION REQUEST

- Allow night school use- up to 10 pm & 8 am to 5 pm every other weekend
- Open up rear gate to Cleveland Ave. to allow for easier access to rear parking lot

ISSUES

- Potential parking shortage
- Traffic impact of opening rear Cleveland Ave. Gate
- Unscreened dumpster

- 56 parking places (21 in Husson/Prosper lot with ability to add 9 more parallel spaces to old bus dropoff lane, 20 in rear lot, and six in Husson loop)
- Proposed expansion – up to 80 students & teachers on site
- Parking not sufficient
- 2 parking lots not connected, reducing parking efficiency and requiring navigation of bumpy dirt driveway or leaving campus to drive around block
- Possible overflow parking across Husson at Moseley Elementary
- Lots of room on property for additional parking; but...
- Zoning code does not allow non-hard surfaced parking (due to erosion & dust impacts)
- Compromise – PUD can provide flexibility to allow for pervious parking

Staff recommends approval of the substantive change to this approved Planned Unit Development, Case# 16-58, with the following conditions as the Applicant's responsibility, unless otherwise indicated:

1. Along with current allowable uses, allow night classes ending by 10 PM and weekend classes between 8 AM and 5 PM
2. Screen dumpster with wood privacy or stockade fencing on three sides, with swing gate on fourth side that does not face residences or public rights-of-way.
3. Open Cleveland Ave. gates for vehicle entry and exit between 7 AM and 10:30 PM; **OR**
4. Continue blocking of Cleveland Ave. gate and require internal driveway access to rear parking lot (from Husson/Prosper parking lot).
5. Restriped faded parking lot spaces;
6. Provide for at least 15 new parking spaces adjacent to or in the vicinity of the rear parking;
7. Allow for future paved areas to be pervious paver material, with at least 40% of pervious pavement being hard-surfaced, and such areas regularly maintained/vacuumed to ensure proper drainage;
8. Prohibit parking on non-paved areas such as gravel, mulch, etc., as set forth in Zoning Code to reduce erosion and fugitive dust;
9. Planting of hedge and understory trees spaced minimum of 20 feet apart along Cleveland Ave. right-of-way, between Kate and Prosper Streets, to buffer the rear parking lot from Cleveland Ave. residences;
10. Erect picket fence or other similar/simpler fence type not to exceed four feet in height) along the driveway, and around the parking area to prevent grass parking and limit Cleveland vehicular impact;
11. Erect signs (and enforce) parking only in striped spaces in rear parking lot; and
12. Erect sign directing overflow cars to Husson/Prosper parking lot.
13. City to put no parking signs along Cleveland – the grass strip is too narrow for parking and such parking would impact nearby residences, and this area needs to be utilized for landscaping.
14. Required parking may be reduced by the commitment of overflow parking spaces at Moseley Elementary School, if Staff confirms that excess parking is available and accessible, and there is signage directing visitors to such overflow parking.
15. Improvements shall be completed within six months of the approval date.
16. To ensure adequate parking for activities, the School District will coordinate with the First Coast Technical Institute to develop an ongoing schedule of activities, provided to the City Building & Zoning Dept. at the outset and as revised on an ongoing basis. This schedule must demonstrate that available parking shall serve programmed activities, and such activities shall only occur if adequate parking is available.

Chairman Sheffield asked Mr. Crowe is there a time limit on his talks with the School Board on this issue. Mr. Crowe explained to the Board that if School District Facilities Director Scott Gattshall and he could have about a week or two to talk they could come to an agreement on the parking. Chairman Sheffield also asked for Mr. Crowe to summarize the number of parking spaces do they have or how many they need. Mr. Crowe answered that there was 51 paved spaces, and the Applicant was asking for 15 addition spaces in the rear.

Chairman Sheffield asked the PB if they had any questions for Mr. Crowe. Mr. Wallace asked Mr. Crowe the night class consisted of nursing and what else? Mr. Crowe answered G.E.D classes. Mr. Harwell asked Mr. Crowe what consisted with joining the two parking lots together. Mr. Crowe answered that this could be done by paving the dirt driveway that currently connects them. Mr. Petrucci asked if the gate off of Husson Ave. would be assessable instead of opening back up the Cleveland St. gate. Mr. Crowe said that would be a question for Mr. Gattshall, but from his understanding the School Board didn't want to use that gate for 1st Coast Technical College activities, just for the School Board employees. Mr. Petrucci asked if putting the parallel parking spaces on Husson Ave. would impact the bus coming from Moseley Elementary School. Mr. Crowe answered that it was not a problem the spaces aren't new they just need to be repainted. Mr. Killebrew added that the buses would not be impacted because the bus loop is in the back of Moseley and they don't use Husson

Ave. Mr. Killebrew asked if the back gate was closed because the neighborhood complaining about the big trucks being present in the early morning and most of the day when it was being used as a warehouse. Mr. Crowe explained that it was not the back gate on Cleveland Ave. but was the front gate off of Prosper St. & Husson Ave where the truck activity was. Mr. Wallace added that the last time it came before the Board the issue was the noise the big semi-trucks were making. Mr. Killebrew asked if it was the south end where current School District employees are now parking. Mr. Crowe replied that this was correct. Mr. Killebrew asked if the School District was going to put pervious or paved parking in that area. Mr. Crowe answered that he thinks that the School District wanted to continue parking on the grass but that would be a question for Mr. Gattshall.

Chairman Sheffield said that he thought it was time to open the meeting to the public so that the Board could speak to Mr. Gattshall. Mr. Scott Gattshall, 4400 14th Place, Gainesville, Florida, introduced Frank McElroy, Administrator of Operations for 1st Coast Technical College (FCTC). Mr. Gattshall said that the School District is working in conjunction with the St. Johns County School District, which now administers FCTC. FCTC has moved from their Comfort Rd. location to the Husson Ave. site. Mr. Gattshall said their primary purpose was not to address parking issue but to extend the hours of operation so that FCTC could resume night class, and to also utilize the back gate on Cleveland. They are trying to limit the cost and if they have to use tens of thousands of taxpayer dollars on parking this funding would not be available for other programs for FCTC students. Currently FCTC uses most of the campus for their daytime classes and the School District is using one wing and the media center as a training facility. The School District is not looking to change or improve the current grass parking for their employees, but just to accommodate parking needs of FCTC. The School District has already put in \$1.5 million dollars in renovation into that campus for the Adult Ed. Program for FCTC. Mr. Gattshall said that to be frank, the School District doesn't have \$200,000 to put in a new parking lot around the PCSD training center for School District Employees. Mr. Gattshall also stated that he didn't understand the problem with reopening the Cleveland St. gate because back years ago when it was used as an elementary school there were 20 buses using that entrance twice a day, and also 30-40 teachers driving in and out of that same area a day through that gate and parking on the grass. So that this point all the School District is asking for is to extend the hours and opening of the gate on Cleveland St.

Chairman Sheffield thanked Mr. Gattshall for his comments. He noted that closing the gate on Cleveland St. was for the neighborhood to keep the traffic down in the residential neighborhood, for the quality of life of the neighborhood. He said that if you join the two parking lots together there would not be a need to open that gate on Cleveland St., but he senses that the School District is resistant to that due to the cost. Mr. Gattshall stated more of a safety precaution due to the narrowness of the driveway. Mr. McElroy added that if they join the front and back parking lot that it would be tight fit between two buildings. They have talked to Architect Bob Taylor who said he could come up with a functional design that will work, but it's really tight. Mr. Gattshall added that there enough State funds complete the driveway improvement.

Chairman Sheffield asked Mr. McElroy if he said Bob Taylor was the School District's architect in this matter. Mr. McElroy answered yes. Chairman Sheffield told Mr. Holmes that he may have a conflict of interest because he was working for Mr. Taylor. Mr. Holmes said it would be wise for Chairman Sheffield to recuse himself to avoid the appearance of conflict. Chairman Sheffield stated with that being said he would recuse myself from this case and turn things over to Vice-Chairman George DeLoach.

Vice-Chairman DeLoach asked Board members if there were any questions. Mr. Petucci asked if there were any lights in that back parking lot for the nighttime students. Mr. McElroy answered yes and added only if more parking was provided in that back lot would more lighting be needed.

Mr. Harwell asked if the School District offices would be open 8:00 am to 11:00 pm or just normal business hours. Mr. Gattshall answered just normal eight hour day, usually 7:30 am to 3:30 pm. Mr. Harwell asked if the FCTC classes would be just in the day or just in the evening. Mr. McElroy said that it will be both. FCTC

classes have been operating since mid-spring with just day classes and shut down at 5pm because of the existing PUD prohibition of evening activities. Mr. Harwell asked if the students park on the south end of the campus or is it just the School District that uses this parking. Mr. McElroy answered that the students are currently parking on the north end parking lot (Prosper & Husson). Mr. Harwell asked so is the north parking area adequate for FCTC parking needs. Mr. McElroy answered that with the current number of students there is not a problem. He said he understood Mr. Crowe's concern for future growth and being able to meet increased parking needs. Mr. Harwell asked if there was enough parking on the south end of the campus where School District employees park in the grass for FCTC growth with students if need be. Mr. McElroy answered that there is a huge grass area on the south end of the campus with lots of room for parking. Mr. Harwell said he understood the difficulty of connecting the two north end parking lots together and noted that there could be just as much room on the south end for all parking. Mr. McElroy answered that all entire student parking could be accommodated on the south end in the grass, but he understood that Mr. Crowe's desire is for there to be paved or pervious pavement parking for the students. Mr. Crowe interjected and explained that it was not his desire but that what the Zoning Code requires. Mr. Harwell said he did not understand why add to parking on the north end of campus when there is all that room for parking on the south end of the campus. Mr. McElroy answered that if it would be a problem to reopen the back gate on Cleveland Ave. they could find a way around that, using the front north and south gate access. Mr. Gattshall said that if the students were to use the south gate to access the back parking lot that would be a long journey. Mr. Harwell stated that was not what he was getting at. Mr. DeLoach stated at he remember a time when it was Moseley Elementary and he had to drop off and pick his kids up from school there. It would be 80-100 cars going in and out of that back gate daily twice a day. So with that being said he didn't see a problem with that gate being open. Mr. Crowe responded that the gate was closed due to neighborhood opposition to the warehouse function. The neighbors were fine with the facility being a school, but not something else like warehouse and offices, and now that the gate has been closed for five years it would be a big change for the neighborhood to open it. Mr. Killebrew stated that it will be going back to a school, and asked where are most of the School District offices are located within the facility. Mr. Gattshall answered that the offices were in the south end of the campus along with the old media center, which is now the School District training center.

Mr. Petrucci asked how close the gate is to Kirby St. Mr. Crowe said there is a slight jog between the driveway and Kirby St., and that no headlights would shine into any homes leaving from that back parking lot at night. He stated that he would be reluctant to open the back gate for the evening or night classes.

Vice-Chairman DeLoach asked was there any more questions or comments from the public, and hearing none, closed the public hearing. Vice-Chairman DeLoach asked Board members if they had any questions before a motion was made. Mr. Killebrew asked was this advertised to the public. Mr. Crowe stated yes: letters was sent out to property owners within 150 feet of the property, a notice was run in the newspaper, and four signs were put on each frontage of the property.

Mr. Harwell asked Mr. Crowe what was his thought on utilizing the south end grass parking area. Mr. Crowe stated that as the Zoning Administrator, all he could do is interpret the code, which requires that all parking lots have paved or pervious pavement surfaces. Mr. Harwell asked Mr. Crowe if the current PUD excluded schools. Mr. Crowe stated no, schools were left as an allowed use in hopes that a school would come back.

Mr. Petrucci asked with FCTC wanting to start classes in January will there be any grace period for the parking lot to be ready. Mr. Crowe answered that the Board usually gives Applicants a six-month grace period to make required improvements.

Motion made by Joseph Petrucci and seconded by Ed Killebrew to approve the request as recommended by Staff, with the exception of the requirement that fencing be erected around the rear parking area and driveway. Motion carried unanimously.

Case 16-65 Request for Zoning Code change to allow changing signs in C-2 (General Commercial) zoning districts

Applicant: Chuck Knight Heritage Signs

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for Zoning Code change to allow changing signs in C-2 (General Commercial) zoning district. Mr. Crowe narrated a power point presentation.

CRITERION A: NEED & JUSTIFICATION FOR CHANGE

- Changing signs now only allowed in C-2 & PBG-1 zoning
- Standards are in place to limit visual impacts

- General Commercial zoning appropriate for such signs (Neighborhood Comm. would not be)

CRITERION B: COMPLIANCE WITH COMP PLAN & CODES

- Does not conflict with Plan & codes-

Mr. Crowe said that Staff recommends approval of Case 16-65 revising Zoning Code Section 94-148 (C-1 general commercial zoning district) as follows.

(a) through (f) – no change

(g) *Permitted signs*. Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Chairman Sheffield asked Board members if they had any questions for Mr. Crowe. Mr. Wallace asked what kind of signs are they? Mr. Crowe stated that they are changing signs, which includes manual and electronic signs. Mr. Wallace recalled that years ago the City didn't want signs that changed or flashed because it was a safety hazard. The School Board and other places around town installed electronic signs that contradicted this. Mr. Crowe answered that previous Planning Directors interpreted the Sign and Zoning Codes in a manner that if a specific sign type was not called out, then it was allowed. This is how the 12 or so electronic signs in the City were approved. At the direction of the Planning Board and City Commission, and over his objections due to safety and aesthetic problems, Mr. Crowe put into place a Code change that clarified electronic signs and allowed them in C-2 zoning, and later in PBG-1 zoning as well. The clarifications included standards that controlled sign brightness and intensity, for example prohibiting flashing and scrolling and establishing a minimum static display time of eight seconds. The business should give their sign programmer are of the specs for the city's code because essentially all this can be handle by the programmer. With the School Board I don't think they were aware of the Sign Code standards for electronic signs, but when contacted they got with their programmer and complied. Chairman Sheffield asked does the code specifically say eight seconds. Mr. Crowe answered yes.

Mr. Harwell asked was there really complaints about the signs? Mr. Crowe answered yes. Mr. Harwell asked what drove the complaint. Mr. Crowe stated someone bought it up in a public meeting.

Chairman Sheffield opened the meeting to the public. Chuck Knight, representing Heritage Signs, PO Box 2366 Green Cove Springs, Florida and Dr. John Milanick, 136 Richwood Dr. Palatka, Florida both introduced themselves. Mr. Knight said that they are here today asking to change the C-1 list of allowable signs to include changing signs. This will increase options for your business owners. Another justification is that manual changing signs are being discontinued due to the advancing technology and affordability of electronic signs.

Chairman Sheffield thanked Mr. Knight and asked Board members if they had any questions for Mr. Knight and Dr. Milanick. Mr. Harwell asked are these sign LED and is it text or graphic? Mr. Knight answered that they were LED electronic and are capable of a number of things including graphics and preprogram displays. He said that the City's ordinances have specific time changes and brightness standards. With such standards the sign software can be programed to dim down the brightness at night. The sign can be controlled at the site and by

broadband by Dr. Milanick at home if need be. Mr. Harwell asked would they all be standard text allowed in the C-1 zone without any graphics. Mr. Crowe answered that only text was allowed. Mr. Wallace asked if this was approved this will it just allow the text. Mr. Crowe answered yes. He added that the only area in town with much C-1 zoning is around the hospital so essentially it will allow the doctors' offices in that area to have electronic signs. Mr. Wallace commented that maybe the City should rename that street Blanding Blvd.

As there were no more questions or statements from the public, Chairman Sheffield closed the public hearing. **Motion** made by Mr. DeLoach and seconded by Mr. Killebrew and Mr. Petrucci to approve the request as recommended by staff, and the motion carried 6 to 1, with Mr. Wallace voting against it. Chairman Sheffield told Mr. Knight that this will have to go before the City Commission and tonight's decision is only a recommendation.



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING/REZONING ORDINANCE 1001 Husson Avenue - adopting substantial change to existing PUD - Staff and Planning Board Recommendation to modify Planned Unit Development Zoning to the property, from M-1 (Light Industrial) - Scott Gattshall, Facilities Director for Putnam County School District, Applicant - 2nd Reading, Adopt

SUMMARY:

This is the adoption of an ordinance modifying the existing PUD of the old Moseley Elementary School, which is now used as administrative offices and a training center for the Putnam County School District, and also as the location for adult education classes by the First Coast Technical Institute (FCTI). FCTI is requesting the ability to initiate night classes, starting with nursing and GED programs, and the current PUD prohibits night-time activities. The modification would allow night and weekend classes, while requiring all vehicle access from Husson Ave. and providing vegetative screening for Cleveland Ave. residences. It would also require expanding the rear parking area to allow for greater numbers of students, and paving an interior driveway between the rear parking lot and the Husson/Prosper parking lot.

RECOMMENDED ACTION:

Adopt ordinance modifying PUD (Planned Unit Development) zoning designation for 1001 Husson Ave. (School District Administrative Annex).

ATTACHMENTS:

| Description | Type |
|--------------------------|-----------------|
| ▣ Ordinance | Ordinance |
| ▣ Staff Report | Backup Material |
| ▣ Planning Board Minutes | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|----------------------|
| Planning | Crowe, Thad | Approved | 1/11/2017 - 2:46 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 10:32 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 AS TO THAT CERTAIN PROPERTY LOCATED IN SECTION 12, TOWNSHIP 10 SOUTH, RANGE 26 EAST, LOCATED AT 1001 HUSSON AVENUE, SUBSTANTIALLY MODIFYING THE EXISTING PUD/PBF-1 PLANNED UNIT DEVELOPMENT/PUBLIC BUILDINGS AND GROUNDS ZONING; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, application has been made by Facilities Director Scott Gattshall on behalf of the Putnam County School District, owner of said property, to the City 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 a public hearing before the Planning Board of the City of Palatka on December 6, 2016, and two public hearings before the City Commission of the City of Palatka on January 12, 2017 and January 24, 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 adopting a substantial change to the zoning classification of PUD/PBF-1 (Planned Unit Development/Public Buildings and Grounds) for 1001 Husson Avenue. The PUD must comply with development standards set forth in Exhibit 1 and the site plan shown in Exhibit 2.

DESCRIPTION OF PROPERTY:

CENTER ST S/D MB3 P129 LOTS 1 TO 24 INCL BLK A, ALL OF BLKS D + E (EX E 1/2 OF LOT 5 BLK E) (PURCHASING DEPT OF PUTNAM COUNTY SCHOOL DISTRICT) & PT OF ADJ CLOSED STREETS OR225 P351 (Being 1001 Husson Avenue / tax parcel # 12-10-26-1370-0010-0010)

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 24th day of January, 2017.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

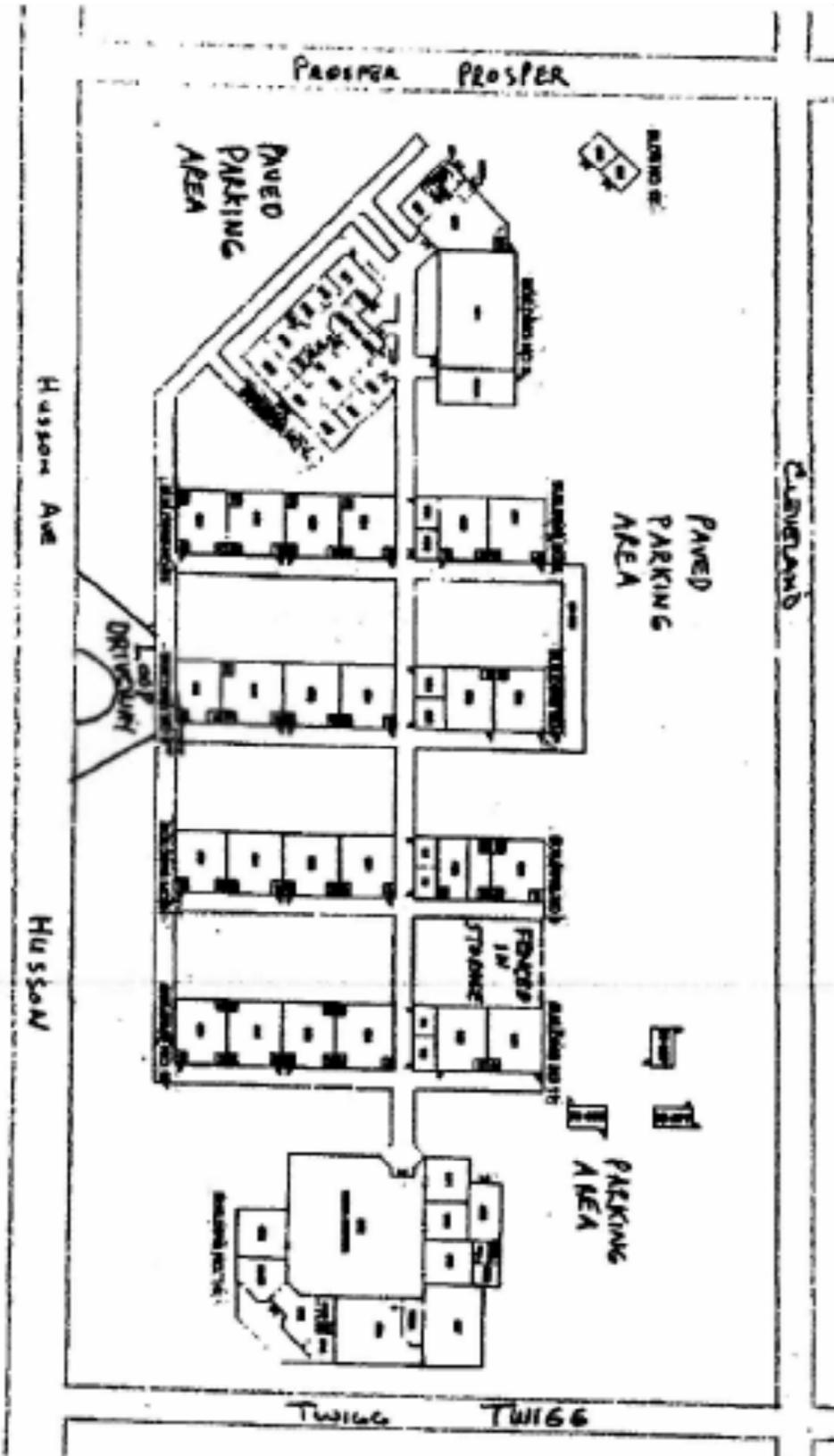
City Clerk

EXHIBIT 1:

1. Surplus vehicles shall not be stored on the property.
2. Surplus sales shall not be held on property.
3. Forklift alarm shall be maintained at the OSHA minimum sound level.
4. Lawn crew's equipment and trailers shall be stored in areas with surrounding high privacy fence.
5. Outdoor hallways will limit items stored in halls (only in case of emergency).
6. All vehicles shall enter and exit the facility from Husson Avenue, and no vehicle access is allowed from Cleveland Avenue, Prosper Street, and Twigg Street.
7. All deliveries shall be made in the Husson Avenue "loop" driveway.
8. The School District Annex is to be utilized for school district offices and training, with accessory and ancillary uses of storage of equipment and materials for the District's custodial and landscaping maintenance functions. The use of a school is also allowable.
9. Building uses and all other activities are limited to what is shown on site plan.
10. Operations limited to Monday-Friday, 7 AM to 6 PM, with night classes allowed up to 10 PM weekdays and on weekends between 8 AM and 5 PM, and school district training activities allowed on weekends as well.
11. All outdoor storage shall be fenced or screened from view from adjacent public rights-of-way.
12. The PUD will allow for a pocket park that would include playground equipment, picnic tables, and an informal ball field. Additional uses and location of such a pocket park would be determined at a future date following meetings with neighbors in the vicinity of the site.
13. Existing trees on the site shall be preserved.
14. By June 6, 2017 all dumpsters shall be screened with wood privacy or stockade fencing on three sides, with swing gate on fourth side that does not face residences or public rights-of-way.
15. By June 6, 2017 pave internal driveway access to rear parking lot from Husson/Prosper parking lot.
16. By June 6, 2017 restripe faded parking lot spaces;
17. By June 6, 2017 provide for at least 15 new parking spaces adjacent to or in the vicinity of the rear parking area, allowing for future paved areas to be impervious pavement or pervious paver material, with at least 40% of pervious pavement being hard-surfaced, and such areas regularly maintained/vacuumed to ensure proper drainage;

18. Prohibit new parking on non-paved areas such as gravel, mulch, etc., as set forth in Zoning Code to reduce erosion and fugitive dust, allowing the current parking activity now utilized by School District employees in the south grassy parking area;
19. Parking to be allowed on Husson Ave. right-of-way with the City and School District coordinating on the striping of such spaces;
20. By June 6, 2017 plant hedge, and understory trees spaced minimum of 20 feet apart along Cleveland Ave. right-of-way, between Kate and Prosper Streets;
21. Erect signs noting that parking is only in striped/paved spaces in rear parking lot; and
22. To ensure adequate parking for activities, the School District will coordinate with the First Coast Technical Institute to develop an ongoing schedule of activities, provided to the City Building & Zoning Dept. at the outset and as revised on an ongoing basis. This schedule must demonstrate that available parking shall serve programmed activities, and such activities shall only occur if adequate parking is available.

EXHIBIT 2



Case 16-58 - 1001 Husson Ave. Substantive Change to Planned Unit Development

Applicant: Scott Gattshall, Putnam County School District

STAFF REPORT

DATE: November 29, 2016

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To substantively modify an approved Planned Unit Development (PUD). Required public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet).

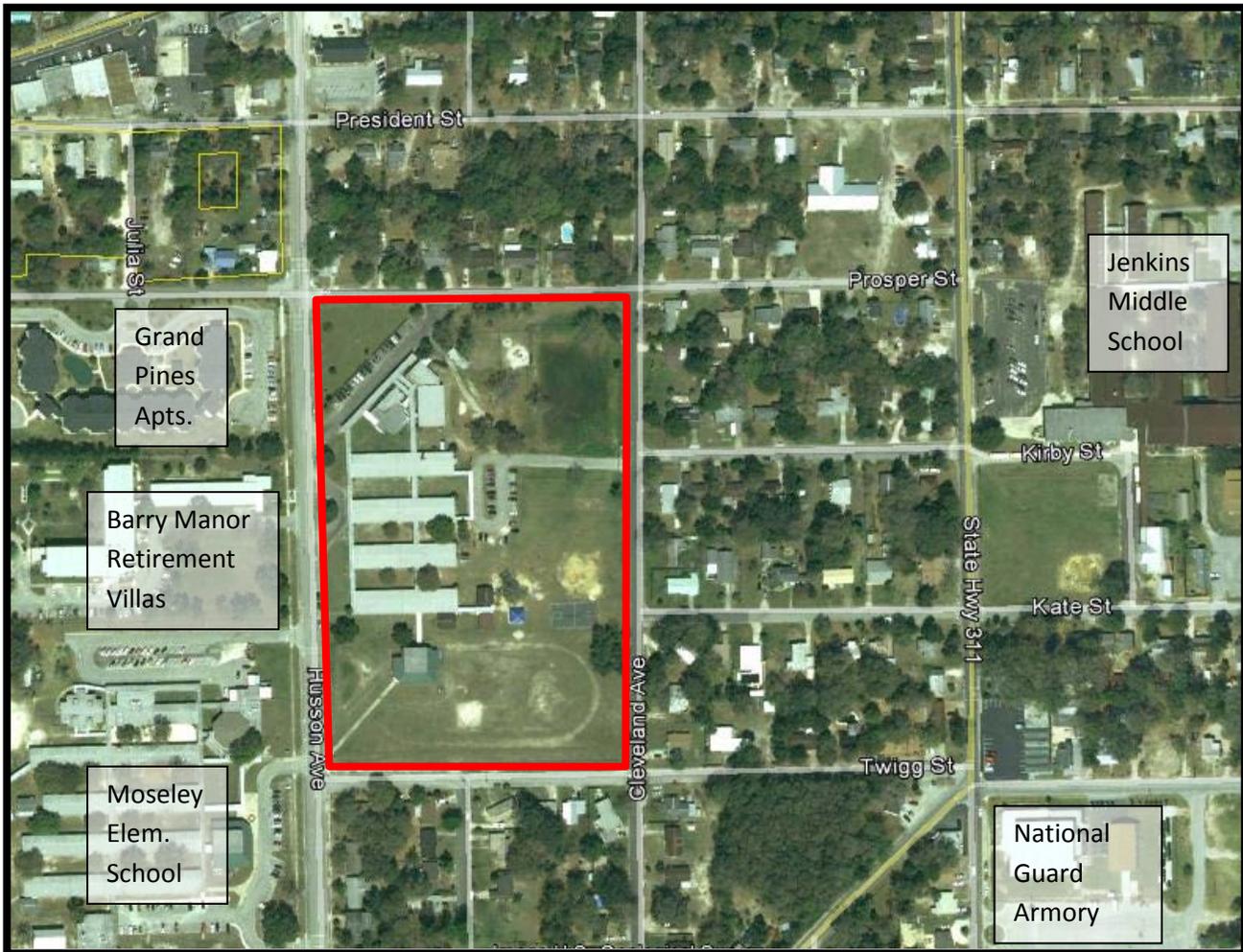


Figure 1: Property Location

APPLICATION BACKGROUND

This former elementary school is a PUD allowing for Putnam County School District administrative offices. This PUD, which lists schools as an ongoing allowable use, was approved by the City Commission in 2012, after a long process including several neighborhood meetings and Planning Board and City Commission meetings and workshops. The PUD was initially prompted by the School District establishing a warehouse use at this location, an industrial activity that was not allowed in the then-residential zoning district. Many nearby residents attended meetings and voiced strong concerns about higher traffic levels from employees. In particular, Prosper St. residents objected to the Husson/Prosper parking lot, where multiple cars exited and shone headlights into residences. Residents also objected to the unloading of semi-tractor trailer trucks in this parking lot – the truck noise and back-up beeping noises were disruptive to nearby residents. The final PUD incorporated elements that were negotiated between the neighborhood and School District, shown below. Under the PUD the warehouse use relocated off the property, and the approved site plan (Figure 5) only allows for vehicle access to Husson Ave., which is accomplished by a gate that blocks off the Prosper St. driveway to the Husson/Prosper parking lot. The original staff report is attached, and applicable criteria and associated analysis still apply. This report focuses on the PUD changes, namely the new activities and parking issues.

Current PUD Conditions:

1. *Surplus vehicles shall not be stored on the property.*
2. *Surplus sales shall not be held on property.*
3. *Forklift alarm shall be maintained at the OSHA minimum sound level.*
4. *Lawn crew's equipment and trailers shall be stored in areas with high privacy fence.*
5. *Outdoor hallways will limit items stored in halls (only in case of emergency).*
6. *All deliveries shall be made in the Husson Ave. loop driveway.*
7. *All vehicles shall enter and exit the facility from Husson Ave., and no vehicle access is allowed from Cleveland Ave., Prosper St., and Twigg St.*
8. *The School District Annex is to be utilized primarily for school district offices and training, with accessory and ancillary uses of a warehouse and storage of equipment and materials for the District's custodial and landscaping maintenance functions. The use of a school is also allowable.*
9. *The warehouse use shall cease by July 1, 2013.*
10. *Building uses and all other activities are limited to what is shown on site plan.*
11. *Operations limited to Monday-Friday, 7 AM to 6 PM, except that training activities may occasionally occur on the weekend.*
12. *All outdoor storage shall be fenced or screened from view from adjacent public rights-of-way.*
13. *The PUD will allow for a pocket park that would include playground equipment, picnic tables, and an informal ball field. Additional uses and location of such a pocket park would be determined at a future date following meetings with neighbors in the vicinity of the site.*
14. *Existing trees on the site shall be preserved.*

This application was prompted by the First Coast Technical Institute (FCTI), which is now run by the St. Johns County school system, plans to offer adult vocational classes at this location. FCTI plans to have around five daytime classes and two night classes, with an estimated new 75-80 new student and teachers on site. The school use is an allowable use in the current PUD, but the proposed nursing classes and GED classes (aimed at working adults) would be in the evening, which is not allowed by the PUD ordinance as activities cannot occur after 6 PM (classes would also be held from 8 AM to 5 PM every other weekend). The justification letter from the School District, included with this report, notes that the evening classes would end by 10 PM. The School

District is also requesting to re-open up the back gate onto Cleveland Ave, to allow for use of the 20-space back parking lot. This gate has been closed since the PUD approval of 2012. This parking lot provides direct access to buildings where the classes will be conducted (there are no other paved vehicular connections to this parking lot from the approved Husson Ave. vehicle entrances). The rear driveway is slightly off-set with Kirby St., and therefore vehicle headlights would not be shining directly into homes during the later evening hours when students are leaving. However opening up this rear parking area could result in a noticeable traffic impact to Cleveland St., first of all since the gate's been closed for five years, and secondly since there are large grassy areas around the rear paved parking lot that could be utilized for additional parking if the night school function grows.



Figure 2 (above): Cleveland Ave. – school property is to right, with back gate in upper right of picture

Figure 3 (below): back gate at Cleveland Ave., with 20-space parking lot behind tree. In the right of the picture, a dirt driveway connects the rear parking area with the parking lot at Husson Ave. & Prosper St.



Staff has concerns about impacts to Cleveland Ave. residents from entering and particularly exiting cars in later hours. The two classes will have two instructors and up to 40 students when occurring simultaneously and while it is not allowable under the Zoning Code, there is nothing to prevent additional cars from parking in the grassy areas around this rear paved lot. This could double traffic impacts to 40+ cars. A preferred solution would be to connect the Husson/Prosper parking lot with the rear lot along the existing dirt driveway and keep the Cleveland gate closed. The School District made the case in 2012 that the elevation change and

narrow driveway width would make such a connection problematic and expensive for a paved driveway connection. It will be useful for the Board to seriously consider the input of any Cleveland Ave. residents, since they were noticed of this PUD change. A lack of concern or participation by residents in itself may help to support the reopening of the Cleveland Ave. gate, either during daytime hours or for both day and night classes. In any case, it is important to point out that opening up the Cleveland gate is not the only way to utilize the rear parking since the dirt driveway could be improved to connect to that rear parking area.



Figure 4 (above): dirt driveway that connects the Husson/Prosper St. parking lot, from Husson/Prosper lot
Figure 5: (below): dirt driveway from rear parking lot



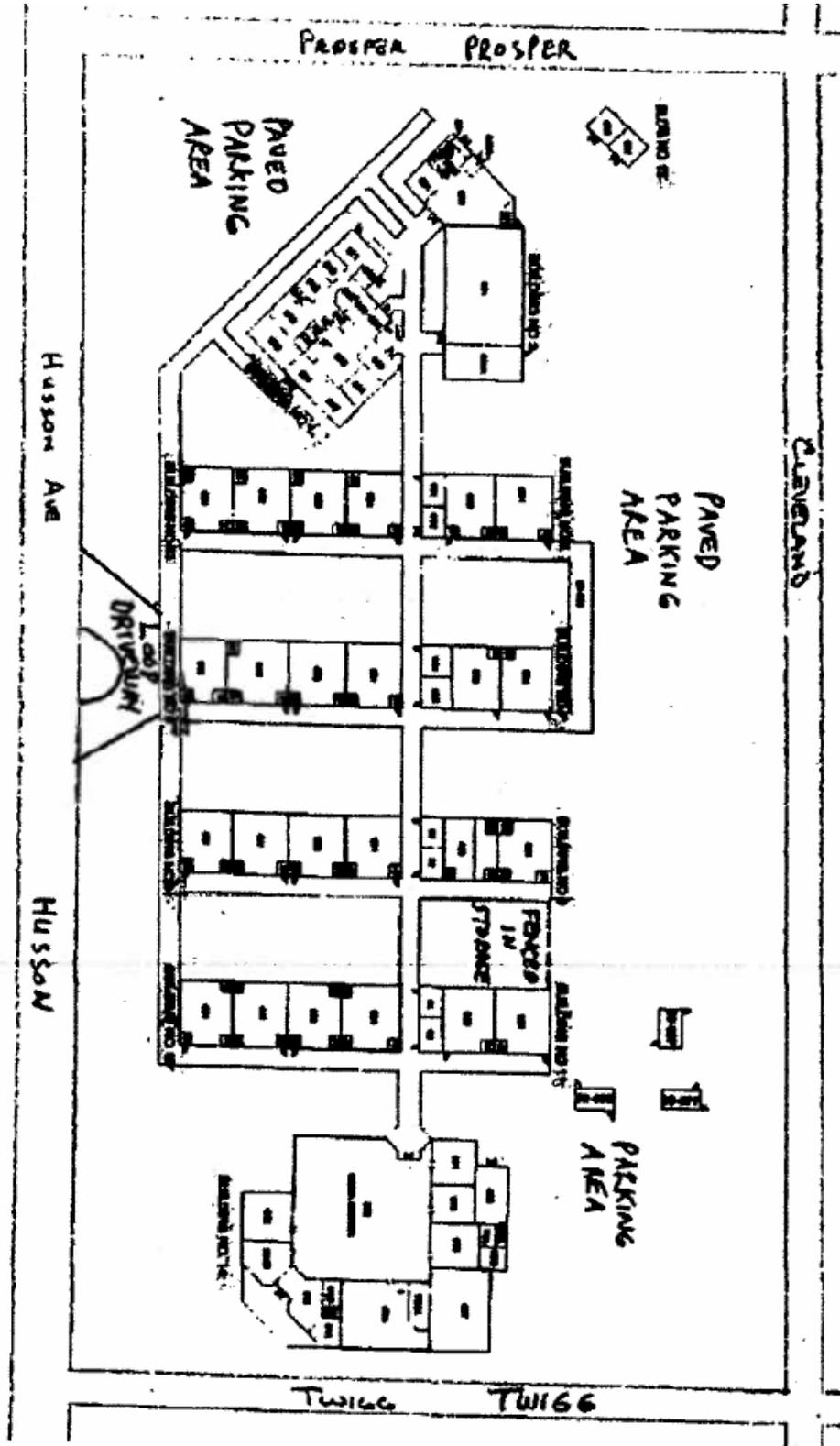


Figure 6: **SITE PLAN**

Another issue of concern is the overall provision of parking that will be sufficient to meet the growing needs of the facility. The rear lot now includes 20 spaces, the Husson/Prosper lot has 21 spaces with the ability to add nine more parallel spaces, and the front Husson loop driveway provides six spaces. This totals to 56 parking spaces to accommodate the peak number of employees and students. This would inhibit peak time activity to two to three classes, but the Applicant has indicated that there will be up to 80 students and teachers on site, along with the existing School District employees and a cosmetology class. Without specifics on existing and proposed activities, the simplest mechanism for ensuring adequate parking is to link activities to parking capacity.

The final issue is the unscreened dumpster in the Husson/Prosper parking lot, located next to the previously referenced driveway, as shown in Figure 7. This dumpster is viewed by visitors and residents across Prosper St. The Zoning Code requires screening of dumpsters with fencing, and the side with the gate should not face the residences on Prosper St.



Figure 7: unscreened dumpster

RECOMMENDATION

Staff recommends approval of the substantive change to this approved Planned Unit Development, Case # 16-58, with the following conditions as the Applicant's responsibility, unless otherwise indicated:

1. along with current allowable uses, allow night classes ending by 10 PM and weekend classes between 8 AM and 5 PM; and
2. screen dumpster with wood privacy or stockade fencing on three sides, with swing gate on fourth side that does not face residences or public rights-of-way.
3. Open Cleveland Ave. gates for vehicle entry and exit between 7 AM and 10:30 PM; **OR**
4. continue blocking of Cleveland Ave. gate and require internal driveway access to rear parking lot (from Husson/Prosper parking lot).
5. Restriped faded parking lot spaces;
6. provide for at least 15 new parking spaces adjacent to or in the vicinity of the rear parking;
7. allow for future paved areas to be pervious paver material, with at least 40% of pervious pavement being hard-surfaced, and such areas regularly maintained/vacuumed to ensure proper drainage;
8. prohibit parking on non-paved areas such as gravel, mulch, etc., as set forth in Zoning Code to reduce erosion and fugitive dust;
9. planting of hedge and understory trees spaced minimum of 20 feet apart along Cleveland Ave. right-of-way, between Kate and Prosper Streets, to buffer the rear parking lot from Cleveland Ave. residences;
10. erect picket fence or other similar/simpler fence type not to exceed four feet in height) along the driveway, and around the parking area to prevent grass parking and limit Cleveland vehicular impact;
11. erect signs (and enforce) parking only in striped spaces in rear parking lot; and
12. erect sign directing overflow cars to Husson/Prosper parking lot.
13. City to put no parking signs along Cleveland – the grass strip is too narrow for parking and such parking would impact nearby residences, and this area needs to be utilized for landscaping.
14. Required parking may be reduced by the commitment of overflow parking spaces at Moseley Elementary School, if Staff confirms that excess parking is available and accessible, and there is signage directing visitors to such overflow parking.

15. To ensure adequate parking for activities, the School District will coordinate with the First Coast Technical Institute to develop an ongoing schedule of activities, provided to the City Building & Zoning Dept. at the outset and as revised on an ongoing basis. This schedule must demonstrate that available parking shall serve programmed activities, and such activities shall only occur if adequate parking is available.

ATTACHMENT: APPLICATION JUSTIFICATION
 2012 STAFF REPORT



October 5th, 2016

Mr. Thad Crowe
City of Palatka – Planning and Zoning
201 N. 2nd Street
Palatka FL 32177

RE: PUD Rezoning Request for First Coast Technical Collage - 1001 Husson Ave., Palatka FL

Mr. Crowe:

The Putnam County School District, in conjunction with the St. Johns County School District and First Coast Technical Collage, are respectfully requesting a rezoning of the existing PUD for the property located at 1001 Husson Ave., Palatka FL. The modification to the existing PUD is to accommodate an evening Nursing class and an Adult Education class.

The request is to assist local adults that have day jobs further their education and carriers in the field of nursing. The Adult Education class is to assist local adults that work during the day obtain their GED's. The nursing program consists of one (1) staff person and up to 20 students. Classes are in the evenings during the week until no later than 10:00pm and every other weekend from 8:00am to 5:00pm. The adult education program consists of one (1) staff person and up to 20 students. Classes are in the evenings during the week until no later than 7:00pm.

With this, we are respectfully requesting that the back gate to the old bus loop from Cleveland Avenue be allowed to be reopened to allow for student parking during hours that students are on campus. Now that the campus is again a school and occupied, there are safety concerns as far as traffic flowing around the campus between buildings and on the grass due to the current PUD and access to the campus.

Your assistance with this is greatly appreciated. Please feel free to contact me if you have any questions or need any additional information.

Sincerely,

Scott Gattshall
Facilities Supervisor
Putnam County School District
Cell 386-937-6070

c: file

Case 11-43 1001 Husson Ave.
Request to Amend Comprehensive Plan Map from RL to PB, and
Rezone to from R-1A to PUD

Applicant: James Padgett on behalf of Putnam County School District

STAFF REPORT

DATE: March 27, 2012

TO: Planning Board members

FROM: Thad Crowe, AICP, Planning Director

APPLICATION REQUEST

To amend Comprehensive Plan Future Land Use Map (FLUM) from RL (Residential Low Density) to PB (Public Buildings and Grounds and rezone from R-1A (Residential, Single Family) to PUD (Planned Unit Development). Required public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet).



Figure 1:
Property
Location

APPLICATION BACKGROUND

The Putnam County School Board made the decision to close the elementary school at this location due to declining enrollment in April, 2009, and in August of that year decided to use the facility for district offices and other functions. The complex was re-utilized for offices, training and for the District's warehousing function, which had formerly taken place at the Matthews Storage warehouse on Reid St. The property is referred to as the Annex in this report.

Schools are allowed by Conditional Use in residential land use and zoning districts (current schools predate this requirement and are considered legal nonconforming uses). The cessation of the school use and commencement of the office/warehouse activity constituted a violation of the Comprehensive Plan and Zoning Code. The principal office use of the property, with accessory uses of training and warehousing, requires nonresidential land use and zoning. School District staff have stated that at the time this change occurred they were not aware of the violation. The description of the RL FLUM category in the Comprehensive Plan's Future Land Use Element notes that lands within this land use category are "intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density." While schools are considered to be compatible with residential uses, office and warehouse uses are not.

Prior to this Planning Director's tenure, this property was included in a list of "housekeeping" comprehensive plan amendments developed last year by the former Director. At their June, 2011 meeting the Planning Board considered this and other amendments for School District properties that were designed to create Comprehensive Plan Map conformance, with school and other public properties to receive the PB (Public Buildings and Facilities) land use designation. At this meeting residents living near the Annex voiced objections to the land use change for the subject property and the Board voted to remove this property from the recommended list of FLUM changes that went on to the City Commission for consideration. Therefore the FLUM amendment that would have been the first step to legitimize the warehouse use went no further.

Shortly before the Planning Board action a formal Code Enforcement complaint was received on June 1, 2011 regarding the School District warehouse at 1001 Husson Ave. Staff visited the site on June 20th and observed that the site was being used for warehouse purposes. On that day an 18-wheeler and a smaller delivery truck were both parked in the driveway in front the building that faces Husson Ave. and Prosper St. and workers were unloading trucks using forklifts. This activity was occurring within around 130 feet of adjacent single-family homes along Prosper St. and the noise of the truck's idling engines and the beeping of a forklift was easily heard from those properties. There was also a sign in front of the building noting "School District Warehouse."

After reviewing applicable codes, Staff sent two code violation notice letters to the School District (see attached Aug. 5 & Aug 8, 2011 letters) and set a 60-day time period in which the School District either had to cease the warehouse use or file land use amendment and rezoning applications to allow the Annex activities. The School District's attorney filed an application for FLUM amendment to PB and a rezoning application to Planned Unit Development. The PUD zoning was chosen in order to provide the opportunity to reach agreement with the neighborhood on how the Annex might continue to operate with specific conditions of approval. At the time of application Staff was in the process of amending the Zoning Code to allow PUDs in a wider range of land use categories including PB and also to revise the PUD standards to provide for higher

quality development and neighborhood protection. The applications remained in a pending status and the code violations were stayed until the PUD changes were adopted by the City Commission on March 8, 2012. At that time the applications were scheduled for public hearings.

Public participation has been an important part of this process. Residents have attended Planning Board and City Commission meetings regarding the original Annex FLUM change and changes to the PUD standards. Twelve residents provided input at a meeting with the Mayor and Staff on July 28th, 2011 and following that meeting residents met with the Mayor and School Superintendent twice, once on the property. The Mayor, Planning Director, School District Facilities Director, and School District Attorney met with residents on February 27, 2012 – a letter noticing this meeting was sent to all property owners within 400 feet of the Annex. A final follow-up meeting was held on March 26, 2012 to present draft PUD conditions to residents. Meeting notes are attached with this report.

PROJECT ANALYSIS

This property is located in the Husson Ave. corridor in the southwestern part of the City, and comprises a full block bounded by Husson Ave. to the west, Prosper St. to the north, Cleveland Ave. to the east, and Twigg St. to the south.



*Figure 2 (above): Complex from north/Prosper St. – warehouse is to left, offices to right
Figure 3 (below): Complex from south, looking up Husson Ave. – training center in foreground*



Table 1: Use Classifications

| Property | FLUM | Zoning | Existing Use |
|-------------------|---|------------------------------------|---|
| Site | RL (Residential, Low Density) | R-1A (Residential, Single-Family) | School District Annex |
| Property to North | RL (Residential, Low Density) | R-1A (Residential, Single-Family) | Single-family residences |
| Property to South | RL (Residential, Low Density) | R-1A (Residential, Single-Family) | Single-family residences |
| Property to West | RH (Residential, High Density) PB (Public Buildings & Grounds) | R-3 (Residential, Multiple-Family) | Grand Pines Apts. Barry Manor Retirement Villas Moseley Elementary School |
| Property to East | RL (Residential, Low Density) | R-1A (Residential, Single-Family) | |



Figure 4 (above): Adjacent Prosper St. Residences from front of Warehouse

Figure 5 (below): 18-wheeler Parked in Front of Warehouse as Seen from Prosper St. residences



The Moseley Warehouse is in the RL (Residential, Low Density) comprehensive plan map (land use) category and the R-1A (Single-Family Residential) zoning district. As a standalone use the warehouse use would require the more intensive OPF (Other Public Facilities) or IN (Industrial) FLUM category. (Lands within the OPF category are intended for use as “potable water, sanitary sewer treatment facilities, transportation, stormwater/drainage control structures, etc.”) However as an accessory use to the main office use, the warehouse use is allowed in the COM or PB category, the latter being preferable as it is intended for public uses like a School District-owned facility.

Once within the PB FLUM category, the facility would require either the PBG-1 zoning accompanied by a conditional use for outdoor (warehouse activities), PBG-2 zoning which allows as permitted uses “public use and/or public service activities which are of a more intense level than the PBG-1 district,” or a PUD zoning classification. A PUD is a “negotiated”/customized zoning district that could provide for special provisions that addressed neighborhood concerns.

The issue of compatibility between the Annex and surrounding residential uses is important and should be defined and compared with other nonresidential uses. The compatibility of schools and residences is attributable to the connection of such facilities with surrounding neighborhoods. Neighborhood children often walk to school and residents view schools as familiar neighborhood institutions and as a public good, benefiting from the green space that school facilities provide. While hundreds of people travel to and spend time at schools, most of these aren’t driving and therefore traffic does not impact residential neighborhoods the way that commercial or industrial uses of a comparable size and scale would. The traffic that does occur is limited to peak hour times in the morning and mid-afternoon, and by 3:00 PM and over the weekend schools are empty and quiet, while many other commercial uses continue to function.

More specifically, the following additional elements are accepted elements of compatibility, some of which are more measurable than others.

- Development and building scale
- Vehicle and pedestrian impact
- Visual, noise, and other sensory impacts (noise, glare, odor)
- Aesthetic considerations
- Psychological factors
- Property values

The table below compares the school use and the annex use in regard to compatibility factors.

Table 2: Compatibility Table

| Compatibility Indicator | School Use | Annex Use |
|--------------------------|--|--|
| Scale | Same | |
| Vehicle trips - daily | 388 ¹ – concentrated at AM & PM peak hours | 125 ¹ occurring throughout the day |
| Pedestrian trips - daily | 36 ¹ | 0 ¹ |
| Employees/Students | 60/400 | 25/0 |
| Visual impacts | Bldgs/Grounds, School Buses, vehicles, employees, students | Bldgs/Gounds, vehicles, employees, 18-wheelers & delivery trucks |
| Aesthetic considerations | Neighbors do not seem to have concerns | Trucks and unloading present an industrial appearance that is out of context with neighborhood |
| Psychological factors | Neighbors view as positive neighborhood institution | Neighbors view warehouse use negatively, while not objecting to office & training use |
| Property values | Unknown | |

1. based on March 7, 2012 traffic counts and estimates by Staff – each trip is a round trip

Based on the comparison above the inference can be made that while a school use might present higher traffic impacts and have the appearance and impacts that are out of scale with a residential area, these factors are outweighed by positive perceptions of residents. However the warehouse use presents aesthetic and psychological impacts that negatively affect the neighborhood. Industrial activities such as the unloading of 18-wheelers and forklift loading, however sporadic these might be, are objectionable to residents. Another factor of neighborhood concern is the cut-through traffic on Prospect St. and Twigg St. by employees and visitors of the Annex, some of whom are traveling from Beasley Middle School two blocks to the west or are just avoiding Crill Ave. traffic when traveling from the downtown administration building or other areas. The point was made at one of the neighborhood meetings that while employees and students travel to a school in the morning and leave in the mid-afternoon and the time period between arrival and departure is relatively quiet with most in the schools staying on site, a use like the Annex generates traffic throughout the day that winds through the neighborhood. Now that the Annex functions as a use disconnected from the neighborhood, the traffic issues are amplified.

Future Land Use Analysis

F.S. 163-3187 provides amended criteria for consideration of small scale comprehensive plan amendments under, shown in italics below (staff response follows each criterion, and comprehensive plan extracts are underlined). Please note that while this property exceeds the small-scale amendment threshold of 10 acres, F.S. 163.3187(c)4 provides a Rural Economic Development Incentive for amendments that are up to 20 acres (the property is 12.4 acres in size).

Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.

The application is in keeping with the following objective and policies (underlined) of the comprehensive plan, and does not conflict with other plan elements.

Goal 1 9J-5.006(3)a; F.S.187.201(16)3

Preserve and protect the City's natural resources and quality of life by establishing a pattern of development that is harmonious with the City's natural environment and provides a desired lifestyle for City residents.

Staff Response: the residents living near the Annex have framed their objections to the Annex as quality of life issues and have made the case that this use is not harmonious with the surrounding neighborhood. School District staff have made the case that the use is less intense than the former school use due to the relatively small number of people working on this site and lower traffic levels, particularly school bus traffic and loading/unloading. The compatibility table presented in this report indicates that aesthetic and psychological impacts are the basis of the lack of harmony between the Annex use and surrounding residential uses.

Policy A.1.8.1 9J-5.006(3)(c)5

The Land Development Regulations shall include alternative available land use control techniques and programs such as Planned Unit Developments. Planned Unit Developments may be used to protect safety restricted or environmentally sensitive areas but also may be used to increase the potential for developing water/sewer systems and more effective drainage systems. PUDs also shall benefit from the potential of receiving "density bonuses" for incorporating benefits which serve a public good into the development (See Policy A.1.9.3.8 Overlays).

Staff Response: while parts of this policy are unclear ("protect safety restricted"), one can glean from this that PUDs provide an alternative development agreement intended to benefit the public. The proposed PUD

presents a dual public good of allowing a public function that saves taxpayer dollars while providing mitigation annexation impacts to the surrounding neighborhood.

Policy A.1.9.3

Land Development Regulations adopted, to implement this Plan shall be based on the following land use standards:

A. Land Use Districts

5. Public Buildings and Grounds (11 acres)

Lands designated in this category of use include a broad variety of public and quasi-public activities such as schools, churches, government buildings, hospitals, etc. The intensity of development in this land use category, as measured by impervious surface, shall not exceed 65 percent. The maximum height shall not exceed 40 feet.

Staff Response: this land use category is suitable for the Annex uses. Development on the property does not exceed the impervious surface and height limitations above.

Provide analysis of the availability of facilities and services.

Staff Response: The property is in close proximity to a range of urban services and infrastructure.

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 Response: not applicable as the site is developed.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Response: not applicable, as this is to be determined at the next revision of the overall Comprehensive Plan.

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 Response: the Annex's location within the City's urbanized area ensures that urban services are available and provides a centralized location for the County school system. This use does not represent urban sprawl.

Rezoning Analysis

Per Section 94-38 of the Zoning Code, the Planning Board must study and consider the proposed zoning amendment in relation to the following criteria, which are shown in *italics* (staff response 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 Response: as noted in the FLUM amendment analysis, rezoning to allow the Annex uses perpetuates a certain level of disharmony between this use and surrounding uses, the mitigation of which can be achieved through PUD conditions.

b. The existing land use pattern.

Staff Response: the school was more compatible with the adjacent residential neighborhood than the Annex uses due to neighborhood connections and the positive perception of the institution by nearby residents. Husson Ave. is an appropriate location for a more intense use like the Annex as it is a collector road with moderate traffic levels and higher density development, but the other adjacent streets are residential in nature and are not appropriate for nonresidential development.

c. Possible creation of an isolated district unrelated to adjacent and nearby districts.

Staff Response: this criterion is not necessarily problematic when applied to a PUD and a public use. A PUD is often by its nature an isolated district due to the need to fashion a customized development plan that allows unrelated uses to co-exist in a harmonious manner. Public uses are also often isolated uses as they occur relatively infrequently and are not always grouped together.

d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

Staff Response: the site is currently underutilized, with relatively low traffic and other impacts.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Response: The proposed boundaries, which comprise a city block, are appropriate.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Response: School District staff have stated that the warehouse use at this location is necessitated by the lack of state funding, which is a product of changed conditions attributable to the economic slowdown.

g. Whether the proposed change will adversely influence living conditions in the neighborhood.

Staff Response: Staff recognizes the adverse impacts of the existing facility and believes that there are PUD development controls that can at least partially mitigate such impacts. Such controls can include restricting delivery access to the facility to Husson Ave. and moving warehouse activities away from adjacent residences.

h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

Staff Response: as noted in the compatibility table, traffic for the Annex is less than that of a school or a nonresidential development on property of this size. However employee parking in particular noticeably impacts surrounding residential streets throughout the workday due to the main parking area entrance to the rear of the property on Cleveland St. This is a difficult problem to solve as replacing the Cleveland St. access with Husson Ave. access with a new driveway from the latter street is hampered by the presence of buildings along this street and the permitted stormwater retention area in the southwest part of the site. Putting a driveway from Husson Ave. through this part of the complex would require expensive site and building retrofitting and would present a hazard to pedestrians within the complex. The School District has proposed a future access point, unfunded at this point, from Twigg St. to the south, but this would present similar impacts to adjacent residences. The most feasible driveway route from Husson Ave. would be to use the northwest parking lot to access the unpaved driveway that runs behind and east of Building # 2 (warehouse). While preferable to the last two options this is a circuitous route with grade changes.

i. Whether the proposed change will create a drainage problem.

Staff Response: no drainage problem exists on the site and with no new development planned; no future drainage problems are anticipated.

j. Whether the proposed change will seriously reduce light and air to adjacent areas.

Staff Response: as no new development is planned no impacts in this area will occur.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Response: some nearby residents have expressed concerns that the Annex could affect their property values. There are instances where intensive uses have negative effects on residential property values, but Staff has no documentation indicating impacts to property values from this use.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Response: one can only speculate if the Annex will inhibit property improvement in the area due to the negative perception of the warehouse use.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Response: the intent of the PUD is to meet the needs of the School District while mitigating impacts on the surrounding neighborhood, the result of which would not be a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Response: only single-family homes would be allowed under the existing zoning. A substantial public investment has been made to the property in the form of a facility that can only be used as a school or as the Annex use of offices, training, and warehouse activities.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Response: as a school the facility met the needs of the neighborhood and the City, but as an office, training, and warehouse complex the property has no ties with the neighborhood.

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: School District staff have stated that no other school-owned facilities can allow for the warehouse function without considerable expense of public funds. Prior to the warehouse use at this location the School District storage occurred at a private facility at a cost exceeding \$60,000 per year.

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: not applicable.

CONCLUSIONS AND STAFF RECOMMENDATIONS

The plan amendment and rezoning applications are at odds with several key criteria in the preceding analysis. Residents have identified the warehouse use specifically as an activity that is not harmonious or compatible with the quality of life of their residential neighborhood. However the large size of the property and location along a collector road provides some potential to re-locate problematic warehouse activities and accompanying traffic. It is also evident that changed conditions in the form of funding shortages attributable to the worsening economy have made it difficult for the School District to change the location of the warehouse function without substantial expenditures of public funds.

Based on the analysis of this report Staff has concluded that without development standards that mitigate impacts of this use, the request should not be approved due to the incompatibility of the use with the surrounding neighborhood. However Staff believes that such impacts are reduced with conditions that work to divert traffic and the warehouse function away from adjacent residences. Staff recommends approval with the following conditions as proposed by School District staff as shown in italics below.

The School District previously took the following steps to address neighbor concerns, and these activities shall continue to occur as a requirement of the PUD:

- 1. Discontinued locating surplus vehicles on property.*
- 2. Discontinued locating surplus sales on property.*
- 3. Reworded all signs, including front sign, from "Putnam County School District Warehouse" to "Putnam County School District Annex".*
- 4. Limited use of front paved area (along Prospect St).*
- 5. Muted forklift alarm to the OSHA minimum sound level.*
- 6. Upgraded alarm system to avoid false alarms.*
- 7. Removed unused surplus play area along Prospect St.*
- 8. Purchased storage shed, placed behind warehouse.*
- 9. Modified schedules for deliveries.*
- 10. Fenced in lawn crew's equipment and trailers with high privacy fence.*
- 11. Limited items stored in halls (only in case of emergency).*

The following are additional conditions of the PUD.

- 12. All delivery trucks shall enter and exit the facility from Husson Ave.*
- 13. The School District Annex is to be utilized primarily for school district offices and training, with accessory and ancillary uses of a warehouse and storage of equipment and materials for the District's custodial and landscaping maintenance functions. The use of a school is also allowable.*
- 14. It is the intent of the School District to continue the warehouse use as an interim use, and when funding becomes available, the use shall be relocated to another property. The warehouse use shall cease within 60 months of adoption of this ordinance.*
- 15. Building uses and all other activities are limited to what is shown on site plan.*
- 16. Operations limited to Monday-Friday, 7 AM to 6 PM, except that training activities may occasionally occur on the weekend.*
- 17. All outdoor storage shall be fenced or screened from view from adjacent public rights-of-way.*
- 18. The PUD should allow for a pocket park that would include playground equipment, picnic tables, and an informal ball field. Additional uses and location of such a pocket park would be determined at a future date following meetings with neighbors in the vicinity of the site.*
- 19. Existing trees on the site shall be preserved.*

Staff is supportive of these conditions with the exception of # 12 and 14 above. Condition 12 merely requires delivery from Husson Ave. which would continue the practice of truck unloading in close proximity to Prosper St. residences. Furthermore with the understanding that the trucks cannot use Prosper St. they would then have to back out onto Husson Ave., which is a safety problem. Staff believes that the goal of moving the warehouse function away from residential areas would be accomplished by conducting unloading in the loop driveway that is adjacent to Building # 6 (see Figure 4 below). Staff can then move materials with the forklift internally through the building complex along the sidewalks located on the south side of each building, a practice that Staff has observed on several site visits. Condition # 14 provides what seems like an overly long (5-year) time period for cessation of the warehouse use. Staff recommends a shorter time period with the requirement that the School District then justify an extension based on ongoing budget problems.

Finally Staff recognizes the impact of employee traffic on the surrounding neighborhood and the potential solution of limiting access to a driveway from the northwest parking lot to the rear parking area, as discussed in Rezoning Criterion h. and shown in Figure 6 on the next page. However at this time site and budget constraints make this option impractical, but it should be re-examined at the time the School District applies for extension of the warehouse use, should the City require such an extension application as described in revised condition # 14 below.

Staff recommends approval of the land use amendment and also of the PUD rezoning with the previously stated conditions and with the revision of Conditions # 12 and 14 as follows, along with a new Condition # 20.

- 12. All delivery trucks shall enter and exit the facility from Husson Ave. using the loop driveway adjacent to Building # 6. No parking of non-delivery vehicles shall be allowed within this loop driveway. A sign shall be placed at the loop driveway entrance directing such delivery.
- 14. It is the intent of the School District to continue the warehouse use as an interim use, and when funding becomes available, the use shall be relocated to another property. The warehouse use shall cease within ~~60-24~~ months of adoption of this ordinance, with the ability to apply to the Planning Board for not more than two 16 month extensions with conclusive findings by the Board that specific circumstances prevents relocation of the warehouse use and that the interim use as approved is not negatively impacting the neighborhood.
- 20. At the time of the first extension request the Board shall also evaluate the replacement of the Cleveland St. vehicle entrance with a Husson Ave. entrance and driveway.

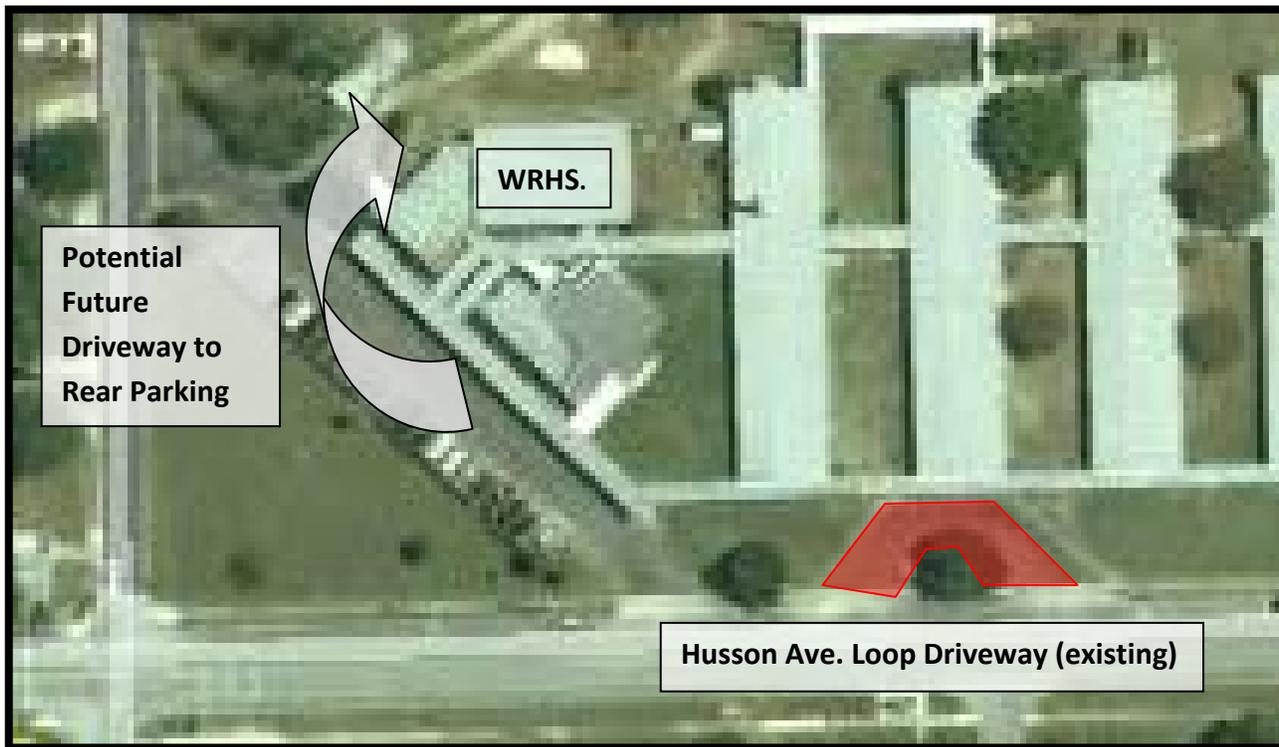
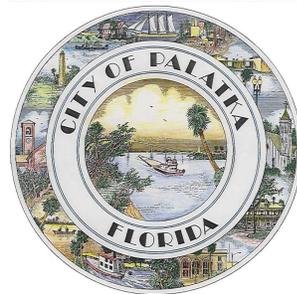


Figure 6: Recommended Current Delivery Location and Potential Future Employee Access

- ATTACHMENTS:
- FUTURE LAND USE AND ZONING MAP
 - BUILDING LAYOUT MAP
 - APPLICATION PROJECT NARRATIVE
 - AUG. 5 & 8 LETTERS TO SUPERINTENDANT
 - NEIGHBORHOOD MEETING NOTES

CITY OF PALATKA
PLANNING BOARD MINUTES
December 6, 2016



Members present: Chairman Daniel Sheffield, Vice-Chairman George DeLoach, Earl Wallace, Edie Wilson, Joseph Petrucci, Anthony Harwell, and Ed Killebrew. Staff present: Planning Director Thad Crowe, Recording Secretary Karen Gilyard, and City Attorney Donald Holmes.

Chairman Sheffield explained appeal procedures and requested that Board members express any ex-parte communication prior to hearing each case.

Chairman Sheffield asked for an approval of minutes from September 6, 2016 and November 1, 2016 meeting. Motion made by George DeLoach to approve the minutes, seconded by Edie Wilson. All present voted affirmative and motion was approved unanimously.

OLD BUSINESS:

- Case 16-40** Request for final plat for subdivision – tabled from the August 2nd 2016 meeting.
Location: Parcels #04-10-26-0000-0010-0000; 04-10-26-0000-0021-0000; 04-10-26-0000-0021-0030; 04-10-26-0000-0010-0030; 09-10-26-0000-0030-0000; and 09-10-26-0000-0010-0021 (a.k.a. a portion of Putnam Co. Business Park).
Applicant: Putnam County Port Authority/Brian Hammons, Putnam Co. Planning Director

Chairman Sheffield introduced the item and recognized Mr. Crowe. Mr. Crowe said the Applicant wanted to table the discussion once again. Mr. Crowe advised the Board that he explained that the Board has the right to table the discussion again or end it. Mr. Crowe advised the Board to only table it for one more month. The Applicant would have to start the process over again when ready.

Chairman Sheffield asked the Board if they wanted to table the discussion for another month.

Motion made by George DeLoach and seconded by Joseph Petrucci to table the request until the next regular meeting for the last time. All present voted affirmative and motion was approved unanimously.

NEW BUSINESS:

- Case 16-57** Request for annexation, rezoning to C-1 (General Commercial), and future land use map amendment to COM (Commercial)
Location: 3803 and 3805 Crill Ave. and 102 Highlawn Ave.
Applicant: Richard Johnson

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for annexation, rezoning to C-1 (General Commercial), and future land use map amendment to COM (Commercial). Mr. Crowe identified the location as a 2/3-acre property which includes two parcels. The property has frontage on three streets (Crill, Highlawn, & 1st Ave). 3803 Crill Ave, the interior lot, is undeveloped. 3805 Crill/102 Highlawn is one parcel with an office building on Crill and a residence behind it fronting on Highlawn. Mr. Crowe then narrated a power point presentation:

- Property is in county commercial FLUM (UR) & Zoning (C-1, General Comm.)
 - Segment of Crill from Westover to SR 19 – transitioning to County & mixed Residential Commercial to City & Commercial
 - Voluntary annexation intended to connect to city water & sewer (runs down 1st Ave)
- Annexation criteria are met
- Contiguous and compact
- FLUM criteria are met
- In established commercial corridor with both city and county commercial designations

- Close proximity to urban services – Water & Sewer along 1st St
 - Does not represent urban sprawl
 - No grant of special privilege
- Rezoning criteria are met
- In established commercial corridor with City And County Commercial Zoning
 - No isolated zoning district created
 - Infrastructure capacity available (Roads & Utilities)
- Recommend approval of annexation and change to COM FLUM & C-1 zoning

Mr. Crowe summarized that as demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of Case # 16-57, including the annexation, amendment of Future Land Use Map category to COM (Commercial), and rezoning to C-1 (General Commercial) for 3803 and 3805 Crill Ave. and 102 Highlawn Ave.

Chairman Sheffield asked Mr. Crowe if the zoning would not allow automotive should as gas stations. Mr. Crowe responded it would not allow automotive repair or sales, but would allow gas stations and convenience stores. Chairman Sheffield asked Board members if they had any questions for Mr. Crowe. Hearing none, Chairman Sheffield opened the meeting to the public and asked if anyone wanted to address the board. No one commented. Chairman Sheffield closed the public meeting. Chairman Sheffield asked the Board members if they were ready for a motion.

Motion made by Joseph Petrucci and seconded by Ed Killebrew to approve the request as recommended by Staff. Motion carried unanimously.

Case 16-58 Request for substantive change to approved PUD (Planned Unit Development/Neighborhood Commercial) for Adult Education (Putnam County School District)
Location: 1001 Husson Ave.
Applicant: Scott Gattshall

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for annexation all of the property in to city's limits and to zone to C-1 (General Commercial), and future land use map amendment to COM (Commercial) Mr. Crowe then narrated a power point presentation.

CURRENT PUD

- Allows school, admin. Offices, & training (warehouse & groundskeeping operations now gone)
- Operations limited to 7 am to 6 pm
- School District has authorized 1st Coast Technical Institute to hold evening classes at this location

PUD MODIFICATION REQUEST

- Allow night school use- up to 10 pm & 8 am to 5 pm every other weekend
- Open up rear gate to Cleveland Ave. to allow for easier access to rear parking lot

ISSUES

- Potential parking shortage
- Traffic impact of opening rear Cleveland Ave. Gate
- Unscreened dumpster

- 56 parking places (21 in Husson/Prosper lot with ability to add 9 more parallel spaces to old bus dropoff lane, 20 in rear lot, and six in Husson loop)
- Proposed expansion – up to 80 students & teachers on site
- Parking not sufficient
- 2 parking lots not connected, reducing parking efficiency and requiring navigation of bumpy dirt driveway or leaving campus to drive around block
- Possible overflow parking across Husson at Moseley Elementary
- Lots of room on property for additional parking; but...
- Zoning code does not allow non-hard surfaced parking (due to erosion & dust impacts)
- Compromise – PUD can provide flexibility to allow for pervious parking

Staff recommends approval of the substantive change to this approved Planned Unit Development, Case# 16-58, with the following conditions as the Applicant's responsibility, unless otherwise indicated:

1. Along with current allowable uses, allow night classes ending by 10 PM and weekend classes between 8 AM and 5 PM
2. Screen dumpster with wood privacy or stockade fencing on three sides, with swing gate on fourth side that does not face residences or public rights-of-way.
3. Open Cleveland Ave. gates for vehicle entry and exit between 7 AM and 10:30 PM; **OR**
4. Continue blocking of Cleveland Ave. gate and require internal driveway access to rear parking lot (from Husson/Prosper parking lot).
5. Restriped faded parking lot spaces;
6. Provide for at least 15 new parking spaces adjacent to or in the vicinity of the rear parking;
7. Allow for future paved areas to be pervious paver material, with at least 40% of pervious pavement being hard-surfaced, and such areas regularly maintained/vacuumed to ensure proper drainage;
8. Prohibit parking on non-paved areas such as gravel, mulch, etc., as set forth in Zoning Code to reduce erosion and fugitive dust;
9. Planting of hedge and understory trees spaced minimum of 20 feet apart along Cleveland Ave. right-of-way, between Kate and Prosper Streets, to buffer the rear parking lot from Cleveland Ave. residences;
10. Erect picket fence or other similar/simpler fence type not to exceed four feet in height) along the driveway, and around the parking area to prevent grass parking and limit Cleveland vehicular impact;
11. Erect signs (and enforce) parking only in striped spaces in rear parking lot; and
12. Erect sign directing overflow cars to Husson/Prosper parking lot.
13. City to put no parking signs along Cleveland – the grass strip is too narrow for parking and such parking would impact nearby residences, and this area needs to be utilized for landscaping.
14. Required parking may be reduced by the commitment of overflow parking spaces at Moseley Elementary School, if Staff confirms that excess parking is available and accessible, and there is signage directing visitors to such overflow parking.
15. Improvements shall be completed within six months of the approval date.
16. To ensure adequate parking for activities, the School District will coordinate with the First Coast Technical Institute to develop an ongoing schedule of activities, provided to the City Building & Zoning Dept. at the outset and as revised on an ongoing basis. This schedule must demonstrate that available parking shall serve programmed activities, and such activities shall only occur if adequate parking is available.

Chairman Sheffield asked Mr. Crowe is there a time limit on his talks with the School Board on this issue. Mr. Crowe explained to the Board that if School District Facilities Director Scott Gattshall and he could have about a week or two to talk they could come to an agreement on the parking. Chairman Sheffield also asked for Mr. Crowe to summarize the number of parking spaces do they have or how many they need. Mr. Crowe answered that there was 51 paved spaces, and the Applicant was asking for 15 addition spaces in the rear.

Chairman Sheffield asked the PB if they had any questions for Mr. Crowe. Mr. Wallace asked Mr. Crowe the night class consisted of nursing and what else? Mr. Crowe answered G.E.D classes. Mr. Harwell asked Mr. Crowe what consisted with joining the two parking lots together. Mr. Crowe answered that this could be done by paving the dirt driveway that currently connects them. Mr. Petrucci asked if the gate off of Husson Ave. would be assessable instead of opening back up the Cleveland St. gate. Mr. Crowe said that would be a question for Mr. Gattshall, but from his understanding the School Board didn't want to use that gate for 1st Coast Technical College activities, just for the School Board employees. Mr. Petrucci asked if putting the parallel parking spaces on Husson Ave. would impact the bus coming from Moseley Elementary School. Mr. Crowe answered that it was not a problem the spaces aren't new they just need to be repainted. Mr. Killebrew added that the buses would not be impacted because the bus loop is in the back of Moseley and they don't use Husson

Ave. Mr. Killebrew asked if the back gate was closed because the neighborhood complaining about the big trucks being present in the early morning and most of the day when it was being used as a warehouse. Mr. Crowe explained that it was not the back gate on Cleveland Ave. but was the front gate off of Prosper St. & Husson Ave where the truck activity was. Mr. Wallace added that the last time it came before the Board the issue was the noise the big semi-trucks were making. Mr. Killebrew asked if it was the south end where current School District employees are now parking. Mr. Crowe replied that this was correct. Mr. Killebrew asked if the School District was going to put pervious or paved parking in that area. Mr. Crowe answered that he thinks that the School District wanted to continue parking on the grass but that would be a question for Mr. Gattshall.

Chairman Sheffield said that he thought it was time to open the meeting to the public so that the Board could speak to Mr. Gattshall. Mr. Scott Gattshall, 4400 14th Place, Gainesville, Florida, introduced Frank McElroy, Administrator of Operations for 1st Coast Technical College (FCTC). Mr. Gattshall said that the School District is working in conjunction with the St. Johns County School District, which now administers FCTC. FCTC has moved from their Comfort Rd. location to the Husson Ave. site. Mr. Gattshall said their primary purpose was not to address parking issue but to extend the hours of operation so that FCTC could resume night class, and to also utilize the back gate on Cleveland. They are trying to limit the cost and if they have to use tens of thousands of taxpayer dollars on parking this funding would not be available for other programs for FCTC students. Currently FCTC uses most of the campus for their daytime classes and the School District is using one wing and the media center as a training facility. The School District is not looking to change or improve the current grass parking for their employees, but just to accommodate parking needs of FCTC. The School District has already put in \$1.5 million dollars in renovation into that campus for the Adult Ed. Program for FCTC. Mr. Gattshall said that to be frank, the School District doesn't have \$200,000 to put in a new parking lot around the PCSD training center for School District Employees. Mr. Gattshall also stated that he didn't understand the problem with reopening the Cleveland St. gate because back years ago when it was used as an elementary school there were 20 buses using that entrance twice a day, and also 30-40 teachers driving in and out of that same area a day through that gate and parking on the grass. So that this point all the School District is asking for is to extend the hours and opening of the gate on Cleveland St.

Chairman Sheffield thanked Mr. Gattshall for his comments. He noted that closing the gate on Cleveland St. was for the neighborhood to keep the traffic down in the residential neighborhood, for the quality of life of the neighborhood. He said that if you join the two parking lots together there would not be a need to open that gate on Cleveland St., but he senses that the School District is resistant to that due to the cost. Mr. Gattshall stated more of a safety precaution due to the narrowness of the driveway. Mr. McElroy added that if they join the front and back parking lot that it would be tight fit between two buildings. They have talked to Architect Bob Taylor who said he could come up with a functional design that will work, but it's really tight. Mr. Gattshall added that there enough State funds complete the driveway improvement.

Chairman Sheffield asked Mr. McElroy if he said Bob Taylor was the School District's architect in this matter. Mr. McElroy answered yes. Chairman Sheffield told Mr. Holmes that he may have a conflict of interest because he was working for Mr. Taylor. Mr. Holmes said it would be wise for Chairman Sheffield to recuse himself to avoid the appearance of conflict. Chairman Sheffield stated with that being said he would recuse myself from this case and turn things over to Vice-Chairman George DeLoach.

Vice-Chairman DeLoach asked Board members if there were any questions. Mr. Petucci asked if there were any lights in that back parking lot for the nighttime students. Mr. McElroy answered yes and added only if more parking was provided in that back lot would more lighting be needed.

Mr. Harwell asked if the School District offices would be open 8:00 am to 11:00 pm or just normal business hours. Mr. Gattshall answered just normal eight hour day, usually 7:30 am to 3:30 pm. Mr. Harwell asked if the FCTC classes would be just in the day or just in the evening. Mr. McElroy said that it will be both. FCTC

classes have been operating since mid-spring with just day classes and shut down at 5pm because of the existing PUD prohibition of evening activities. Mr. Harwell asked if the students park on the south end of the campus or is it just the School District that uses this parking. Mr. McElroy answered that the students are currently parking on the north end parking lot (Prosper & Husson). Mr. Harwell asked so is the north parking area adequate for FCTC parking needs. Mr. McElroy answered that with the current number of students there is not a problem. He said he understood Mr. Crowe's concern for future growth and being able to meet increased parking needs. Mr. Harwell asked if there was enough parking on the south end of the campus where School District employees park in the grass for FCTC growth with students if need be. Mr. McElroy answered that there is a huge grass area on the south end of the campus with lots of room for parking. Mr. Harwell said he understood the difficulty of connecting the two north end parking lots together and noted that there could be just as much room on the south end for all parking. Mr. McElroy answered that all entire student parking could be accommodated on the south end in the grass, but he understood that Mr. Crowe's desire is for there to be paved or pervious pavement parking for the students. Mr. Crowe interjected and explained that it was not his desire but that what the Zoning Code requires. Mr. Harwell said he did not understand why add to parking on the north end of campus when there is all that room for parking on the south end of the campus. Mr. McElroy answered that if it would be a problem to reopen the back gate on Cleveland Ave. they could find a way around that, using the front north and south gate access. Mr. Gattshall said that if the students were to use the south gate to access the back parking lot that would be a long journey. Mr. Harwell stated that was not what he was getting at. Mr. DeLoach stated at he remember a time when it was Moseley Elementary and he had to drop off and pick his kids up from school there. It would be 80-100 cars going in and out of that back gate daily twice a day. So with that being said he didn't see a problem with that gate being open. Mr. Crowe responded that the gate was closed due to neighborhood opposition to the warehouse function. The neighbors were fine with the facility being a school, but not something else like warehouse and offices, and now that the gate has been closed for five years it would be a big change for the neighborhood to open it. Mr. Killebrew stated that it will be going back to a school, and asked where are most of the School District offices are located within the facility. Mr. Gattshall answered that the offices were in the south end of the campus along with the old media center, which is now the School District training center.

Mr. Petrucci asked how close the gate is to Kirby St. Mr. Crowe said there is a slight jog between the driveway and Kirby St., and that no headlights would shine into any homes leaving from that back parking lot at night. He stated that he would be reluctant to open the back gate for the evening or night classes.

Vice-Chairman DeLoach asked was there any more questions or comments from the public, and hearing none, closed the public hearing. Vice-Chairman DeLoach asked Board members if they had any questions before a motion was made. Mr. Killebrew asked was this advertised to the public. Mr. Crowe stated yes: letters was sent out to property owners within 150 feet of the property, a notice was run in the newspaper, and four signs were put on each frontage of the property.

Mr. Harwell asked Mr. Crowe what was his thought on utilizing the south end grass parking area. Mr. Crowe stated that as the Zoning Administrator, all he could do is interpret the code, which requires that all parking lots have paved or pervious pavement surfaces. Mr. Harwell asked Mr. Crowe if the current PUD excluded schools. Mr. Crowe stated no, schools were left as an allowed use in hopes that a school would come back.

Mr. Petrucci asked with FCTC wanting to start classes in January will there be any grace period for the parking lot to be ready. Mr. Crowe answered that the Board usually gives Applicants a six-month grace period to make required improvements.

Motion made by Joseph Petrucci and seconded by Ed Killebrew to approve the request as recommended by Staff, with the exception of the requirement that fencing be erected around the rear parking area and driveway. Motion carried unanimously.

Case 16-65 Request for Zoning Code change to allow changing signs in C-2 (General Commercial) zoning districts

Applicant: Chuck Knight Heritage Signs

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for Zoning Code change to allow changing signs in C-2 (General Commercial) zoning district. Mr. Crowe narrated a power point presentation.

CRITERION A: NEED & JUSTIFICATION FOR CHANGE

- Changing signs now only allowed in C-2 & PBG-1 zoning
- Standards are in place to limit visual impacts

- General Commercial zoning appropriate for such signs (Neighborhood Comm. would not be)

CRITERION B: COMPLIANCE WITH COMP PLAN & CODES

- Does not conflict with Plan & codes-

Mr. Crowe said that Staff recommends approval of Case 16-65 revising Zoning Code Section 94-148 (C-1 general commercial zoning district) as follows.

(a) through (f) – no change

(g) *Permitted signs*. Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Chairman Sheffield asked Board members if they had any questions for Mr. Crowe. Mr. Wallace asked what kind of signs are they? Mr. Crowe stated that they are changing signs, which includes manual and electronic signs. Mr. Wallace recalled that years ago the City didn't want signs that changed or flashed because it was a safety hazard. The School Board and other places around town installed electronic signs that contradicted this. Mr. Crowe answered that previous Planning Directors interpreted the Sign and Zoning Codes in a manner that if a specific sign type was not called out, then it was allowed. This is how the 12 or so electronic signs in the City were approved. At the direction of the Planning Board and City Commission, and over his objections due to safety and aesthetic problems, Mr. Crowe put into place a Code change that clarified electronic signs and allowed them in C-2 zoning, and later in PBG-1 zoning as well. The clarifications included standards that controlled sign brightness and intensity, for example prohibiting flashing and scrolling and establishing a minimum static display time of eight seconds. The business should give their sign programmer are of the specs for the city's code because essentially all this can be handle by the programmer. With the School Board I don't think they were aware of the Sign Code standards for electronic signs, but when contacted they got with their programmer and complied. Chairman Sheffield asked does the code specifically say eight seconds. Mr. Crowe answered yes.

Mr. Harwell asked was there really complaints about the signs? Mr. Crowe answered yes. Mr. Harwell asked what drove the complaint. Mr. Crowe stated someone bought it up in a public meeting.

Chairman Sheffield opened the meeting to the public. Chuck Knight, representing Heritage Signs, PO Box 2366 Green Cove Springs, Florida and Dr. John Milanick, 136 Richwood Dr. Palatka, Florida both introduced themselves. Mr. Knight said that they are here today asking to change the C-1 list of allowable signs to include changing signs. This will increase options for your business owners. Another justification is that manual changing signs are being discontinued due to the advancing technology and affordability of electronic signs.

Chairman Sheffield thanked Mr. Knight and asked Board members if they had any questions for Mr. Knight and Dr. Milanick. Mr. Harwell asked are these sign LED and is it text or graphic? Mr. Knight answered that they were LED electronic and are capable of a number of things including graphics and preprogram displays. He said that the City's ordinances have specific time changes and brightness standards. With such standards the sign software can be programed to dim down the brightness at night. The sign can be controlled at the site and by

broadband by Dr. Milanick at home if need be. Mr. Harwell asked would they all be standard text allowed in the C-1 zone without any graphics. Mr. Crowe answered that only text was allowed. Mr. Wallace asked if this was approved this will it just allow the text. Mr. Crowe answered yes. He added that the only area in town with much C-1 zoning is around the hospital so essentially it will allow the doctors' offices in that area to have electronic signs. Mr. Wallace commented that maybe the City should rename that street Blanding Blvd.

As there were no more questions or statements from the public, Chairman Sheffield closed the public hearing. **Motion** made by Mr. DeLoach and seconded by Mr. Killebrew and Mr. Petrucci to approve the request as recommended by staff, and the motion carried 6 to 1, with Mr. Wallace voting against it. Chairman Sheffield told Mr. Knight that this will have to go before the City Commission and tonight's decision is only a recommendation.



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Zoning Code Section 94-148 to allow changing signs (electronic and manual) in the C-1 general commercial zoning district - 2nd Reading, Adopt

SUMMARY:

Changing signs are currently allowed in C-2 (Intensive Commercial) and PBG-1 (Public Buildings and Grounds) zoning districts. Staff and the Planning Board recommend allowing such signs in the C-1 zoning district, which will allow the medical offices in the Zeagler Dr/Crill Ave. area (where most of the City's C-1 zoning is found) to utilize such signs.

RECOMMENDED ACTION:

Adopt ordinance allowing changing signs in the C-1 (General Commercial) zoning district.

ATTACHMENTS:

| Description | Type |
|--------------------------|-----------------|
| ▫ Ordinance | Ordinance |
| ▫ Staff Report | Backup Material |
| ▫ Planning Board Minutes | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|----------------------|
| Planning | Crowe, Thad | Approved | 1/11/2017 - 2:52 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 10:34 AM |

ORDINANCE NO. 17 -

**AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA AMENDING ZONING
CODE SECTION 94-148 TO ALLOW
CHANGING SIGNS IN C-1 DISTRICTS;
PROVIDING FOR SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, application has been made by the Building and Zoning Department, to the City for certain amendments to the Zoning Code 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 December 6, 2016, and two public hearings before the City Commission of the City of Palatka on January 12, 2017 and January 26, 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 CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. Section 94-148 shall be amended as follows with the following revision:

Section 94-148 - C-1 general commercial district:

(a) through (f): no changes

(g) *Permitted signs.* Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of January, 2017.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

STAFF REPORT

DATE: November 17, 2016

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to allow changing signs in the C-1 (General Commercial) zoning district.

APPLICATION BACKGROUND

Zoning Code Sec. 94-149(g) allows the following types of signs in the C-2 zoning district: wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, and projecting signs. Changing signs, which include signs with both manual and electronic changing copy, are not allowed. Changing signs are only allowed in the C-2 (Intensive Commercial) and PBG-1 (Public Buildings and Grounds) zoning districts.

PROJECT ANALYSIS

Changing signs are defined in the Sign Code as noted below.

Changing sign means a sign such with changing messages that are manually or electronically controlled to display public service time, temperature and date, game statistics and information on a scoreboard, and public and emergency services messages on a message center or reader board. Changing signs are allowed as permitted in chapter 62 and chapter 94.

The Sign Code provides for the following standards for changing signs.

(a) Changing sign size shall not exceed 36 square feet in size, except that scoreboards may be up to 200 square feet in size. Scoreboards in excess of 200 square feet may be approved by grant of variance.

(b) Electronic Changing signs shall display a message for at least eight seconds.

(c) Electronic Changing sign light emanation shall not exceed 0.3 footcandles measured from a preset distance that shall be determined by the following formula: Measurement distance the square root of the following: the area of sign square feet multiplied by 100.

(d) Electronic Changing signs shall automatically adjust the sign's brightness in direct correlation with ambient light conditions and no scrolling, flashing, or other movement shall be allowed other than change of image.

(e) Scoreboards are allowed in association with private or public ballfields, including school and park facilities.

These standards were derived with the intention of limiting brightness and driver distraction in general, and to limit potential negative impacts that could be associated with large electronic signs.

The Applicant has requested a Zoning Code change to allow changing signs also in C-1 (General Commercial) zoning.

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: changing signs are already allowed in C-2 and PBG-1 zoning districts. The above-referenced standards referenced provide reasonable limitations on such signs to reduce driver distraction and aesthetic impacts. While Staff would not recommend changing signs in the C-1A (Neighborhood Commercial) zoning district due to the typical close proximity of residences, the General Commercial zoning district is appropriate for such signs.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: The change is not in conflict with the goals, objective, and policies of the Comprehensive Plan and other city ordinances and regulations.

STAFF RECOMMENDATION

Staff recommends approval of Case 16-65 revising Zoning Code Section 94-148 (C-1 general commercial zoning district) as follows.

(a) through (f) – no change

(g) *Permitted signs.* Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

CITY OF PALATKA
PLANNING BOARD MINUTES
December 6, 2016



Members present: Chairman Daniel Sheffield, Vice-Chairman George DeLoach, Earl Wallace, Edie Wilson, Joseph Petrucci, Anthony Harwell, and Ed Killebrew. Staff present: Planning Director Thad Crowe, Recording Secretary Karen Gilyard, and City Attorney Donald Holmes.

Chairman Sheffield explained appeal procedures and requested that Board members express any ex-parte communication prior to hearing each case.

Chairman Sheffield asked for an approval of minutes from September 6, 2016 and November 1, 2016 meeting. Motion made by George DeLoach to approve the minutes, seconded by Edie Wilson. All present voted affirmative and motion was approved unanimously.

OLD BUSINESS:

- Case 16-40** Request for final plat for subdivision – tabled from the August 2nd 2016 meeting.
Location: Parcels #04-10-26-0000-0010-0000; 04-10-26-0000-0021-0000; 04-10-26-0000-0021-0030; 04-10-26-0000-0010-0030; 09-10-26-0000-0030-0000; and 09-10-26-0000-0010-0021 (a.k.a. a portion of Putnam Co. Business Park).
Applicant: Putnam County Port Authority/Brian Hammons, Putnam Co. Planning Director

Chairman Sheffield introduced the item and recognized Mr. Crowe. Mr. Crowe said the Applicant wanted to table the discussion once again. Mr. Crowe advised the Board that he explained that the Board has the right to table the discussion again or end it. Mr. Crowe advised the Board to only table it for one more month. The Applicant would have to start the process over again when ready.

Chairman Sheffield asked the Board if they wanted to table the discussion for another month.

Motion made by George DeLoach and seconded by Joseph Petrucci to table the request until the next regular meeting for the last time. All present voted affirmative and motion was approved unanimously.

NEW BUSINESS:

- Case 16-57** Request for annexation, rezoning to C-1 (General Commercial), and future land use map amendment to COM (Commercial)
Location: 3803 and 3805 Crill Ave. and 102 Highlawn Ave.
Applicant: Richard Johnson

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for annexation, rezoning to C-1 (General Commercial), and future land use map amendment to COM (Commercial). Mr. Crowe identified the location as a 2/3-acre property which includes two parcels. The property has frontage on three streets (Crill, Highlawn, & 1st Ave). 3803 Crill Ave, the interior lot, is undeveloped. 3805 Crill/102 Highlawn is one parcel with an office building on Crill and a residence behind it fronting on Highlawn. Mr. Crowe then narrated a power point presentation:

- Property is in county commercial FLUM (UR) & Zoning (C-1, General Comm.)
 - Segment of Crill from Westover to SR 19 – transitioning to County & mixed Residential Commercial to City & Commercial
 - Voluntary annexation intended to connect to city water & sewer (runs down 1st Ave)
- Annexation criteria are met
- Contiguous and compact
- FLUM criteria are met
- In established commercial corridor with both city and county commercial designations

- Close proximity to urban services – Water & Sewer along 1st St
 - Does not represent urban sprawl
 - No grant of special privilege
- Rezoning criteria are met
- In established commercial corridor with City And County Commercial Zoning
 - No isolated zoning district created
 - Infrastructure capacity available (Roads & Utilities)
- Recommend approval of annexation and change to COM FLUM & C-1 zoning

Mr. Crowe summarized that as demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of Case # 16-57, including the annexation, amendment of Future Land Use Map category to COM (Commercial), and rezoning to C-1 (General Commercial) for 3803 and 3805 Crill Ave. and 102 Highlawn Ave.

Chairman Sheffield asked Mr. Crowe if the zoning would not allow automotive should as gas stations. Mr. Crowe responded it would not allow automotive repair or sales, but would allow gas stations and convenience stores. Chairman Sheffield asked Board members if they had any questions for Mr. Crowe. Hearing none, Chairman Sheffield opened the meeting to the public and asked if anyone wanted to address the board. No one commented. Chairman Sheffield closed the public meeting. Chairman Sheffield asked the Board members if they were ready for a motion.

Motion made by Joseph Petrucci and seconded by Ed Killebrew to approve the request as recommended by Staff. Motion carried unanimously.

Case 16-58 Request for substantive change to approved PUD (Planned Unit Development/Neighborhood Commercial) for Adult Education (Putnam County School District)
Location: 1001 Husson Ave.
Applicant: Scott Gattshall

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for annexation all of the property in to city's limits and to zone to C-1 (General Commercial), and future land use map amendment to COM (Commercial) Mr. Crowe then narrated a power point presentation.

CURRENT PUD

- Allows school, admin. Offices, & training (warehouse & groundskeeping operations now gone)
- Operations limited to 7 am to 6 pm
- School District has authorized 1st Coast Technical Institute to hold evening classes at this location

PUD MODIFICATION REQUEST

- Allow night school use- up to 10 pm & 8 am to 5 pm every other weekend
- Open up rear gate to Cleveland Ave. to allow for easier access to rear parking lot

ISSUES

- Potential parking shortage
- Traffic impact of opening rear Cleveland Ave. Gate
- Unscreened dumpster

- 56 parking places (21 in Husson/Prosper lot with ability to add 9 more parallel spaces to old bus dropoff lane, 20 in rear lot, and six in Husson loop)
- Proposed expansion – up to 80 students & teachers on site
- Parking not sufficient
- 2 parking lots not connected, reducing parking efficiency and requiring navigation of bumpy dirt driveway or leaving campus to drive around block
- Possible overflow parking across Husson at Moseley Elementary
- Lots of room on property for additional parking; but...
- Zoning code does not allow non-hard surfaced parking (due to erosion & dust impacts)
- Compromise – PUD can provide flexibility to allow for pervious parking

Staff recommends approval of the substantive change to this approved Planned Unit Development, Case# 16-58, with the following conditions as the Applicant's responsibility, unless otherwise indicated:

1. Along with current allowable uses, allow night classes ending by 10 PM and weekend classes between 8 AM and 5 PM
2. Screen dumpster with wood privacy or stockade fencing on three sides, with swing gate on fourth side that does not face residences or public rights-of-way.
3. Open Cleveland Ave. gates for vehicle entry and exit between 7 AM and 10:30 PM; **OR**
4. Continue blocking of Cleveland Ave. gate and require internal driveway access to rear parking lot (from Husson/Prosper parking lot).
5. Restriped faded parking lot spaces;
6. Provide for at least 15 new parking spaces adjacent to or in the vicinity of the rear parking;
7. Allow for future paved areas to be pervious paver material, with at least 40% of pervious pavement being hard-surfaced, and such areas regularly maintained/vacuumed to ensure proper drainage;
8. Prohibit parking on non-paved areas such as gravel, mulch, etc., as set forth in Zoning Code to reduce erosion and fugitive dust;
9. Planting of hedge and understory trees spaced minimum of 20 feet apart along Cleveland Ave. right-of-way, between Kate and Prosper Streets, to buffer the rear parking lot from Cleveland Ave. residences;
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Chairman Sheffield asked Mr. Crowe is there a time limit on his talks with the School Board on this issue. Mr. Crowe explained to the Board that if School District Facilities Director Scott Gattshall and he could have about a week or two to talk they could come to an agreement on the parking. Chairman Sheffield also asked for Mr. Crowe to summarize the number of parking spaces do they have or how many they need. Mr. Crowe answered that there was 51 paved spaces, and the Applicant was asking for 15 addition spaces in the rear.

Chairman Sheffield asked the PB if they had any questions for Mr. Crowe. Mr. Wallace asked Mr. Crowe the night class consisted of nursing and what else? Mr. Crowe answered G.E.D classes. Mr. Harwell asked Mr. Crowe what consisted with joining the two parking lots together. Mr. Crowe answered that this could be done by paving the dirt driveway that currently connects them. Mr. Petrucci asked if the gate off of Husson Ave. would be assessable instead of opening back up the Cleveland St. gate. Mr. Crowe said that would be a question for Mr. Gattshall, but from his understanding the School Board didn't want to use that gate for 1st Coast Technical College activities, just for the School Board employees. Mr. Petrucci asked if putting the parallel parking spaces on Husson Ave. would impact the bus coming from Moseley Elementary School. Mr. Crowe answered that it was not a problem the spaces aren't new they just need to be repainted. Mr. Killebrew added that the buses would not be impacted because the bus loop is in the back of Moseley and they don't use Husson

Ave. Mr. Killebrew asked if the back gate was closed because the neighborhood complaining about the big trucks being present in the early morning and most of the day when it was being used as a warehouse. Mr. Crowe explained that it was not the back gate on Cleveland Ave. but was the front gate off of Prosper St. & Husson Ave where the truck activity was. Mr. Wallace added that the last time it came before the Board the issue was the noise the big semi-trucks were making. Mr. Killebrew asked if it was the south end where current School District employees are now parking. Mr. Crowe replied that this was correct. Mr. Killebrew asked if the School District was going to put pervious or paved parking in that area. Mr. Crowe answered that he thinks that the School District wanted to continue parking on the grass but that would be a question for Mr. Gattshall.

Chairman Sheffield said that he thought it was time to open the meeting to the public so that the Board could speak to Mr. Gattshall. Mr. Scott Gattshall, 4400 14th Place, Gainesville, Florida, introduced Frank McElroy, Administrator of Operations for 1st Coast Technical College (FCTC). Mr. Gattshall said that the School District is working in conjunction with the St. Johns County School District, which now administers FCTC. FCTC has moved from their Comfort Rd. location to the Husson Ave. site. Mr. Gattshall said their primary purpose was not to address parking issue but to extend the hours of operation so that FCTC could resume night class, and to also utilize the back gate on Cleveland. They are trying to limit the cost and if they have to use tens of thousands of taxpayer dollars on parking this funding would not be available for other programs for FCTC students. Currently FCTC uses most of the campus for their daytime classes and the School District is using one wing and the media center as a training facility. The School District is not looking to change or improve the current grass parking for their employees, but just to accommodate parking needs of FCTC. The School District has already put in \$1.5 million dollars in renovation into that campus for the Adult Ed. Program for FCTC. Mr. Gattshall said that to be frank, the School District doesn't have \$200,000 to put in a new parking lot around the PCSD training center for School District Employees. Mr. Gattshall also stated that he didn't understand the problem with reopening the Cleveland St. gate because back years ago when it was used as an elementary school there were 20 buses using that entrance twice a day, and also 30-40 teachers driving in and out of that same area a day through that gate and parking on the grass. So that this point all the School District is asking for is to extend the hours and opening of the gate on Cleveland St.

Chairman Sheffield thanked Mr. Gattshall for his comments. He noted that closing the gate on Cleveland St. was for the neighborhood to keep the traffic down in the residential neighborhood, for the quality of life of the neighborhood. He said that if you join the two parking lots together there would not be a need to open that gate on Cleveland St., but he senses that the School District is resistant to that due to the cost. Mr. Gattshall stated more of a safety precaution due to the narrowness of the driveway. Mr. McElroy added that if they join the front and back parking lot that it would be tight fit between two buildings. They have talked to Architect Bob Taylor who said he could come up with a functional design that will work, but it's really tight. Mr. Gattshall added that there enough State funds complete the driveway improvement.

Chairman Sheffield asked Mr. McElroy if he said Bob Taylor was the School District's architect in this matter. Mr. McElroy answered yes. Chairman Sheffield told Mr. Holmes that he may have a conflict of interest because he was working for Mr. Taylor. Mr. Holmes said it would be wise for Chairman Sheffield to recuse himself to avoid the appearance of conflict. Chairman Sheffield stated with that being said he would recuse myself from this case and turn things over to Vice-Chairman George DeLoach.

Vice-Chairman DeLoach asked Board members if there were any questions. Mr. Petucci asked if there were any lights in that back parking lot for the nighttime students. Mr. McElroy answered yes and added only if more parking was provided in that back lot would more lighting be needed.

Mr. Harwell asked if the School District offices would be open 8:00 am to 11:00 pm or just normal business hours. Mr. Gattshall answered just normal eight hour day, usually 7:30 am to 3:30 pm. Mr. Harwell asked if the FCTC classes would be just in the day or just in the evening. Mr. McElroy said that it will be both. FCTC

classes have been operating since mid-spring with just day classes and shut down at 5pm because of the existing PUD prohibition of evening activities. Mr. Harwell asked if the students park on the south end of the campus or is it just the School District that uses this parking. Mr. McElroy answered that the students are currently parking on the north end parking lot (Prosper & Husson). Mr. Harwell asked so is the north parking area adequate for FCTC parking needs. Mr. McElroy answered that with the current number of students there is not a problem. He said he understood Mr. Crowe's concern for future growth and being able to meet increased parking needs. Mr. Harwell asked if there was enough parking on the south end of the campus where School District employees park in the grass for FCTC growth with students if need be. Mr. McElroy answered that there is a huge grass area on the south end of the campus with lots of room for parking. Mr. Harwell said he understood the difficulty of connecting the two north end parking lots together and noted that there could be just as much room on the south end for all parking. Mr. McElroy answered that all entire student parking could be accommodated on the south end in the grass, but he understood that Mr. Crowe's desire is for there to be paved or pervious pavement parking for the students. Mr. Crowe interjected and explained that it was not his desire but that what the Zoning Code requires. Mr. Harwell said he did not understand why add to parking on the north end of campus when there is all that room for parking on the south end of the campus. Mr. McElroy answered that if it would be a problem to reopen the back gate on Cleveland Ave. they could find a way around that, using the front north and south gate access. Mr. Gattshall said that if the students were to use the south gate to access the back parking lot that would be a long journey. Mr. Harwell stated that was not what he was getting at. Mr. DeLoach stated at he remember a time when it was Moseley Elementary and he had to drop off and pick his kids up from school there. It would be 80-100 cars going in and out of that back gate daily twice a day. So with that being said he didn't see a problem with that gate being open. Mr. Crowe responded that the gate was closed due to neighborhood opposition to the warehouse function. The neighbors were fine with the facility being a school, but not something else like warehouse and offices, and now that the gate has been closed for five years it would be a big change for the neighborhood to open it. Mr. Killebrew stated that it will be going back to a school, and asked where are most of the School District offices are located within the facility. Mr. Gattshall answered that the offices were in the south end of the campus along with the old media center, which is now the School District training center.

Mr. Petrucci asked how close the gate is to Kirby St. Mr. Crowe said there is a slight jog between the driveway and Kirby St., and that no headlights would shine into any homes leaving from that back parking lot at night. He stated that he would be reluctant to open the back gate for the evening or night classes.

Vice-Chairman DeLoach asked was there any more questions or comments from the public, and hearing none, closed the public hearing. Vice-Chairman DeLoach asked Board members if they had any questions before a motion was made. Mr. Killebrew asked was this advertised to the public. Mr. Crowe stated yes: letters was sent out to property owners within 150 feet of the property, a notice was run in the newspaper, and four signs were put on each frontage of the property.

Mr. Harwell asked Mr. Crowe what was his thought on utilizing the south end grass parking area. Mr. Crowe stated that as the Zoning Administrator, all he could do is interpret the code, which requires that all parking lots have paved or pervious pavement surfaces. Mr. Harwell asked Mr. Crowe if the current PUD excluded schools. Mr. Crowe stated no, schools were left as an allowed use in hopes that a school would come back.

Mr. Petrucci asked with FCTC wanting to start classes in January will there be any grace period for the parking lot to be ready. Mr. Crowe answered that the Board usually gives Applicants a six-month grace period to make required improvements.

Motion made by Joseph Petrucci and seconded by Ed Killebrew to approve the request as recommended by Staff, with the exception of the requirement that fencing be erected around the rear parking area and driveway. Motion carried unanimously.

Case 16-65 Request for Zoning Code change to allow changing signs in C-2 (General Commercial) zoning districts

Applicant: Chuck Knight Heritage Signs

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request for Zoning Code change to allow changing signs in C-2 (General Commercial) zoning district. Mr. Crowe narrated a power point presentation.

CRITERION A: NEED & JUSTIFICATION FOR CHANGE

- Changing signs now only allowed in C-2 & PBG-1 zoning
- Standards are in place to limit visual impacts

- General Commercial zoning appropriate for such signs (Neighborhood Comm. would not be)

CRITERION B: COMPLIANCE WITH COMP PLAN & CODES

- Does not conflict with Plan & codes-

Mr. Crowe said that Staff recommends approval of Case 16-65 revising Zoning Code Section 94-148 (C-1 general commercial zoning district) as follows.

(a) through (f) – no change

(g) *Permitted signs*. Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Chairman Sheffield asked Board members if they had any questions for Mr. Crowe. Mr. Wallace asked what kind of signs are they? Mr. Crowe stated that they are changing signs, which includes manual and electronic signs. Mr. Wallace recalled that years ago the City didn't want signs that changed or flashed because it was a safety hazard. The School Board and other places around town installed electronic signs that contradicted this. Mr. Crowe answered that previous Planning Directors interpreted the Sign and Zoning Codes in a manner that if a specific sign type was not called out, then it was allowed. This is how the 12 or so electronic signs in the City were approved. At the direction of the Planning Board and City Commission, and over his objections due to safety and aesthetic problems, Mr. Crowe put into place a Code change that clarified electronic signs and allowed them in C-2 zoning, and later in PBG-1 zoning as well. The clarifications included standards that controlled sign brightness and intensity, for example prohibiting flashing and scrolling and establishing a minimum static display time of eight seconds. The business should give their sign programmer are of the specs for the city's code because essentially all this can be handle by the programmer. With the School Board I don't think they were aware of the Sign Code standards for electronic signs, but when contacted they got with their programmer and complied. Chairman Sheffield asked does the code specifically say eight seconds. Mr. Crowe answered yes.

Mr. Harwell asked was there really complaints about the signs? Mr. Crowe answered yes. Mr. Harwell asked what drove the complaint. Mr. Crowe stated someone bought it up in a public meeting.

Chairman Sheffield opened the meeting to the public. Chuck Knight, representing Heritage Signs, PO Box 2366 Green Cove Springs, Florida and Dr. John Milanick, 136 Richwood Dr. Palatka, Florida both introduced themselves. Mr. Knight said that they are here today asking to change the C-1 list of allowable signs to include changing signs. This will increase options for your business owners. Another justification is that manual changing signs are being discontinued due to the advancing technology and affordability of electronic signs.

Chairman Sheffield thanked Mr. Knight and asked Board members if they had any questions for Mr. Knight and Dr. Milanick. Mr. Harwell asked are these sign LED and is it text or graphic? Mr. Knight answered that they were LED electronic and are capable of a number of things including graphics and preprogram displays. He said that the City's ordinances have specific time changes and brightness standards. With such standards the sign software can be programed to dim down the brightness at night. The sign can be controlled at the site and by

broadband by Dr. Milanick at home if need be. Mr. Harwell asked would they all be standard text allowed in the C-1 zone without any graphics. Mr. Crowe answered that only text was allowed. Mr. Wallace asked if this was approved this will it just allow the text. Mr. Crowe answered yes. He added that the only area in town with much C-1 zoning is around the hospital so essentially it will allow the doctors' offices in that area to have electronic signs. Mr. Wallace commented that maybe the City should rename that street Blanding Blvd.

As there were no more questions or statements from the public, Chairman Sheffield closed the public hearing. **Motion** made by Mr. DeLoach and seconded by Mr. Killebrew and Mr. Petrucci to approve the request as recommended by staff, and the motion carried 6 to 1, with Mr. Wallace voting against it. Chairman Sheffield told Mr. Knight that this will have to go before the City Commission and tonight's decision is only a recommendation.



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Palatka Municipal Code Sec. 50-57 to add provisions allowing the issuance of a franchise license for selling or vending in city parks – 2nd Reading, Adopt

SUMMARY:

This is second reading/adoption of an ordinance amending Palatka Municipal Code, Chapter 50, Parks, Article II, Use and Conduct regulating selling and vending in City Parks. This inserts provisions to enable the City Commission to grant franchise licenses to individuals or businesses to allow selling or vending in City of Palatka parks.

RECOMMENDED ACTION:

Adopt on second reading an ordinance amending Municipal Code Sec. 50-57 adding provisions allowing the issuance of a franchise license for selling or vending in city parks

ATTACHMENTS:

| Description | Type |
|--------------------|-------------|
| ▫ Ordinance | Ordinance |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|----------------------|
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 12:13 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 12:13 PM |

ORDINANCE NO. 17 -

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 50, ARTICLE II OF THE PALATKA MUNICIPAL CODE AT SECTION 50-57 BY ALLOWING FOR THE SALE OF ARTICLES OR THINGS BY VENDORS WITHIN A PARK IF A FRANCHISE LICENSE FROM THE CITY IS FIRST OBTAINED; PROVIDING CONDITIONS, TERMS, AND LIMITATIONS OF SUCH FRANCHISES; PROVIDING FOR THE USE OF REVENUES GENERATED BY THE ISSUANCE OF FRANCHISE FEES; PROVIDING FOR CONFLICT OF LAWS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ordinances and Codes of the City of Palatka, Florida, prior to the passage of this Ordinance, prohibited all sale, offering for sale, or display, of services, articles, or things by any person within any City Park; and,

WHEREAS, it has been determined that it is in the best interest of the citizens of the City of Palatka to allow for the sale, or offering for sale, of articles, things, or services by vendors within City Parks, provided the activities and conduct of the vendors are controlled in a manner which is consistent with the purposes intended to be served by the Park and thereby enhances the quality of life and/or convenience of the Public; and,

WHEREAS, it has been determined that the granting of franchises to vendors seeking to sell or offer for sale articles, things, or services within a Park is one method of controlling the activities and conduct of vendors within or concerning City Parks which serves the best interests of the Public.

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

Sec. 1.1 Section 50-57 Amended: **Section 50-57** of the Code of Ordinances of the City of Palatka is hereby amended to read as follows:

Sec. 50-57- Selling or vending within City Parks

Sec. 1. No person in a park shall expose or offer for sale any article or thing, nor shall he station or place any stand, cart, or vehicle for the transportation, sale, or display of any such article or thing, without having first obtained a franchise license from the City.

Sec. 2. License required. Private vendors providing concession services in City parks may only do so by obtaining a franchise license agreement and paying a franchise license fee in accordance with the requirements of this section.

Sec. 3. Determination of City Commission. Upon a determination by the City Commission that the provision of any goods or services, including but not limited to instructional services, food, beverages, souvenirs, will be of use to park patrons or enhance and promote the City of Palatka as a unique community, or provide for the comfort in and enjoyment of the use of a particular park in question, the board may, at its discretion, provide for such services through its own employees or by entering into a franchise license agreement with a concessionaire selected in accordance with any applicable requirements of the Palatka Code of Ordinances and state law.

Sec. 4. Terms and conditions to be included in any concessionaire license. The terms and conditions of franchise license agreements may be negotiated between the applicants and the City, but shall at a minimum include the following:

- (a) The days and hours of operation as determined by the City to meet the needs of the park patrons.
- (b) A clear and specific description of the products that may be sold and controls and regulations with respect to the prices that may be charged as deemed necessary by the City.
- (c) Requirements with respect to the image, ambience, the condition of facilities and equipment made available by the City or furnished by the concessionaire, or quality of service required to reflect a favorable image of the City and provide for the health, safety and welfare of park patrons.
- (d) The fee required by the City to help defray the costs of operating and maintaining the City's parks. (Sec. 50-281, Special Events Fee Schedule)
- (e) Restrictions that strictly prohibit the transfer or assignment of any franchise license agreement except as may be approved within the sole discretion of the City Commission.
- (f) The rights of the parties to terminate the agreement with adequate notice so the City can provide for the continuation of services.

- (g) The right of the city to terminate the agreement as may be required for public convenience and necessity.
- (h) Requirements for submission of proof of insurance in suitable amounts and naming the City of Palatka as additional insured to cover any claims related to the concession.
- (i) Such other terms and conditions as the City Commission determines to be necessary, prudent and in the best interest of the City.

Sec. 5. Franchise licenses not disposition of surplus property. It is the policy and intent of the City Commission that any such franchise license agreement shall not be considered the sale, conveyance, leasing or other disposition of property not needed for City purposes as defined by applicable Florida Statutes.

Sec. 6. Revenues. All revenues derived from any franchise license fees where license fees or other charges are assessed against the concessionaire as a part of any agreement shall be deposited into the City's general fund and shall be in the manner determined by the City Commission for any legal and lawful purpose.

Sec. 7. Additional vending. In addition to regularly licensed concessionaires, vending of food, beverages or any other article shall be limited to special events and activities in accordance with established procedures and according to the terms and limitations of the special event permit. Special events or activities as used herein refers to fairs, festivals, league play or tournaments, and other activities or events of a unique, short-term or nonregular nature.

Sec. 8. Access to concession facilities. No concessionaire may install or operate any concession-related facility without the City's express prior approval, and installation or operation of such facility shall be conditioned on the concessionaire's providing the City with full access to such facility at any time.

Sec. 9. Existing agreements and permits. Any otherwise valid agreement, concession or permit existing on the date of adoption of this section shall not be impaired or altered and is hereby ratified and confirmed through its expiration.

Sec. 10. Conflicting Ordinances – To the extent of any conflict between the provisions of this Ordinance and the provisions of any existing Ordinances, this Ordinance shall prevail. Otherwise, all existing Ordinances shall remain in full force and effect.

Sec. 11. 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.

Sec. 12. Codification. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Sec. 5. Effective Date. This Ordinance shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on second reading this 26th day of January, 2017.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING/ORDINANCE - 203 Central Avenue - Planning Board
Recommendation to de-annex a portion of property - David J. Welch, Owner; Palatka Building & Zoning Dept., Applicant., - 1st Reading

SUMMARY:

This ordinance would de-annex this property from the City back into unincorporated Putnam County. This was a voluntary annexation initiated by the property owner and approved by the Commission in May of 2016. However due to an error on Staff's part, the annexation included a portion of the property that the property owner wanted to leave in the County. The Owner requested that this portion of the property be de-annexed, and Staff was obliged to do so, since the initial annexation of this property did not represent voluntary annexation.

RECOMMENDED ACTION:

Pass on first reading an ordinance de-annexing a portion of 203 Central Ave. (Lot 3) from the City back into unincorporated Putnam County.

ATTACHMENTS:

| Description | Type |
|--------------------------------|-----------------|
| ▣ Ordinance | Ordinance |
| ▣ Staff Report | Backup Material |
| ▣ Draft Planning Board Minutes | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|----------------------|
| Planning | Crowe, Thad | Approved | 1/13/2017 - 4:18 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 10:37 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 DE-ANNEXING FROM THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS THE SOUTHERN THIRD OF A PARCEL IDENTIFIED AS 203 CENTRAL AVENUE, LOCATED IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA, ALSO IDENTIFIED AS HIGHLAWN SUBDIVISION MB2 P49 BLOCK F LOT 3; 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: David J. Welch, and

WHEREAS, this petition requested annexation of the portion of 203 Central Avenue that only included Lots 1 and 2, but the application was processed to include Lot 3; and

WHEREAS, Lots 1, 2, and 3 were annexed into the City by ordinance on May 12, 2016; and

WHEREAS, the property owner did not wish to annex said Lot 3, and therefore the annexation of this land could not be considered to be a voluntary annexation; 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 de-annexed and removed from 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 removed from the corporate limits of the City of Palatka, Florida, said lands being described as follows:

DESCRIPTION OF PROPERTY:

HIGHLAWN S/D MB2 P49 BLK F, LOT 3 (south third of tax parcel # 11-10-26-3770-0060-0010), also known as 203 Central Ave., with Lot 3 being a 0.16-acre area of land.

Section 2: That a copy of this ordinance shall be sent to Municipal Code Corporation for inclusion in the City Charter.

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 May 12, 2016.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

STAFF REPORT

DATE: December 28, 2016

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To de-annex the southern third of 203 Central Ave. from County to City single-family residential designations. 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.

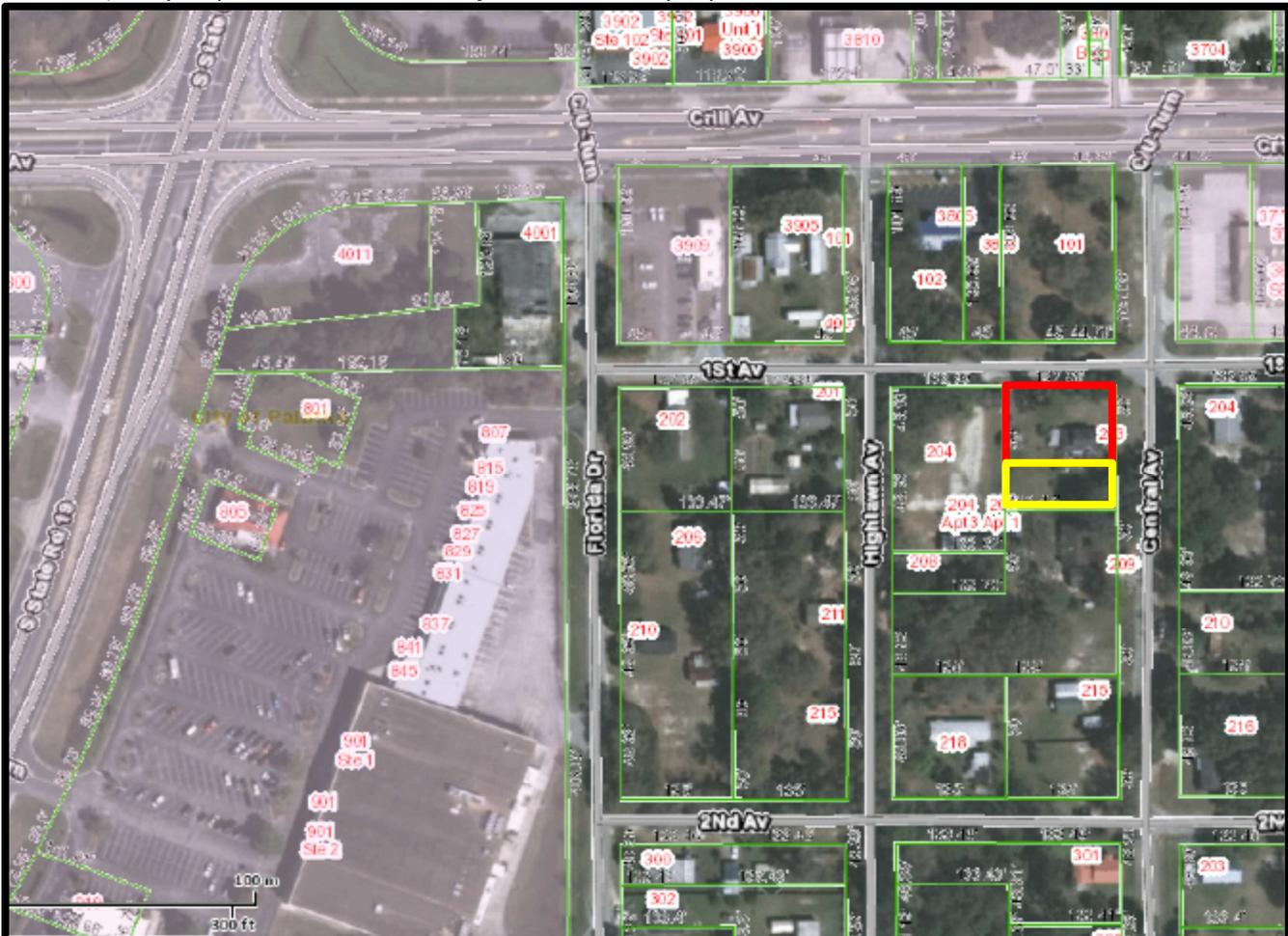


Figure 1: Site and Vicinity Map-red outlined area is property to stay annexed within the City, yellow outlined area is property to be de-annexed

APPLICATION BACKGROUND AND ANALYSIS

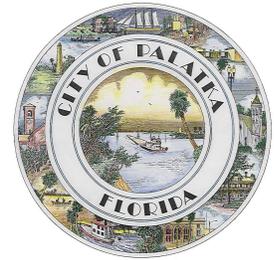
This property was recommended for annexation by the Board at their January 5, 2016 meeting, and the annexation was adopted by the City Commission on May 12, 2016. As Figure 2 shows, the Highlawn Subdivision includes 50-foot wide “lots” that were combined to create parcels of varying size. These smaller lots are not legal lots of record/parcels. In this case, Lots 1, 2, and 3 combine to create one legal lot of record known as 203 Central Ave., a parcel that has a home in the Lot 2 part of the parcel. The Applicant requested the annexation of Lots 1 and 2 only on his application. Staff assumed an error on the application as the whole parcel was not requested for annexation, and proceeded to annex the whole parcel. However Staff did not inform the Applicant of this, and after the annexation was finalized, the Applicant determined that the Lot 3 portion of the parcel had been annexed against his wishes. Staff did not find any criteria or rules which prohibited the reversal of the Lot 3 portion annexation, and the County expressed a willingness to accept the land back into the unincorporated County.

STAFF RECOMMENDATION

Staff recommends approval of de-annexing the Lot 2 portion of 203 Central Ave., land which comprises the south 50 feet of the parcel which is also known as Tax Parcel ID # 11-10-26-3770-0060-0010.



CITY OF PALATKA
PLANNING BOARD MINUTES
January 3, 2017



Case 16-69 Request for de-annexation of land.
Location: southern portion of 203 Central Ave. (Lot 3)
Applicant: Building & Zoning Dept.

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that the reason for this item was because of a clerical error by the planning division. Mr. Crowe narrated a power point presentation and provided staff recommendations, as follows:

This property was recommended for annexation by the Board at their January 5, 2016 meeting, and the annexation was adopted by the City Commission on May 12, 2016. The Highlawn Subdivision includes 50-foot wide "lots" that were combined to create parcels of varying size. These smaller lots are not legal lots of record/parcels. In this case, Lots 1, 2, and 3 combined to create one legal lot of record known as 203 Central Ave., a parcel that has a home in the Lot 2 part of the parcel. The Applicant requested the annexation of Lots 1 and 2 only on his application. Staff assumed an error on the application as the whole parcel was not requested for annexation, and proceeded to annex the whole parcel. However Staff did not inform the Applicant of this, and after the annexation was finalized, the Applicant determined that the Lot 3 portion of the parcel had been annexed against his wishes. Staff did not find any criteria or rules which prohibited the reversal of the Lot 3 portion annexation, and the County expressed a willingness to accept the land back into the unincorporated County. Staff recommends approval of de-annexing the Lot 2 portion of 203 Central Ave., land which comprises the south 50 feet of the parcel which is also known as Tax Parcel ID # 11-10-26-3770-0060-0010.

Chairman Sheffield asked the Board if they had any questions for Mr. Crowe. Chairman Sheffield asked Mr. Crowe if the county was willing to accept the lot back. Mr. Crowe replied yes. Mr. Harwell asked wouldn't the lot be non-conforming. Mr. Crowe said he wasn't sure with the county he knows not in the city. Mr. Holmes asked was it that much difference in the taxes on the lot with the city than the county that would make the owner wanted to move the lot back to the county. Mr. Crowe said he wasn't sure as the owner didn't say and just wanted that lot to be de-annexed from the city.

Chairman Sheffield asked was there any comments from the public. Hearing none, he closed the public meeting and asked the Board were they ready for a motion.

Motion made by Vice-Chairman DeLoach and seconded by Mr. Harwell to approve the request as recommended by Staff. Motion carried unanimously.



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE - Planning Board Recommendation to amend Zoning Code Section 94-200(e) to revise development and design standards for non-temporary outdoor sales uses - 1st Reading.

SUMMARY:

This is first reading of an ordinance that will amend the Zoning Code to revise existing development standards for non-temporary outdoor uses. Non-temporary outdoor uses include outdoor flea markets (but not Farmers Markets) and the sale of large items like sheds which are difficult to store indoors. Staff has interviewed outdoor sales businesses to determine how the standards could be modified to encourage such uses, while also maintaining the City's aesthetics and landscaping standards. Changes pertain to reducing required minimum size for office building, reducing required buffer plantings, reducing minimum parking requirements, and clarifying screening standards.

RECOMMENDED ACTION:

Pass on first reading an ordinance revising supplementary development and design standards for non-temporary outdoor sales uses in the C-2 zoning district.

ATTACHMENTS:

| Description | Type |
|--------------------------------|-----------------|
| ▣ Ordinance | Ordinance |
| ▣ Staff Report | Backup Material |
| ▣ Draft Planning Board Minutes | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|----------------------|
| Planning | Crowe, Thad | Approved | 1/13/2017 - 4:20 PM |
| City Clerk | Driggers, Betsy | Approved | 1/18/2017 - 10:39 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, REVISING ZONING
CODE ARTICLE III SUPPLEMENTARY
DISTRICT REGULATIONS FOR NON-
TEMPORARY OUTDOOR SALES; PROVIDING
FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on January 3, 2017 and two public hearings before the City Commission of the City of Palatka on January 26, 2017 and February 23, 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 CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. The following Zoning Code Sections shall be amended as follows.

Section 94-200. - Outdoor promotional sales, special event sales and the sale of seasonal or temporary goods and commodities other than farmer's markets.

(a) through (d) - no changes

(e) Non-temporary outdoor sales. Non-temporary outdoor sales are allowed as a principal use in the C-2 zoning district through the conditional use process in conjunction with a permanent enclosed structure that is minimum ~~1,500~~ 600 square feet in size and is used for storage of goods, sales and display area, office, restrooms, etc. The following standards shall be met:

a. Minimum lot size of 1.0 acres, with a minimum frontage of 200 feet and a minimum lot depth of 300 feet.

b. A ~~30~~ 20-foot setback is required from any right-of-way for outdoor display areas and parking areas, ~~and which shall be buffered by include~~ a landscaped buffer area ~~with a three to four-foot high visual screen consisting of a hedge, masonry wall, or wood or aluminum fencing,~~ that is maintained in a neat appearance. One shade tree every fifty feet is required to further screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the

controlling jurisdiction). Gaps of more than 50 feet without vegetative screening shall be planted with a centrally-located grouping of at least five shrubs or two understory trees.

- c. When adjacent to residential uses or zoning, six-foot high masonry wall, privacy fence, or hedge contained within thirty foot landscape buffer, and 100-foot setback from residential property lines.
- d. Adequate refuse containers must be provided and must be screened with a six-foot tall privacy fence with a swinging gate.
- e. All outdoor areas shall be cleaned of litter and refuse after each day of operation.
- f. Adequate restroom facilities must be provided.
- g. Sales may be operated by an individual vendor or by multiple vendors under the control of a central sales manager.
- h. One parking space for each vendor must be provided, with an additional space for every ~~300~~ 5,000 square feet of outdoor and indoor sales area, with a minimum of four spaces.
- i. Uses are subject to Sign Code. Signs are allowed for individual vendors and displays, limited to each display area and not more than 20 square feet in size. The following signs are prohibited: "human" signs, inflatable figures or objects, pennants and banners other than the allowance of two banners as defined in the Sign Code, snipe signs, and any other sign not allowed by the Sign Code.
- j. Display items are to be arranged in an organized and neat manner, on tables or racks, and may not be sold from vehicles.
- k. No automobiles, motorcycles, boats, or other motorized vehicles; heavy equipment; live animals; or personal services shall be offered for sale.
- l. The sale of perishable goods or produce is allowed with a limitation that sales area not exceed 30% of outdoor display area.
- m. All merchandise shall be brought into the building at the end of each business day except for larger items that are not easily moved, with such items being screened by temporary fencing or vegetation spaced around display areas that shall be maintained in an attractive and neat appearance.
- n. The conditional use site plan shall require at a minimum the following elements: access roads, entrances and exits, parking, traffic lanes, fire lanes, refuse containers, fences, buildings, restroom facilities, lighting, landscaping and other improvements as required.
- o. The conditional use site plan or narrative shall include verbiage regarding days and hours of operation; the means, such as stalls, tables or other structures by which

merchandise is to be displayed; and the specific types of goods requested for sale.

p. The Planning Board may assign additional restrictions and standards to the use to ensure that the conditional use criteria will be satisfied.

(f) no change

Section 2. Revised standards within this ordinance shall be applicable to previously approved and active non-temporary outdoor sales conditional use permits.

Section 3. 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 4. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 5. 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 23rd day of February, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Request to Amend Zoning Code

(Revisions to standards for non-temporary outdoor sales)

Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: December 28, 2016

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

This is a request to amend Zoning Code standards associated with non-temporary outdoor storage and sales. Public notice included newspaper advertisement.

APPLICATION BACKGROUND

The Board at its April, 2013 meeting recommended that non-temporary outdoor sales be allowed within C-2 zoning districts as a principal use, with the condition that there be a permanent building on the site that was at least 1,500 square feet in size. The code change included the following additional standards:

- a. *Minimum lot size of 1.0 acres, with a minimum frontage of 200 feet and a minimum lot depth of 300 feet.*
- b. *A 30-foot setback is required from any right-of-way for outdoor display areas and parking areas, and shall include a landscaped area with a three to four-foot high visual screen consisting of a hedge, masonry wall, or wood or aluminum fencing, maintained in a neat appearance. One shade tree every fifty feet is required to further screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the controlling jurisdiction).*
- c. *When adjacent to residential uses or zoning, six-foot high masonry wall, privacy fence, or hedge contained within thirty foot landscape buffer, and 100-foot setback from residential property lines.*
- d. *Adequate refuse containers must be provided and must be screened with a six-foot tall privacy fence with a swinging gate.*
- e. *All outdoor areas shall be cleaned of litter and refuse after each day of operation.*
- f. *Adequate restroom facilities must be provided.*
- g. *Sales may be operated by an individual vendor or by multiple vendors under the control of a central sales manager.*
- h. *One parking space for each vendor must be provided, with an additional space for every 300 square feet of outdoor and indoor sales area.*
- i. *Uses are subject to Sign Code. Signs are allowed for individual vendors and displays, limited to each display area and not more than 20 square feet in size. The following signs are prohibited: "human" signs, inflatable figures or objects, pennants and banners other than the allowance of two banners as defined in the Sign Code, snipe signs, and any other sign not allowed by the Sign Code.*

- j. Display items are to be arranged in an organized and neat manner, on tables or racks, and may not be sold from vehicles.*
- k. No automobiles, motorcycles, boats, or other motorized vehicles; heavy equipment; live animals; or personal services shall be offered for sale.*
- l. The sale of perishable goods or produce is allowed with a limitation that sales area not exceed 30% of outdoor display area.*
- m. All merchandise shall be brought into the building at the end of each business day except for larger items that are not easily moved, with such items being screened by fencing or vegetation that shall be maintained in an attractive and neat appearance.*
- n. The conditional use site plan shall require at a minimum the following elements: access roads, entrances and exits, parking, traffic lanes, fire lanes, refuse containers, fences, buildings, restroom facilities, lighting, landscaping and other improvements as required.*
- o. The conditional use site plan or narrative shall include verbiage regarding days and hours of operation; the means, such as stalls, tables or other structures by which merchandise is to be displayed; and the specific types of goods requested for sale.*
- p. The Planning Board may assign additional restrictions and standards to the use to ensure that the conditional use criteria will be satisfied.*

These standards were adopted by the City Commission.

Since that time, one non-temporary outdoor sales use was approved by conditional use permit, the Palatka Flea Market at 3523 Reid St. This business is no longer operating and the conditional use permit has expired. Earlier this year the Board approved a conditional use for a non-temporary outdoor sales use at 920 S. Moody St. Several potential shed sales businesses have considered this location, but were discouraged by the expense of the required connection to water and sewer. Staff has received feedback from shed sales businesses on how to revise the standards to better encourage such businesses, as outlined below.

Building size. Receiving a positive recommendation from the Board and Staff, the City Commission in 2013 amended the standards to reduce the minimum office building size for non-temporary outdoor sales uses from 1,500 to 1,200 square feet. Staff believes that the building size can be even smaller, as long as the use provides office and restroom space. Infrequent visitors and small staffing allows for a smaller building size. Staff recommends that the minimum building size be reduced to 600 square feet.

Minimum parking. The standards require one space per 300 square feet of sales display area, which is high for a use with infrequent visitation and small staffing. Staff has surveyed other jurisdictions and found a range of required parking ranging from one space per 1,000 SF of display area to over one space per 15,000 SF of display area. A reasonable standard would be in the middle of that range, at one space per 5,000 SF of display area (display area defined as shed footprint), and a minimum of four spaces.

Buffering. The current standards require a continuous hedge, wall, or fence along the rights-of-way and also one shade tree every 50 linear feet. Understanding that shed and other outdoor sales are often temporary and transitional uses that occur prior to the re-utilization of such properties for more permanent commercial usage, Staff accepts some relaxation of the buffering/landscape standards that do not diminish the overall intent of the Landscape Code, and proposes the following revision.

A ~~20~~ 30-foot setback is required from any right-of-way for outdoor display areas and parking areas, and outdoor display areas shall be buffered by a landscaped buffer area that is maintained in a neat appearance. One shade tree every 50 feet is required to screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the controlling jurisdiction). Gaps of more than 50 feet without vegetative screening shall be planted with a centrally-located grouping of at least five shrubs or two understory trees.

PROJECT ANALYSIS

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: this amendment would encourage new businesses and jobs within the City, while retaining Zoning Code standards that strive to improve the appearance of the City's commercial corridors.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: no specific Comprehensive Plan policies are applicable to this amendment and the amendment is not in conflict with the goals, objectives, and policies of the Comprehensive Plan. This amendment is in keeping with the goals, objectives, and policies of the Comprehensive Plan.

STAFF RECOMMENDATION

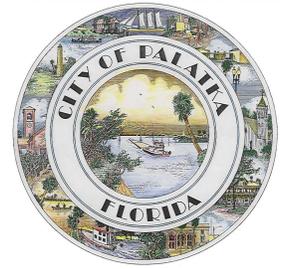
Staff recommends approval of Case 16-68 revising Zoning Code Section 94-200(e) as noted below.

- a. *Uses shall have a minimum 600 square foot office building.*
- b. *Minimum lot size of 1.0 acres, with a minimum frontage of 200 feet and a minimum lot depth of 300 feet.*
- c. *A 20 foot setback is required from any right-of-way for outdoor display areas and parking areas, and outdoor display areas shall be buffered by a landscaped buffer area that is maintained in a neat appearance. One shade tree every 50 feet is required to screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the controlling jurisdiction). Gaps of more than 50 feet without vegetative screening shall be planted with a centrally-located grouping of at least five shrubs or two understory trees.*
- d. *When adjacent to residential uses or zoning, six-foot high masonry wall, privacy fence, or hedge contained within thirty foot landscape buffer, and 100-foot setback from residential property lines.*
- e. *Adequate refuse containers must be provided and must be screened with a six-foot tall privacy fence with a swinging gate.*
- f. *All outdoor areas shall be cleaned of litter and refuse after each day of operation.*
- g. *Adequate restroom facilities must be provided.*

- h. Sales may be operated by an individual vendor or by multiple vendors under the control of a central sales manager.*
- i. One parking space for each vendor must be provided, with an additional space for every ~~300~~ 5,000 square feet of outdoor and indoor sales area, with a minimum of four spaces.*
- j. Uses are subject to Sign Code. Signs are allowed for individual vendors and displays, limited to each display area and not more than 20 square feet in size. The following signs are prohibited: "human" signs, inflatable figures or objects, pennants and banners other than the allowance of two banners as defined in the Sign Code, snipe signs, and any other sign not allowed by the Sign Code.*
- k. Display items are to be arranged in an organized and neat manner, on tables or racks, and may not be sold from vehicles.*
- l. No automobiles, motorcycles, boats, or other motorized vehicles; heavy equipment; live animals; or personal services shall be offered for sale.*
- m. The sale of perishable goods or produce is allowed with a limitation that sales area not exceed 30% of outdoor display area.*
- n. All merchandise shall be brought into the building at the end of each business day except for larger items that are not easily moved, with such items being screened by temporary fencing or vegetation spaced around display areas that shall be maintained in an attractive and neat appearance.*
- o. The conditional use site plan shall require at a minimum the following elements: access roads, entrances and exits, parking, traffic lanes, fire lanes, refuse containers, fences, buildings, restroom facilities, lighting, landscaping and other improvements as required.*
- p. The conditional use site plan or narrative shall include verbiage regarding days and hours of operation; the means, such as stalls, tables or other structures by which merchandise is to be displayed; and the specific types of goods requested for sale.*
- q. The Planning Board may assign additional restrictions and standards to the use to ensure that the conditional use criteria will be satisfied.*

CITY OF PALATKA PLANNING BOARD MINUTES

January 3, 2017



Members present: Chairman Daniel Sheffield, Vice-Chairman George DeLoach, Earl Wallace, Edie Wilson, Joseph Petrucci, Anthony Harwell, and Ed Killebrew. Staff present: Planning Director Thad Crowe, Recording Secretary Karen Gilyard, and City Attorney Donald Holmes.

Chairman Sheffield explained appeal procedures and requested that Board members express any ex-parte communication prior to hearing each case.

Chairman Sheffield asked for an approval of minutes from September 6, 2016 and November 1, 2016 meeting. Motion made by Vice-Chairman DeLoach to approve the minutes, seconded by Edie Wilson. All present voted in the affirmative and motion was approved unanimously.

Case 16-68 Request for text change to Zoning Code Sec. 94-200(e) for revisions of standards for non-temporary outdoor sales.

Applicant: Building and Zoning Dept.

Chairman Sheffield introduced the item and recognized Mr. Crowe.

Mr. Crowe explained that this request was for a text change to Zoning Code Sec. 94-200(e) for revisions of standards for non-temporary outdoor sales. Mr. Crowe then narrated a power point presentation including s He said that the Board at its April, 2013 meeting recommended that non-temporary outdoor sales be allowed within C-2 zoning districts as a principal use, with the condition that there be a permanent building on the site that was at least 1,500 square feet in size. The code change included the following additional standards:

- a. *Minimum lot size of 1.0 acres, with a minimum frontage of 200 feet and a minimum lot depth of 300 feet.*
- b. *A 30-foot setback is required from any right-of-way for outdoor display areas and parking areas, and shall include a landscaped area with a three to four-foot high visual screen consisting of a hedge, masonry wall, or wood or aluminum fencing, maintained in a neat appearance. One shade tree every fifty feet is required to further screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the controlling jurisdiction).*
- c. *When adjacent to residential uses or zoning, six-foot high masonry wall, privacy fence, or hedge contained within thirty foot landscape buffer, and 100-foot setback from residential property lines.*
- d. *Adequate refuse containers must be provided and must be screened with a six-foot tall privacy fence with a swinging gate.*
- e. *All outdoor areas shall be cleaned of litter and refuse after each day of operation.*
- f. *Adequate restroom facilities must be provided.*
- g. *Sales may be operated by an individual vendor or by multiple vendors under the control of a central sales manager.*

- h. One parking space for each vendor must be provided, with an additional space for every 300 square feet of outdoor and indoor sales area.*
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- l. The sale of perishable goods or produce is allowed with a limitation that sales area not exceed 30% of outdoor display area.*
- m. All merchandise shall be brought into the building at the end of each business day except for larger items that are not easily moved, with such items being screened by fencing or vegetation that shall be maintained in an attractive and neat appearance.*
- n. The conditional use site plan shall require at a minimum the following elements: access roads, entrances and exits, parking, traffic lanes, fire lanes, refuse containers, fences, buildings, restroom facilities, lighting, landscaping and other improvements as required.*
- o. The conditional use site plan or narrative shall include verbiage regarding days and hours of operation; the means, such as stalls, tables or other structures by which merchandise is to be displayed; and the specific types of goods requested for sale.*
- p. The Planning Board may assign additional restrictions and standards to the use to ensure that the conditional use criteria will be satisfied.*

These standards were later adopted by the City Commission.

Since that time, one operational non-temporary outdoor sales use was approved by conditional use permit, the Palatka Flea Market at 3523 Reid St. This business is no longer operating and its conditional use permit has expired. Earlier this year the Board approved a conditional use for a non-temporary outdoor sales use at 920 S. Moody St. Several potential shed sales businesses have considered this location, but were discouraged by the expense of the required connection to water and sewer. Staff has received feedback from shed sales businesses on how to revise the standards to better encourage such businesses, as outlined below.

Building size. Receiving a positive recommendation from the Board and Staff, the City Commission in 2013 amended the standards to reduce the minimum office building size for non-temporary outdoor sales uses from 1,500 to 1,200 square feet. Staff believes that the building size can be even smaller, as long as the use provides office and restroom space. Infrequent visitors and small staffing allows for a smaller building size. Staff recommends that the minimum building size be reduced to 600 square feet.

Minimum parking. The standards require one space per 300 square feet of sales display area, which is high for a use with infrequent visitation and small staffing. Staff has surveyed other jurisdictions and found a range of required parking ranging from one space per 1,000 SF of display area to over one space per 15,000 SF of display area. A reasonable standard would be in the middle of that range, at one space per 5,000 SF of display area (display area defined as shed footprint), and a minimum of four spaces.

Buffering. The current standards require a continuous hedge, wall, or fence along the rights-of-way and also one shade tree every 50 linear feet. Understanding that shed and other outdoor sales are often temporary and transitional uses that occur prior to the re-utilization of such properties for more permanent commercial usage, Staff accepts some relaxation of the buffering/landscape standards that do not diminish the overall intent of the Landscape Code, and proposes the following revision.

A ~~20~~ 30-foot setback is required from any right-of-way for outdoor display areas and parking areas, and outdoor display areas shall be buffered by a landscaped buffer area that is maintained in a neat appearance. One shade tree every 50 feet is required to screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the controlling jurisdiction). Gaps of more than 50 feet without vegetative screening shall be planted with a centrally-located grouping of at least five shrubs or two understory trees.

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

- a. The need and justification for the change. This amendment would encourage new businesses and jobs within the City, while retaining Zoning Code standards that strive to improve the appearance of the City's commercial corridors.
- b. Conformance to the comprehensive plan. The amendment is not in conflict with the goals, objectives, and policies of the Comprehensive Plan.

Mr. Crowe said that Staff recommended approval of Case 16-68 revising Zoning Code Section 94-200(e) as follows.

- a. *Uses shall have a minimum 600 square foot office building.*
- b. *Minimum lot size of 1.0 acres, with a minimum frontage of 200 feet and a minimum lot depth of 300 feet.*
- c. *A 20 foot setback is required from any right-of-way for outdoor display areas and parking areas, and outdoor display areas shall be buffered by a landscaped buffer area that is maintained in a neat appearance. One shade tree every 50 feet is required to screen activities (when power lines or other obstructions are present, understory trees may be utilized, or trees may be planted in the right-of-way with the approval of the controlling jurisdiction). Gaps of more than 50 feet without vegetative screening shall be planted with a centrally-located grouping of at least five shrubs or two understory trees.*
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- q. The Planning Board may assign additional restrictions and standards to the use to ensure that the conditional use criteria will be satisfied.*

Chairman Sheffield asked the Board if they had any questions for Mr. Crowe. Mr. Petrucci asked Mr. Crowe if it was a contradiction to require one parking space for each vendor must be provided, with an additional space for every 5,000 square feet of outdoor and indoor sales area, and also require a minimum of four spaces. Mr. Crowe answered that outside sales essentially requires at least four space, one being a handicap.

Mr. Wallace asked Mr. Crowe about the vendor parking requirement. Mr. Crowe said that this accommodates flea markets as well as the outdoor display aspect. If have a flea market with 10 vendors you have to have spaces for all those vendors and as well as if you have outdoor shed sales you would have to also have spaces for this.

Chairman Sheffield asked was there any comments from the public. Hearing none, he closed the public meeting. He asked the Board if they ready for a motion.

Motion made by Mr. Petrucci and seconded by Mr. Harwell to approve the request as recommended by Staff. Motion carried unanimously.



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION entering into a Franchise Agreement Agreement with Hertz Golf, LLC for the Palatka Municipal Golf Club and Restaurant - Adopt

SUMMARY:

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 which solicited proposals to purchase, lease or manage the Palatka Golf Club and Restaurant.

Hertz Golf, LLC has been under Temporary Contract to manage the Golf Club since October 1, 2016. With this action, the City will enter into a franchise agreement with Hertz Golf, LLC for the Palatka Golf Club, including the restaurant.

The Draft Franchise Agreement follows this Summary; the final version of the Agreement will be distributed prior to the 1/26/17 meeting.

Prior to this proposed Action, the City will adopt an ordinance tonight which will enable the City to enter into Franchise Agreements such as this.

RECOMMENDED ACTION:

Adopt a resolution entering into a Franchise Agreement Agreement with Hertz Golf, LLC for the Palatka Municipal Golf Club and Restaurant

ATTACHMENTS:

| Description | Type |
|-------------------------------------|-------------|
| ▢ Resolution | Resolution |
| ▢ Franchise DRAFT Agreement 1-19-17 | Exhibit |
| ▢ Franchise Agreement Exh A | Exhibit |
| ▢ Franchise Agreement Exh A-1 | Cover Memo |

REVIEWERS:

| Department | Reviewer | Action | Date |
|-------------------|-----------------|---------------|---------------------|
| City Clerk | Driggers, Betsy | Approved | 1/19/2017 - 2:40 PM |
| City Clerk | Driggers, Betsy | Approved | 1/19/2017 - 2:40 PM |

RESOLUTION No. 2016-12-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF A FRANCHISE
AGREEMENT 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 sale, lease or management 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 extended for an additional three months on 12/12/16; and

WHEREAS, the City of Palatka and Hertz Golf, LLC have come to an agreement on the terms of a Franchise Agreement between the parties for Palatka Municipal Golf Club, which includes the Restaurant at the Clubhouse; and

WHEREAS, the Palatka City Commission has determined entering into a Franchise Agreement with Hertz Golf, LLC for the Palatka Golf Club, including the Restaurant, 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 Franchise Agreement between Hertz Golf, LLC and the City of Palatka, attached hereto and incorporated by reference, is hereby approved;
2. That the City Manager and City Clerk are hereby authorized to execute and attest said Golf Course Franchise on behalf of the City of Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 26th day of January, 2017.

CITY OF PALATKA

By: Its MAYOR

FRANCHISE LICENSE AGREEMENT
for the
OPERATIONS, MANAGEMENT AND
MAINTENANCE OF PROPERTY at
CITY OF PALTKA MUNICIPAL GOLF COURSE

between

CITY OF PALATKA (CITY)

and

HEARTZ GOLF, LLC (AS LICENSEE)

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FRANCHISE LICENSE AGREEMENT

Between CITY OF PALATKA and HEARTZ GOLF, LLC

for the

OPERATIONS, MANAGEMENT AND MAINTENANCE OF PROPERTY at

CITY OF PALATKA MUNICIPAL GOLF COURSE

This **FRANCHISE LICENSE AGREEMENT** is made and entered into by and between the CITY OF PALATKA, a political subdivision of the State of Florida, hereinafter referred to as “**CITY**”, with offices located at 201 N. 2nd Street, Palatka, FL, 32177 and **HEARTZ GOLF, LLC**, whose address is 145 Brittany Lane, Palm Coast, FL 32137, hereinafter referred to as “**LICENSEE**.”

WHEREAS, CITY caused a public announcement to be made, distributed and published, requesting proposals for the competitive selection of a provider of operations, management and maintenance of property at the City of Palatka municipal golf course;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the Parties hereto as follows:

ARTICLE 1. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

1.1 Capital Improvements: Those renovation or construction activities to the property as set forth in **Article 11** of this Agreement.

1.2 Contract Manager: City Manager or designee will be ~~primary~~ contact in regard to the administration of this Agreement.

1.3 General Manager: LICENSEE’s full time staff person who oversees the operations, management and maintenance at the Property.

1.4 Gross Receipts: All monies paid or payable to or consideration of determinable value received by LICENSEE for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; except those revenues realized from the sale of retail merchandise in the Pro Shop, ~~and~~ Food & Beverage and golf lessons, provided, however, that any sales taxes imposed by law directly payable by LICENSEE to a taxing authority and sales refunds may be excluded therefrom.

1.5 Property: Refers to all land and buildings owned by CITY devoted to golf course activities at the City of Palatka Municipal Golf Course at 1715 Moseley Ave, Palatka, FL 32177 as more fully described in **Exhibit A**, Site Locations. Property shall include those restaurant facilities located within that building known as the “clubhouse”, and more particularly depicted within **Exhibit A-1**. However, Licensee’s possession and use of said restaurant facilities shall be

specifically governed by those conditions set forth in **Article 9.11**, including the amount of rent/fees to be paid by LICENSEE to the CITY for the possession, use, and operation of said restaurant facilities, which fees shall be separate and apart from those charges described in **Article 4.1** below.

1.6 Subcontractor: A person or entity who has a direct contract with LICENSEE to perform work or provide services related to this Agreement and/or the Property. The term “Subcontractor” is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 2. PURPOSE OF LICENSE AGREEMENT

2.1 To enhance and promote the City of Palatka as a unique community and provide for the comfort in and enjoyment of the use of the City's public golf course by its patrons, CITY hereby grants unto LICENSEE the right and privilege to provide CITY with exclusive golf course operations, management and maintenance services at the Property in accordance with the terms, conditions and limitations of this Agreement.

2.2 It is intended that LICENSEE increase public access and maintain competitive public golfing rates while maintaining building and land conditions at the Property described in **Exhibit A** in the same or better conditions they enjoy as of the date of this agreement, normal wear and tear excepted.

2.3 This Agreement and the rights and privileges granted to LICENSEE hereunder for full operations, management and maintenance of the public golf courses at the Property includes the sale of food and beverages and retail items and rental of specified equipment and are exclusive, except as follows:

- a. Except as specifically provided for herein with respect to LICENSEE'S use and operation of the Property under this Agreement, CITY shall at all times continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the Property. CITY agrees to consult with LICENSEE prior to making such determinations.

ARTICLE 3. AUTHORIZED USE OF THE PROPERTY

3.1 The Property shall be used only for the purpose of operating a golf course and for purposes normally incidental to the operation of golf courses and for no other purposes without the express written consent of CITY.

3.2 The offering of products, services or advertising shall be evaluated by CITY for their appropriateness and potential adverse effect on the environment, the community, and the customers. LICENSEE reserves the right to refuse permission for tournaments to be conducted by businesses, groups or organizations associated with subjects that conflict with the Parks and Recreation Department's mission of providing recreational opportunities to children and families, or are otherwise inconsistent with LICENSEE'S business reputation.

~~a. LICENSEE~~ a. LICENSEE acknowledges that CITY conducts periodic physical inventories and/or audits of its assets. LICENSEE shall, with reasonable notice, permit CITY to conduct such activities on the Property. A representative of the LICENSEE shall be available for consultation if requested. At least 24 hours advance notice will be provided by CITY to LICENSEE whenever possible.

b. Notwithstanding the forgoing, authorized CITY employees, representatives, contractors or agents reserve the right to inspect the premises and/or operations at any time with or without prior notice including all existing easements and rights of way, at all times for any CITY business reason.

ARTICLE 4. COMPENSATION

4.1 As compensation to the City, LICENSEE shall pay \$1 per year as rent to the CITY and in addition an amount equal to 20% of the annual gross receipts exceeding \$520,000 (Revenue Share). Of the Revenue Share, Fifty Percent (50%) shall be utilized ~~for Capital~~ for Capital Improvements as detailed in ~~ARTICLE Article~~ 11, with the remaining Fifty Percent (50%) being paid to the City's general fund for any lawful use as determined by the City Commission.

4.2 In addition to applicable sales tax, LICENSEE shall be solely responsible for reimbursing City for any ad valorem, rental or similar taxes levied upon the real estate subject to this Agreement and upon LICENSEE'S equipment or activities arising from this Agreement. LICENSEE shall pay all such taxes directly to the entity or agency assessing the taxes, unless CITY is required by law to collect and remit such taxes. Upon CITY'S request, LICENSEE shall provide CITY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the tax.

4.3 In the event LICENSEE fails to pay CITY any of the fees or charges due under the provisions of this Agreement, interest at one and one half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude CITY from terminating this Agreement for default, beginning procedures to collect, or pursue any other remedies as provided herein or by law. CITY'S acceptance of late payment of any fees or charges shall not constitute a waiver of CITY'S right to terminate this Agreement in the event of any subsequent default by LICENSEE in the payment of any fees or charges on the date the same shall be due and payable.

ARTICLE 5. PAYMENT

5.1 LICENSEE shall remit payments to the City of Palatka, Florida, on or before the twentieth (20th) business day of the following month (the Due Date), with interest accruing ten (10) calendar days thereafter.

5.2 Payment as used herein shall consist of the following elements:

- a. The compensation as defined in **Article 4.1**.
- b. Restaurant compensation as defined in **Article 9.4110a**.

- c. Reimbursement for any other expenses or costs defined in this Agreement.^[MR1]

ARTICLE 6. CASH HANDLING REQUIREMENTS

6.1 LICENSEE shall provide, operate and maintain point of sale reservations and tee time computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system is the responsibility of LICENSEE. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.

6.2 All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. LICENSEE shall provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

6.3 Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.

6.4 All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by LICENSEE.

ARTICLE 7. REPORTS, RECORDS, AUDIT

7.1 LICENSEE shall provide a monthly statement of income and a quarterly profit and loss statement, including rounds played and gross receipts, in a form acceptable to the CITY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the LICENSEE certifying to the accuracy of the report and gross receipts.

7.2 LICENSEE shall, at its own expense, obtain an annual audit of its financial statements, including an annual balance sheet and profit and loss statement, related to its management of CITY course under this Agreement. LICENSEE shall operate on the basis of a fiscal year which shall begin on October 1 and end on September 30 of each year. The parties recognize that since this Agreement commences on ~~February 1~~ January 31, 2017, the first annual audit shall cover only that portion of the fiscal year 2017 beginning January 31 ~~February 1~~ and ending September 30. As a part of this audit, an independent Certified Public Accountant licensed by the State of Florida shall attest to the accuracy of reports and gross receipts per month arising from LICENSEE'S operations. Audit report shall be submitted to the CITY by April 15th of each calendar year during the term and within ninety (90) calendar days of the termination of this Agreement. For purposes of this paragraph, the term "audit" shall have the same meaning as that given to it in the Generally Accepted Auditing Standards promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants.

7.3 LICENSEE shall maintain, during the term of this Agreement, all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document LICENSEE'S activities pursuant to this Agreement and all monies collected by LICENSEE in its operations under this Agreement, including but not limited to gross receipts. The form of all such records, tapes, books, ledgers, journals, sales slips, and invoices, installed or to be used for recording the operations of LICENSEE under this Agreement shall be subject to the written approval of CITY. CITY shall not modify reports and records requirements to be provided by LICENSEE, unless agreed to by the Parties or required by law.

7.4 CITY reserves the right, and LICENSEE shall allow, for CITY'S auditors to inspect and examine all documents used in the compilation of the aforesaid reports at such reasonable times as may be required by CITY. Records shall be available Monday through Friday between the hours of 9:00 am and 5:00 pm at a location within the City of Palatka.

7.5 All records, including tax returns and tax reports, of LICENSEE necessary to verify any report referred to herein shall be made available within a reasonable amount of time to CITY and CITY'S auditors at a reasonable location in the City of Palatka for a period of five years after the end of this Agreement including any extensions thereof.

7.6 LICENSEE shall cooperate with and provide CITY, or its duly authorized representative, with any additional information or reports concerning its activities, income, revenues, expenses, and disbursements on request. LICENSEE shall keep and maintain an accurate accounting system in accordance with Generally Accepted Accounting Principles.

ARTICLE 8. TERM AND RENEWAL

8.1 Notwithstanding the actual date(s) of execution by the Parties, this Agreement shall be effective from the 31st day of ~~January~~February, 2017, at 12:00 am and shall end at 11:59 pm on the 30th day of September, 2021.

8.2 Provided there has been no default under this Agreement by LICENSEE prior to the expiration of the initial term, LICENSEE may, by written notice to CITY at least 120 calendar days before the end of the initial term, request renewal for a second five-year term.

8.3 Provided that there has been no default of this Agreement by LICENSEE, and CITY has not given LICENSEE notice of intent to terminate, then, at the end of the second five-year term, LICENSEE may, by written notice to CITY not earlier than 180 calendar days, and at least 120 calendar days before the end of the second five-year term, request renewal of this Agreement.

8.4 Should LICENSEE timely request a renewal under sections 8.2 or 8.3, CITY shall, within 30 calendar days of receipt of same, either send notice of non-renewal, send notice of renewal, or send notice seeking re-negotiation prior to term end, or any mutually agreed extension thereafter. Nothing within this Agreement shall be deemed or interpreted as creating a presumption that the City shall or is obligated to renew this agreement, or as creating in the LICENSEE an entitlement to a renewal or extension of this agreement.

8.5 In the event Licensee determines not to seek a renewal or extension of this agreement, Licensee shall provide written notice to City not less than 180 calendar days prior to the end of the initial term or, if this License has already been renewed, 180 calendar days prior to the end of any renewal term. **(Penalty for early term by Licensee or failure to notify of non-renewal?????)**

8.6 Nothing in this **Article 8** shall prohibit the Parties from mutually agreeing to amend this Agreement at any time.

ARTICLE 9. BUILDINGS, STRUCTURES, EQUIPMENT: MAINTENANCE, IMPROVEMENTS, RESPONSIBILITY OF EXPENSES AND TERMS OF RESTAURANT OCCUPANCY AND USE.

9.1 LICENSEE shall take responsibility for the Property in an as-is condition.

9.2 LICENSEE represents that prior to signing this Agreement, it has inspected all buildings and structures including all fixtures and equipment thereon and confirms it is fully familiar with the condition of the buildings and structures including all fixtures and equipment therein and accepts same "as is" for the purposes of performing under this Agreement. Further, LICENSEE shall protect CITY'S buildings and structures including all fixtures and equipment through its exercise of continual maintenance and security.

9.3 Except for the equipment and assets listed in **Exhibit B**, Fixed Assets Listing, which is updated annually and is the official City of Palatka inventory listing, LICENSEE shall provide all equipment to be used at the Property needed to perform under this Agreement. LICENSEE shall bear the cost of all charges and expenses related to any and all maintenance to both the equipment and improvements of the fixtures listed on Exhibit B and, and equipment of the LICENSEE as shall be necessary for LICENSEE'S performance of this Agreement. LICENSEE understands and agrees that CITY equipment is not to be removed from the Property.

9.4 LICENSEE agrees that the assets listed in **Exhibit B**, Fixed Assets Listing, constitute the entire group of CITY equipment and assets over which it has been given custody and control by virtue of the Agreement. LICENSEE further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse CITY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000.00. When CITY equipment is past its useful life, it will be returned to the CITY for disposal. Notwithstanding the foregoing, LICENSEE shall notify the CITY of any lost or stolen property. In turn, CITY shall provide LICENSEE a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

9.5 LICENSEE agrees that there is presently on site at the Property a fleet of golf carts which are possessed pursuant to a lease agreement naming the CITY as lessee. Provisions for payment of lease payments is made at **Article 9.12-11** below. In the event LICENSEE determines that the number of golf carts possessed pursuant to the lease is inadequate to serve the course needs, the LICENSEE shall be solely responsible for all costs associated with acquiring additional carts.

Licensee shall be responsible for properly maintaining and repairing all golf carts at Licensee's sole expense.

a. LICENSEE shall store and clean carts daily as well as provide proper cleaning of the cart storage facility. Washing must be performed in accordance with most current federal, state, and local environmental regulations.

~~a.~~ b. CITY agrees to reimburse LICENSEE for the actual cost of repair and maintenance of the current fleet of golf carts in an amount not to exceed six thousand one hundred three dollars and ninety-five cents (\$6,103.95).

9.6 So long as this Agreement shall be in effect, LICENSEE shall, except as otherwise provided herein, maintain the buildings and structures in good order and repair with no signs of visual or structural damage. Further, LICENSEE shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or structural damage. This obligation is subject to reasonable interruption or delay due to weather or other unforeseen circumstances.

Responsibility for the upkeep, maintenance and repair of the Property shall be allocated between Licensee and City as follows:

a. Responsibility of Licensee:

- i. Maintenance, cleaning and upkeep of the patios, walkways, golf pro-shops, and golf shop offices, cart barn storage areas, the restaurants, golf course grounds, designated storage areas, parking lots, all outbuildings and all areas designated on **Exhibit A**.
- ii. Providing clean and well stocked restrooms at all times.
- iii. Contracting and arranging for the removal of all garbage at all receptacles throughout the Property, to be placed in the dumpsters provided by the City.
- iv. Maintaining and replacing, as needed, all internal fixtures, such as ceilings, decorations, furnishings, lighting, light bulbs, doors, door closures, locks, windows, vent fans, exhaust fans, and floor coverings and any showcases, racks, other display and sales fixtures, including property identification and signage.
- v. Providing all utility services to the Property including water, electric, gas, telecommunications, etc., except reclaimed water. All such utility services shall be in the name of LICENSEE.

- vi. Maintaining, repairing, and replacing as needed, all plumbing, HVAC ,electrical, equipment, pipes, lines, or related items to the extent that same are located outside of structural walls, or above floor surfaces.
- vii. Maintaining adequate fire protection and inspections and maintenance, as required by law, including kitchen hood systems, sprinkler systems and fire extinguishers in compliance with all applicable fire or building code requirements.
- viii. Maintaining all food and beverage storage and preparation equipment, including but not limited to stoves, dishwashers, refrigerators, ice machines and sinks.
- ix. Maintaining and replacing as necessary all landscaping on the Property including trees. See also **Article 10.2.1** regarding tree trimming.
- x. Providing routine monthly pest control and annual termite inspections of the Property.
- xi. Maintaining all grease traps including necessary pump down service.
- xii. Providing annual inspection and preventative maintenance of air conditioning systems, to include the regular replacement of filters in all air conditioning units.
- xiii. Providing security systems maintenance and alarm monitoring.
- xiv. Providing and keeping current all material safety data sheet (MSDS) information for all hazardous materials and require mandatory training for all staff at least once per annum.
- xv. Maintaining exterior paint, lighting, walkways, parking lot, ~~windows~~ and windows.
- xvi. Providing all necessary maintenance, upkeep and repair other than that specifically assumed by the City pursuant to Paragraph b below.

b. Responsibility of City:

- i. Maintenance, repair, and replacement as necessary of roof and all plumbing, HVAC-,_electrical, equipment, pipes, lines, or related items to the extent that same are located inside or within -structural walls, or within or below floor surfaces.

- ii. Providing for Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof.
- iii. Removal of dead or dangerous trees.
- iv. Provide the equivalent of 12 inmate work days per year for property/course maintenance or repair, to the extent that same is of a nature that is consistent with the terms of those agreements between the City and the State Department of Corrections under which the City is provided inmate labor.
- v. Maintain pumps and distribution system utilized in connection with the City's dispersal of re-use water at the property.
- vi. Pay all electrical charges attributable to those pumps utilized in connection with the City's dispersal of re-use water at the property.
- vii. Reimburse Licensee for the actual cost of equipment utilized to repair that portion of the sprinklers and irrigation system at the property which disperses the City's re-use water but which does not irrigate areas of the property which are utilized for course operation in an amount not greater than two thousand five hundred dollars (\$2,500.00).
- viii. Provide re-use water in an amount not to exceed ~~1,000,000~~ 1,000,000 gallons per day, which the LICENSEE agrees to accept.

9.7 All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.

9.8 All maintenance, service, and inspections shall be completed by licensed and qualified personnel and in compliance with manufacturer guidelines, and state and local laws as applicable.

9.9 LICENSEE will maintain records of all maintenance and inspections completed. These records, along with all third party maintenance contracts, will be made available to CITY upon request.

9.10 RESTAURANT FACILITIES. City and Licensee agree that special terms and conditions apply to LICENSEE's possession, use, and operation of the restaurant facilities ("the restaurant") more particularly described within **Exhibit A-1**. The restaurant was constructed, renovated, and/or improved with funds derived by the City from a USDA grant and the operation, use, and

possession of said restaurant is accordingly governed by certain conditions upon which said grant was based. Accordingly, the following terms and conditions of LICENSEE's operation, use, and possession of the restaurant shall apply:

- a. Licensee shall pay rent/fees/compensation to the City in exchange for the use, operation, and possession of the restaurant in the amount of four thousand four hundred ninety dollars (~~—————\$4,490.00~~) per month, commencing January 31, 2017, and continuing for the term of this agreement, with possibility of renewals, all as said term is defined in ~~paragraph~~ Article 8.
- b. Restaurant rent/fees/compensation as described within the sub-paragraph above shall be in addition to that compensation due the City under the terms of **Article 4.1**.

9.11 LICENSEE shall be responsible for payments attributable to all equipment leased in the name of the CITY, excluding the current maintenance equipment ~~lease and golf cart lease. Notwithstanding anything set forth above, in the event the City is not required to pay ad valorem taxes otherwise attributable to the real estate which is subject to this lease, (and the LICENSEE is accordingly not required to reimburse the CITY for same), the LICENSEE shall pay all lease payments attributable to all golf carts which are utilized at the premises, including those leased by the CITY.~~

ARTICLE 10. MAINTENANCE OF COURSES, GREENS AND FAIRWAYS

10.1 Given the Parties mutual interest to elevate the conditioning of the CITY course and improve golfer satisfaction, enhanced performance standards will be implemented. LICENSEE shall expend an amount equal to or greater than two hundred seventy-five thousand dollars (\$275,000.00) per and during each fiscal year of this Agreement and dedicated to course maintenance, to include but not limited to reasonable actions to maintain and improve the quality of fairways, greens, ~~teeboxes~~ tee boxes, and related facilities and areas.

- a. LICENSEE shall provide quarterly itemized statements outlining how these dedicated funds were utilized.

10.2 LICENSEE shall furnish all labor, materials, supplies, and equipment to maintain the Property to a high quality of maintenance in accordance with this Article and the publications and parameters contained herein.

1. Areas of golf course maintenance shall include: equipment maintenance buildings, greens, tees, approaches, collars, fairways, roughs, golf cart paths, driving ranges, practice areas, ~~lake, water hazards~~ re-use pond, sand and grass bunkers, clubhouse and golf course grounds, along entrance roadways, trees, parking lots, and medians.

LICENSEE must also comply with the following requirements:

- a. Trees on the Property will be maintained to sustain the health of the trees. Dead trees shall be removed by the City. Trees removed shall be replaced by LICENSEE, as mutually agreed upon between CITY and LICENSEE, with a similar species tree, 2 inch

to 3 inch trunk diameter (15-25 gallon). Replacements will take into consideration the tree's architectural significance, impact on surrounding turf growth (shade), playability, and location. Trees on the golf course shall be trimmed as needed. All trees will be trimmed around the cart paths and traffic areas to allow for 7 feet of clearance for golf carts and maintenance equipment.

- b. LICENSEE shall furnish all labor and supervision to professionally maintain and improve upon the existing course in accordance with the terms and conditions of this Agreement. This work force will include a Golf Course Superintendent who possesses the educational background and experience necessary to provide ongoing maintenance programs. The onsite superintendent shall have supervisory experience in Golf Course Maintenance Management in warm season turf grass environments.
- c. LICENSEE shall perform all functions essential to providing quality playing conditions including mowing, irrigating, cup changing, tee marker management, grooming, seeding, and topdressing.
- d. LICENSEE will be responsible for moving the cups and tee markers and repairing ball marks routinely. In addition, divot buckets will be filled and the ball washers checked for clean towel and soap solution daily. Ball washer soap shall be changed ~~at least once~~ per week as necessary.
- e. LICENSEE shall develop and perform necessary turf management programs and actions to achieve the standards set forth in this Agreement.
- f. LICENSEE is responsible, at its own cost, for both materials and labor for the immediate repair of any damage to the Property that is caused by LICENSEE or the LICENSEE'S agents. Repairs will be made in a manner which restores the damaged area to the original condition or better. Irrigation systems will be repaired and maintained by LICENSEE, subject to the provisions of **Article 9.6b.vii.** above.
- g. LICENSEE shall retain personnel approved as Certified Florida Lawn and Ornamental Pesticide applicators licensed by the Florida Department of Agriculture and Consumer Services. Application of pesticides on the Property shall be performed only under the supervision of licensed pesticide applicators and in accordance with label guidelines to keep the Property weed and insect free and prevent outbreaks of pests. LICENSEE shall utilize both curative and preventative control measures using the most appropriate products available.
- h. LICENSEE shall be responsible for the implementation of an Integrated Pest Management program for all playing areas of the Property; ~~including roughs,~~ and LICENSEE shall perform regular monitoring, problem and potential problem identification, preventative measures, diagnosis and treatment. All greens will be inspected daily for the presence of pests, fire ant mounds, insects and fungus and treated as required to successfully control and eliminate the problem areas.

- i. LICENSEE shall ensure that all greens, tees, fairways, and slopes on the golf courses shall be kept substantially free of weeds and foreign grasses (except for winter over-seeding, if performed). In particular, the presence of ~~poa annua and~~ goosegrass will be closely monitored and controlled. The turf will be treated chemically on a pre-emergent basis bi-annually to prevent these weeds, and on a post-emergent basis when these weeds become visible. Chemical treatments may be adjusted based on soil, water factors, as well as weather conditions, to protect the health of the turf (particularly on the greens) (i.e. extraordinary soil or water conditions based on soil and water test results, extreme heat in the summer, or cold weather in the winter). If necessary, hand removal of goosegrass will be performed. Given the presence of these weeds in areas of the golf course, some incursion may be inevitable, but all steps possible should be taken to keep incursion to a minimum and the LICENSEE shall immediately rectify any incursion that occurs.
- j. LICENSEE shall be responsible for aquatic weed and litter control and will keep all bodies of water free from litter and unwanted aquatic plant life such as algae and hydrilla plankton. LICENSEE shall comply with the Florida Green Industries Best Management Practices (BMP) for Protection of Water Resources in Florida, published by the Florida Department of Environmental Protection.^[MR2]
- k. LICENSEE will maintain the natural areas within the boundaries of the play areas. These areas are to be kept free of fallen limbs, and trash.
- l. LICENSEE will be responsible for pruning any plant material and clearing debris that obstructs the cart paths throughout the Property. All cart paths will be maintained, kept clean, and shall be edged monthly during the active growing season and as needed the remainder of the year.
- m. LICENSEE will provide all necessary signage for cart traffic and driving ranges, and ensure cart traffic signs are moved to reduce damage to heavy traffic areas.
- n. LICENSEE shall ~~mow-maintain~~ the greens every day at a height of cut to maintain adequate turf health and putting conditions dependent upon season. Greens shall be smooth and should be maintained to achieve at least an '8' stimp meter reading. The integrity of the ~~2015-2017~~ size of greens shall be maintained. Growth regulators may be utilized as necessary in the summer months when excessive rainfall is predicted. Greens will be aerified as needed to provide the soil with proper air, water and soil ratio for healthy putting surfaces. Up to two conventional core aerification coupled with one deep tine aerification during the summer months will be performed annually. Solid tine aerification or spiking of all greens shall be performed between aerification to maintain proper water infiltration. Greens will be vertically mowed every two weeks during growing season to promote quality putting surfaces. A deeper verticutting will be accomplished following aerification in two to three directions to promote healing on the putting surfaces. Spiking the greens will be performed as needed during summer months to prevent algae buildup and maintain proper water infiltration.^[MR3]
- o. Tees will be mowed ~~three-two~~ times per week. A mowing height to maintain adequate

turf health and teeing conditions will be maintained. The integrity of the original size and design of tees shall be maintained. Tees will be core aerified two times minimally during the year with a conventional aerifier to alleviate compaction. Tees will be vertically mowed in conjunction with aerification. The frequency of vertical mowing will adjust should playing areas begin to become 'spongy'.^[MR4]

- p. Fairways, approaches and collars will be mowed ~~three-two~~ times per week during the active growing season and two times per week the remainder of the year. Dependent upon weather conditions during the warm months and over seeding in the cooler months, this frequency may need to increase or decrease. Fairways will be aerified at least once during the summer months to alleviate compaction. Supplemental aerification will be done on the heavily compacted areas and may be accomplished with a deep tine aerifier. Fairways and roughs will be vertically mowed or scalped, if necessary, on order to prevent matting and/or the buildup of thatch.^[MR5]
- q. Topdressing on the greens will occur with verticutting and spiking and aerification operations or on an as needed basis during active growing season.^[MR6]
- r. Tee and green slopes and roughs will be mowed weekly during the active growing season and as needed the balance of the year. A height of cut of will be maintained as appropriate for the season.^[MR7]
- s. LICENSEE shall fertilize greens and tees at a rate to promote healthy turf on the greens and tees. Only materials specifically used on putting surfaces will be used. Minor nutrients will be applied as a foliar application in addition to what is available in the granular fertilizer. Only fertilizer specifically formulated for putting greens shall be applied.^[MR8]
- t. Fairways, irrigated roughs, and slopes will be fertilized ~~with 6 to 8 pounds of Nitrogen annually~~ in order to maintain optimum playing conditions. Pre-emergents will be applied during fall and spring applications.^[MR9]
- u. Supplemental applications in conjunction with aerification may be used as necessary to assist in keeping the pH at a desirable level.^[MR10]
- v. Bunker Maintenance will include mechanical raking ~~seven days per week~~ as needed. Edging will be performed monthly during the growing season, and mowing of bunker faces shall occur weekly to ensure a manicured appearance. Additional sand will be added as needed to maintain an average of at least a depth of four inches in all parts of the bunker.
- w. In the event the CITY at any time determines that any portion of the Property is in immediate jeopardy of sustaining harm due to negligence on the part of LICENSEE, CITY may employ whatever means necessary to cure the damage. The costs of that action shall be paid by LICENSEE within 30 calendar days of invoicing.

ARTICLE 11. CAPITAL IMPROVEMENTS

11.1 LICENSEE shall, at LICENSEE's expense, accomplish improvements to the Pro Shop and Cart Barn located upon the Property within the first two years of the term of this agreement of a cost and value of at least five thousand dollars (\$5,000.00).

11.2 As referenced in **Article 4.1** above, the City shall confer with LICENSEE on an annual basis in an effort to agree upon Capital Improvements to be accomplished and funded by that portion of the Revenue Share set aside for Capital Improvements to the extent that same have been generated.

ARTICLE 12. LICENSEE'S PRODUCTS, OPERATIONS AND SERVICES

12.1 LICENSEE shall utilize a system and daily operating procedures to ensure accountability and provide financial results through regular reporting, forecasting and corporate oversight. LICENSEE shall operate all services related to the Property in their entirety in compliance with the terms and conditions of this Agreement. LICENSEE shall offer high quality, competitively priced golf retail merchandise at the Property. LICENSEE shall offer food and beverage products at a reasonable price and a high standard of customer service.

12.2 LICENSEE shall arrange for all procurement, as an operating expense of the golf courses, of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of business to operate the golf courses.

12.3 LICENSEE shall furnish and maintain, at its sole cost, all equipment, fittings, furnishings and furniture necessary to conduct the business permitted hereunder including golf equipment, golf course maintenance equipment, sales displays, office equipment, carpeting, flooring, drapes, blinds, and light fixtures. At the termination or expiration of this Agreement, CITY shall own the furniture and fixtures which were owned by the City and on the property as of the commencement of this Agreement and any other items paid for by the City during the term of this Agreement.

12.4 LICENSEE shall use the City Golf Course logos respectively on its merchandise as appropriate for the term of the Agreement and any subsequent renewal periods.

12.6 LICENSEE shall not sell any products that, in the opinion of CITY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned park.

12.7 HOURS OF OPERATIONS. The Property shall be in operation and open to the public seven (7) days a week with the exception of Christmas Day, at the discretion of the Licensee. LICENSEE may close during periods of severe cold, rain events, hurricane warnings, maintenance events, greens installation or other extraordinary circumstances which may compromise course conditions.

12.8 EXPANSION OF HOURS. At no time shall the facilities be operated earlier than 5:00 a.m. or later than 12:00 midnight of any day without express advanced written approval of CITY.

12.9 LICENSEE shall not provide free rounds of golf or memberships unless in connection with the following:

- a. Promotional activities approved in writing and in advance by CITY'S Contract Manager.
- b. Complimentary rounds of golf during off peak times, and cart fee only during peak times, offered to PGA professionals, GCSAA Golf Course Superintendents, or other VIP's in the golf industry.

12.9.1 LICENSEE shall not extend credit, free products or services, or any discount to any CITY employee or official not available to the general public.

12.9.2 LICENSEE shall retain documentary detail to support all complimentary rounds provided for CITY review.

12.10 The Property is intended for the general use and enjoyment of all residents and visitors as golfing venues. LICENSEE shall therefore not rent out or otherwise allow the Property to be under the control of any third party person, group or entity, including but not limited to use for private parties, rallies, or similar events, absent express prior written approval of CITY.

12.11 LICENSEE shall be permitted to offer discounted rate for league play and for groups that commit to play with pre-scheduled frequency.

12.12 LICENSEE is encouraged to have an experienced General Manager on site who is a full-time qualified LPGA or Class "A" PGA current member in good standing for overseeing its operations at the Property. LICENSEE'S General Manager will be physically available during reasonable operating hours. The General Manager shall be responsible for ensuring satisfactory performance, monitoring day to day operations and who will immediately, within twenty four hours, report any problems and recommended solutions to Contract Manager.

12.13 LICENSEE'S General Manager shall oversee all golf course and food and beverage services and be responsible for coordinating daily play and all golf programming. This includes, but is not limited to: schedule of daily play, tournaments, outings, banquets, and golf course maintenance practices scheduling. The General Manager shall be an authorized representative of LICENSEE and be authorized to act in all matters relating to the LICENSEE'S performance of this Agreement. Upon CITY's request, the qualifications of any or all of LICENSEE'S management shall be submitted to CITY.

12.14 LICENSEE is encouraged to have a fulltime LPGA or PGA credentialed golf teaching professional. LICENSEE shall engage in community outreach including establishing relationships with local elected officials, the golfing community, and local residents, so as to ensure open lines of communications with these stakeholders, and to enhance the golf courses' status as a "good neighbor" in the community.

12.15 LICENSEE shall provide, supervise and train competent personnel such as Assistant Golf Professionals, Starters, Rangers, Cart Attendants, Driving Range Attendants and Customer Service Representatives to aid in the operation of programs and sales, and qualified personnel skilled in restaurant, pro shop and golf course operations. LICENSEE must provide a staff member to answer customer and vendor inquiries seven (7) days a week (except when the

Property is authorized to be closed). LICENSEE shall maintain a sufficient number of personnel necessary to accomplish, on schedule, all work under this Agreement. LICENSEE shall ensure all personnel are properly supervised at all times.

12.16 LICENSEE'S agents and employees shall be informed of and adhere to the requirements of this Agreement. Furthermore, LICENSEE shall conduct staff training to include customer service training, new hire orientation and training, and continual education for maintenance staff.

12.17 LICENSEE'S staff shall provide exemplary customer service at all times to all golf course and restaurant customers. Employees shall be clean, appropriately dressed, and friendly and shall have excellent interpersonal skills in person and on the telephone. Customer complaints and inquiries must be immediately documented for CITY review and professionally dealt with as appropriate.

12.18 LICENSEE'S employees, agents, representatives, independent contractors, subcontractors, volunteers, or others involved in the maintenance or operation of the Property in contact with the public shall perform their duties in a safe, efficient and courteous manner.

12.19 LICENSEE shall post prominently on premises for view by the public, all fees except those fees which may be negotiated for group or tournament activity or other special uses.

12.20 LICENSEE shall keep a current and comprehensive schedule of season pass holder fees, daily golf fees, cart rental fees, driving range pass, and all golf related fees. Standard fees shall be made available to all customers through the course websites and posted in the golf shop.

12.21 LICENSEE shall enhance and expand the current branding of Property, which includes the creation and utilization of the Property website, the use of golf course software and cross course bookings. LICENSEE shall provide and manage a tee time reservation system acceptable to CITY to use phone, web, golf shop and reservation information. LICENSEE shall utilize traditional media marketing and advertising techniques.

12.22 LICENSEE shall not conduct any business or activity on the licensed premises, as depicted in **Exhibit A**, Site Locations, which is not authorized by this Agreement. It is expressly understood and agreed that LICENSEE'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. LICENSEE agrees that a determination by CITY will be accepted as final in evaluating LICENSEE'S activities that unreasonably infringe on the rights of others and that LICENSEE will fully comply with any such decisions.

12.23 LICENSEE agrees that no person shall be excluded from participation in or be denied the benefits of the CITY'S golfing amenities or be subjected to discrimination in LICENSEE'S employment decisions, the performance of this Agreement, or the use of and access to the Property on the ground of race, color, religion, national origin, sex, age, or disability.

12.24 LICENSEE shall permit and CITY shall have the authority to review any reports, citations or records issued by any governmental entity or agency regulating LICENSEE'S operations and services, and to make periodic reasonable inspections of the Property during normal operating

hours, to determine if the Property is being maintained in accordance with the terms of this Agreement. LICENSEE shall be required to make any improvements or operational changes the CITY may require resulting from such review.

12.25 Where LICENSEE provides musical entertainment, it shall select performers that appeal to the general population, and shall ensure family friendly performers.

12.26 LICENSEE shall provide programs, events and activities for the local community with an emphasis on family activities including education, recreation and such programs.

ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY

13.1 LAND RESOURCES. LICENSEE shall at all times comply with all rules, policies or standards concerning the environment or protection of natural resources with respect to LICENSEE'S usage and storage of chemicals, pesticides and fuel. LICENSEE shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel. In addition to those areas when specifically required, LICENSEE is encouraged to comply with the Florida Department of Environmental Protection (FDEP) BMP for the Enhancement of Environmental Quality on Florida Golf Courses, January 2007.

- a. LICENSEE shall also strictly adhere to any applicable federal, state and local requirements governing stormwater, pest management, and environmental monitoring.

13.2 WATER RESOURCES. LICENSEE shall not take or allow any activity detrimental to the Property or to CITY's water supply as is reasonably determined by CITY, recognizing that ~~the Property~~ [the Property](#) is watered with reclaimed water provided by CITY. Any costs or expenses associated with LICENSEE'S environmentally related violations of the law, LICENSEE'S creation or maintenance of a nuisance, or releases of hazardous substances is the sole responsibility of the LICENSEE. This shall include the costs of cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on or incurred by CITY, due to actions and/or inactions of LICENSEE or suits by any governmental or regulatory agency or by any private party as a result of the LICENSEE's storage, accumulation or release of any hazardous substance or non-compliance with regulatory standards.

- a. LICENSEE shall comply with state and local laws regarding water quality testing and with all St. Johns River Water Management District rules and regulations regarding consumption and reporting. LICENSEE is encouraged to comply with the FDEP Florida Green Industries BMP for Protection of Water Resources in Florida.

ARTICLE 14. SUBCONTRACTOR

14.2 Should the LICENSEE find it necessary to utilize the services of Subcontractors, the LICENSEE shall assure that no Subcontractor performs work or takes actions inconsistent with the terms of this Agreement. The utilization of any such Subcontractor by LICENSEE shall not

relieve LICENSEE from any liability or responsibility to CITY pursuant to the provisions of this Agreement, or obligate CITY to the payment of any compensation to the Subcontractor.

14.3 Utilization of any third party shall not relieve LICENSEE from any direct liability or responsibility to CITY pursuant to the provisions of this Agreement, or obligate CITY to make any payments other than payments due to LICENSEE as outlined in this Agreement.

ARTICLE 15. AGREEMENT MONITORING

15.1 LICENSEE'S performance shall be reviewed at least quarterly by the Contract Manager. Such review may include, from time to time, the use of 'mystery shoppers' as part of vendor performance compliance.

15.2 Unresolved LICENSEE performance issues will be documented by the Contract Manager on a CITY vendor performance report.

ARTICLE 16. SALE OF ALCOHOLIC BEVERAGES

16.1 LICENSEE'S sale of alcoholic beverages is subject to the following limits:

- a. Sales shall be conducted in conformity with any controlling municipal City ordinance and state laws, rules or regulations.
- b. Sales shall be limited to those alcoholic beverages for which LICENSEE or LICENSEE'S vendor is legally licensed.
- c. Prior to commencing any such sales, LICENSEE or LICENSEE'S authorized vendor shall obtain any required licenses, and shall provide a copy of said license and all renewals to CITY;
- d. LICENSEE'S conduct and operation in connection with any such sales is subject to and shall be conducted by LICENSEE in compliance with all other applicable terms and conditions of the Agreement; and

ARTICLE 17. LIABILITY FOR DAMAGE, INDEMNITY, AND INSURANCE

17.1 LIABILITY FOR DAMAGE OR INJURY. LICENSEE shall be liable for damage or injury to any party at the Property. LICENSEE shall, at its expense, promptly repair all damage to the Property caused by LICENSEE, its employees, representatives, agents, customers, or independent contractors contracting with LICENSEE.

17.2 DAMAGE OR DESTRUCTION OF PROPERTY. If the Property or any structure thereon is partially damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of LICENSEE or its Agents, LICENSEE may repair the damage at its own costs and expense, and no adjustment shall be made in the amount of compensation due from LICENSEE under this Agreement. If the property or any structure thereon is partially damaged

as a result of the negligent or intentional acts of LICENSEE or its Agents, LICENSEE shall, at LICENSEE's sole cost and expense repair said damages in a manner deemed acceptable to the CITY in its sole and unbridled discretion and no adjustment shall be made in the amount of compensation due from Licensee under this Agreement.

- a. In the event the Property is destroyed or so damaged by fire, flood, wind or other casualty, excluding the negligent or intentional acts of LICENSEE, that such of the Property is unusable for the purpose of this Agreement, neither LICENSEE nor CITY shall be under any obligation to repair or reconstruct the Property and the Agreement shall terminate on the date that determination is made by CITY.

17.3 INDEMNIFICATION. LICENSEE agrees to defend, indemnify, and hold CITY, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney, witness, and expert fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by LICENSEE's personnel under this Agreement; (ii) any intentional or negligent acts, errors, mistakes or omissions by LICENSEE or LICENSEE'S agents or personnel; and (iii) LICENSEE or LICENSEE'S agent's or personnel's failure to comply with or fulfill the obligations established by this Agreement.

- a. LICENSEE will update CITY during the course of any litigation to timely notify CITY of any issues that may involve the independent negligence of CITY that is not covered by this indemnification.
- b. CITY assumes no liability for actions of LICENSEE, and will not indemnify or hold LICENSEE harmless for suits or claims arising out of the performance of this Agreement other than where same is the result of intentional or negligent acts of the CITY.

17.4 INSURANCE. LICENSEE shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term of this Agreement, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A or better. In addition, CITY has the right to review LICENSEE's deductible or self-insured retention and to require that it be modified so as to ensure the CITY'S right to indemnification and ability of LICENSEE to satisfy judgments or claims is sufficient.

17.4.1 Specifically LICENSEE (and any subcontractors, representatives or agents) must carry the following form, types and amounts of insurance until such time of the expiration of this Agreement. The limits may be achieved by a combination of primary and umbrella/excess liability policies.

- a. **Commercial General Liability Insurance** coverage on an occurrence policy form, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

b. **Commercial Automobile Liability Insurance** coverage on an occurrence policy form for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit each accident. Coverage must include bodily injury and property damage.

c. **Fidelity Bond** guaranteeing the CITY the faithful collection, accounting and remittance of all monies due to CITY per the Agreement, and protecting the CITY against intentionally wrongful acts committed by LICENSEE, LICENSEE's employees, subcontractors, representatives, or agents. Such bond shall include employee dishonesty, forgery or alteration, theft, disappearance and destruction. The Fidelity Bond shall have a minimum \$500,000 limit and a minimum \$50,000 per loss limit.

d. **Statutory Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage when applicable.

e. Should LICENSEE have "leased" employees, LICENSEE or the Employee Leasing Agency shall provide evidence of Workers' Compensation coverage, which meets the statutory requirements of the State of Florida, for all personnel on the Property.

f. **Employer's Liability Insurance** in the minimum amount of \$100,000 (one hundred thousand dollars) each employee each accident, \$100,000 (one hundred thousand dollars) each employee by disease and \$500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida.

g. If LICENSEE is in the business of selling or serving alcohol, no less than \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate in **Liquor Liability** insurance coverage on an occurrence policy form is required.

h. If LICENSEE is using its own property or equipment in connection with the performance of its obligations under this Agreement, then **Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is recommended. CITY has no duty or obligation to insure, replace, or protect LICENSEE's equipment, furnishings, or other personal property or improvements provided by or paid for by LICENSEE, and all risk of loss and insurance against such risks shall be the sole responsibility of LICENSEE.

17.5 NO WAIVER OR IMMUNITY. LICENSEE agrees and understands that the CITY does not waive its immunity and nothing herein shall be interpreted as a waiver of the CITY's rights, including the limitation of waiver of sovereign immunity, as set forth in Florida Statute §768.28, or any other immunities, and the CITY expressly reserves these rights to the full extent allowed by law.

17.6 The stipulated limits of coverage listed in ~~ARTICLE~~ [Article](#) 17.4, Insurance, shall not be construed as a limitation of any potential liability to the CITY, and the CITY's failure to

request evidence of this insurance shall not be construed as a waiver of LICENSEE's obligation to provide the insurance coverage specified.

ARTICLE 18. OWNERSHIP OF LICENSE, ASSIGNMENT

18.1 The identity of the entity, which shall be the holder of the rights granted under this Agreement is very important to CITY. LICENSEE shall not, without prior written consent of CITY, sell, assign, pledge, transfer or otherwise encumber this Agreement or the rights granted therein. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than LICENSEE, without the prior written consent of CITY, shall be grounds for immediate termination of this Agreement.

18.2 All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

ARTICLE 19. APPROVALS

19.1 Except as provided otherwise, whenever any prior approval is required by either Party, such approval shall not be unreasonably withheld. CITY shall retain broad discretion over matters pertaining to creating and maintaining the unique local character of the Property, the protection and preservation of the Property, the public interest and limited purpose for which this Agreement has been granted, and withholding approvals for the foregoing reasons shall be considered reasonable. Matters requiring the consent of CITY are wholly within the discretion of CITY.

19.2 LICENSEE shall not change or alter the following without the written approval of CITY:

- a. Structures, fixtures, or mechanical systems installed on, in or under the licensed premises by CITY.
- b. Equipment LICENSEE installs or plans to install requiring any building modifications.
- c. Any use of CITY's Parks' or Properties' name.

ARTICLE 20. NOTICES

20.1 Whenever either Party desires to give notice to the other, it must be given by written notice, by either hand delivery or registered or certified United States mail, with return receipt requested, addressed as noted below. Any act or delivery that must be completed on a Saturday, Sunday or City holiday shall be adequate if performed or delivered on the following business day. Until notice of change is given, the parties designate the following as the respective individuals and places for giving notice, to wit:

- a. **FOR CITY:**
City Manager
CITY OF PALATKA
201 N. Second St.
Palatka, FL 32177

With a copy to:

Finance Director
CITY OF PALATKA
201 N. Second Street,
Palatka, Fl. 32177

b. FOR LICENSEE:

Hertz Golf, LLC
Attn: CEO & President
145 Brittany Lane
Palm Coast, FL 32137

ARTICLE 21. DISCLOSURE

21.1 Pursuant to Florida State Statutes Chapter 119 “Public Records”, to the extent LICENSEE is performing services on behalf of the CITY, LICENSEE must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida State Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the LICENSEE does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of LICENSEE or keep and maintain public records required by the public agency to perform the service. If the LICENSEE transfers all public records to the public agency upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the Agreement, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

21.2 If the LICENSEE has questions regarding the application of chapter 119, Florida Statutes, to the LICENSEE’s duty to provide public records relating to this Amended and Restated Agreement, contact CITY’s custodian of public records at: City of Palatka, Attn: City Clerk, 201 N. Second St., Palatka, FL 32177 or (386) 329-0100.

ARTICLE 22. TERMINATION

22.1 AUTOMATIC TERMINATION. The occurrence of any of the following shall cause this Agreement to be terminated automatically:

- a. Institution of proceedings in voluntary bankruptcy by LICENSEE.
- b. Institution of proceedings in involuntary bankruptcy against LICENSEE or appointment of Receiver if such proceedings continue for a period of ninety (90) days.
- c. Assignment by LICENSEE for the benefit of creditors.
- d. Abandonment or discontinuance of operations hereunder.
- e. Unauthorized assignment or transfer of this Agreement or unauthorized change of or control of ownership of LICENSEE.

22.2 TERMINATION BY CITY. CITY may terminate this Agreement upon fourteen (14) days written notice to LICENSEE of any condition posing a threat to health or safety of the public or patrons and not remedied by LICENSEE within fourteen (14) days, or where LICENSEE does not proceed with due diligence to remedy such condition where the condition could not reasonably be remedied in such time.

22.3 CITY may terminate this Agreement upon (30thirty (30) days' notice to LICENSEE of any sum due hereunder after the due date for such payment; provided, however, that such termination shall not be effective if LICENSEE makes the required payment(s) within the (30thirty (30)-day period following receipt of the notice.

22.4 CITY may terminate this Agreement upon thirty (30) days' notice to LICENSEE with respect to nonperformance of or failure to comply with any provision of this Agreement and failure of LICENSEE to remedy such nonperformance within a ten (10) day period following CITY's date of communication of written and electronic notice. Should CITY need to make the necessary correction, all costs incurred for the corrective action including the cost of labor, materials, equipment, supplies and administration shall be due from LICENSEE no later than thirty (30) days from the date of CITY's written and electronic communication of the statement(s) of costs.

22.5 TERMINATION IN EVENT OF SALE. City shall have the right to terminate this agreement in the event the City receives a viable offer to purchase the property which the City desires to accept, whether or not said offer is solicited by the City, In such event, the City shall provide the Licensee a FIRST RIGHT OF PURCHASE. Said first right of purchase, shall entitle the Licensee to purchase the property upon the same terms and conditions as comprise the Offer of Purchase. In the event the City receives an offer of purchase, solicited or not, the City shall promptly provide the Licensee with written notice of same. The Licensee shall then be allowed 14 days to consider whether to exercise a First Right of Purchase. In the event the Licensee determines to exercise its First Right of Purchase, the Licensee must post a deposit equal to that provided for in the Offer of Purchase within the time provided for the posting of deposits in the offer of purchase, or if no time is provided for same within the offer of purchase, then within 14

days. Closing of the transaction, as well as all other relevant deadlines associated with Licensee's purchase shall be consistent with those times provided for in the offer of purchase.

22.6 TERMINATION BY LICENSEE. LICENSEE shall have the right upon one hundred twenty (120) calendar days from receipt of notice by the CITY to terminate this Agreement at any time after the occurrence of one or more of the following events:

- a. Issuance of any court of competent jurisdiction of any injunction or order of taking substantially restricting the use of the Property for the purposes set forth herein, and the remaining in force of said injunction or order for a period of more than thirty (30) calendar days.
- b. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of substantial part, or parts, thereof in such a manner as to substantially restrict LICENSEE'S operations for a period of ninety (90) calendar days or more.

22.7 TERMINATION WITHOUT CAUSE. LICENSEE shall have the right to terminate this Agreement without cause by providing written notice to CITY at least one hundred twenty (120) calendar days prior to termination. Should LICENSEE elect to terminate this Agreement without cause, LICENSEE'S rights and privileges as stated in this Agreement shall cease at the termination date provided in the notice, except that any monies then owed by one Party to the other as of the effective date shall be paid, and the indemnification requirements shall survive termination.

22.8 Should CITY elect to terminate this Agreement, CITY may procure existing sealed and unopened chemical and pesticide inventory from LICENSEE for the cost paid by LICENSEE.

ARTICLE 23. ENTIRE AGREEMENT AND AMENDMENTS

23.1 This Agreement, and the exhibits and attachments hereto, and other documents and agreements specifically incorporated herein, constitute the entire, fully integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous verbal or written agreements between the Parties with respect thereto, excepting any past or contemporaneous written or verbal agreements expressly and clearly incorporated by reference within the four corners of this Agreement. This Agreement may be amended only by written document, properly authorized and executed by both Parties. This Agreement shall be interpreted as a whole and section headings are for convenience only.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.1 NO WAIVER. The indulgence of either Party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision of any portion of this Agreement, either at the time the breach or failure occurs, or at any time throughout the term of this Agreement.

24.3 FORCE MAJEURE. Neither Party shall be considered in default of performance of any obligations of this Agreement to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this section, is beyond the control and without the fault or negligence of the party seeking relief under this section.

24.4 MEETINGS. LICENSEE shall from time to time be required to attend City Administration and/or City Commission meetings to provide relevant information concerning the Property and the golf industry in general.

24.5 GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and any legal proceedings related thereto, shall be governed by the laws of and maintained in courts sitting within the State of Florida. Jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Putnam County, Florida or if an action is brought in Federal Court, the Middle District of Florida, Jacksonville Division.

24.6 ATTORNEY FEES AND COSTS. In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

24.7 NO CONFLICT. By accepting award of this Agreement, LICENSEE, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

24.8 PUBLIC ENTITY CRIMES. LICENSEE has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and CITY's requirement that LICENSEE comply with it in all respects prior to and during the term of this Agreement.

24.9 NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

24.10 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

24.11 SEVERABILITY. The provisions of this Agreement are declared by the Parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement.; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

24.12 COMPLIANCE WITH LAWS. LICENSEE'S performance under this Amended and Restated Agreement shall be in conformance with all rules, regulations, laws and ordinances which may be applicable to LICENSEE'S operations.

WHEREFORE, the Parties have made and executed this Agreement for Operations, Management and Maintenance of The Palatka Municipal Golf Course as of the effective date provided for herein.

HEARTZ GOLF, LLC

CITY OF PALATKA

By: _____

Andy Hertz, President

By: _____ for CITY

Terrill Hill
Mayor

EXHIBITS SCHEDULE

Exhibit A – Site Locations: City of Palatka Municipal Golf Course

Exhibit B – Fixed Assets Listing



Layers

Identify

Results Found 1

Parcel Identification Number:
13-10-26-9420-0090-0000

First Owner Name: CITY OF PALATKA
Second Owner Name:
Postal Address: 201 N 2ND ST
Postal City: PALATKA
Postal State: FL
Postal Zip 5: 32177

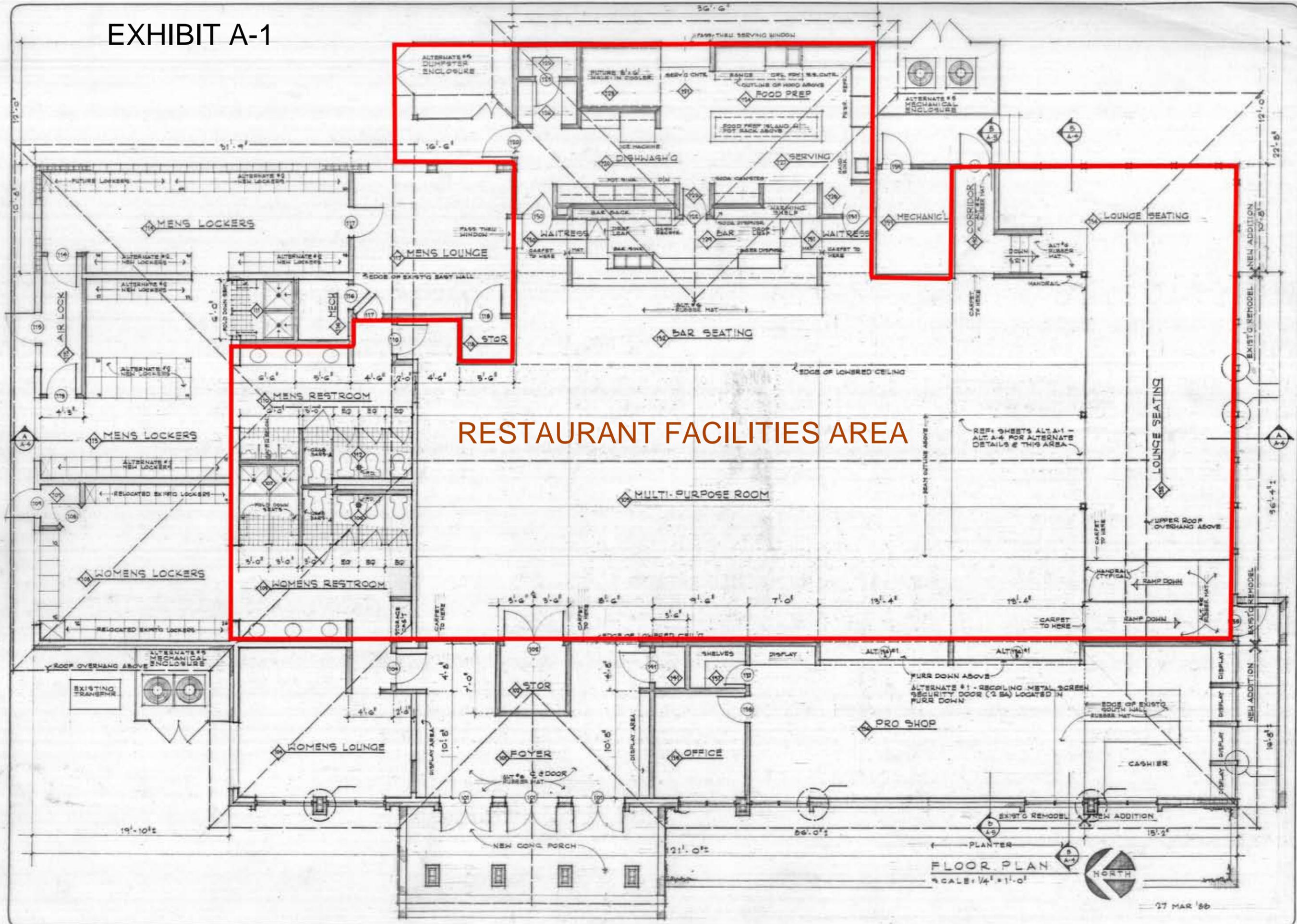
Legal Description: WHITES ADDITION TO PALATKA HEIGHTS MICROSUBDIVISION

Clear

EXHIBIT A - SITE LOCATIONS

1600
Unit 2

EXHIBIT A-1



RESTAURANT FACILITIES AREA

ROBERT E. TAYLOR
 A.I.A. ARCHITECT P.A.
 710 St. Johns Ave. Palatka, Fla.

A CLUBHOUSE ADDITION AND REMODEL
PALATKA MUNICIPAL GOLF COURSE
 PALATKA, FLORIDA

| | |
|-----------|-----------|
| title | _____ |
| drawn | _____ |
| checked | _____ |
| date | _____ |
| file | _____ |
| sheet no. | A1 |
| of | _____ |

FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 NORTH

27 MAR '86