

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYBON
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA

January 10, 2013

CALL TO ORDER:

- a. Invocation – The Reverend Kirby Kennedy, Senior Pastor; First Baptist Church of Palatka
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 11/08/12 Workshop; 11/29/12 Special & 12/13/12 Regular Mtgs.

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION** - Human Trafficking Awareness Month – Tyson Elliott, Dept. of Juvenile Justice
- b. **PROCLAMATION** – Radon Action Month – Kaleigh Reeves, National Lung Cancer Partnership

2. PUBLIC COMMENTS - (Speakers limited to three minutes – no action taken on items)

3. CONSENT AGENDA:

- *a. **Adopt Resolution No. 2013-9-60 Authorizing the renewal of the EAP contract with Dr. Vanessa Townsend & Associates (formerly Dr. Dingfelder & Assoc) in the amount of \$3,108.00 for Employee Assistance Program Benefits, per recommendation from Safety Committee**
- *b. **Adopt Resolution No. 2013-9-61 Authorizing the City Manager and City Clerk to execute and attest Passero and Associates' Supplemental Agreement 12-37 for the identification, location, removal and disposal (sale) of excess materials at the Palatka Municipal Airport**
- *c. **Adopt Resolution No. 2013-9-62 Authorizing the Mayor and City Clerk to execute and attest an addendum to the FDOT Memorandum of Agreement dated July 25, 2011 for work associated with the Riverfront/Downtown Redevelopment Project within FDOT right-of-way**
- *d. **Adopt Resolution No. 2013-9-63 Authorizing the City Manager and City Clerk to execute an E-Payment Services Agreement with Point and Pay LLC**
- *e. **Adopt Resolution No. 2013-9-64 Declaring a 1989 Economy Van and 2001 Clay Shaw Vessel (No. 1116686) as surplus property and providing for disposal authorization**
- *f. **Golf Course Advisory Board appointments: Appoint Dave Cox (PMGA Pres), Greg Jungenberg (PMGA), Joy Langston (PWGA Pres) and Gen Alvers (PWGA) to the Golf Course Advisory Board for one-year terms to expire January, 2014 (designated Professional Golf Association members); and Appoint Jeffrey Elledge to the Golf Course Advisory Board as the Commission Representative for a three-year term to expire January, 2016**
- *g. **Re-appoint Charles Myers III and Tim Parker to the Police Officers' Pension Board for two-year terms to expire December 31, 2014 (sole applicants; incumbent members)**
- *h. **Appoint 2013 Commission Representatives and Liaisons as listed**
- *i. **Grant Preliminary approval of schedule of 2013 Class A Festivals, Arts Council Summer Concert Series, and City-Sponsored Events and other annually recurring events, per listing.**
- *j. **Grant permission to exceed allowable noise levels and allow consumption of alcoholic beverages on public r/w for Special Events Permit #13-07 for Palatka Main Street "3rd Friday Block Party" from 5:00 p.m. to 10:00 p.m. on Jan. 18, Feb. 15, Mar. 15, Apr. 19, May 17, June 21, July 19, Aug. 16, Sept. 20, Oct. 18, Nov. 15 and Dec. 20, 2013 – Palatka Main Street, Applicant – per Special Events Coordinator's Recommendation**

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA

January 10, 2013

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3. CONSENT AGENDA: (continued)

***k. Grant permission to exceed allowable noise levels established by Chapter 30 of the Palatka Code of Ordinances for Special Events Permit #13-08 for Palatka Main Street "Cruise-In" from 5:00 p.m. to 9:00 p.m. on 4th Saturdays - January 26, February 23, March 23, April 27, May 25, June 22, July 27, August 24, September 28, October 26, November 23 and December 28, 2013 – Palatka Main Street, Applicant – per Special Events Coordinator's Recommendation**

- ** 4. PRESENTATION – City of Palatka Business Recruitment/Retention, Resource and Activities – Charles Rudd, Main Street Manager**
- * 5. RESOLUTION Authorizing the City Manager and City Clerk to execute and attest execution of the Memorandum of Agreement with Georgia-Pacific Consumer Operations, LLC (G-P) for the construction and operation of a Wetlands Center – Adopt**
- * 6. RESOLUTION Authorizing execution of the LeHuu Partners, P.A. Master Agreement and Supplemental Work Order #1 for the design, construction documents, bid administration and construction administration of the proposed (St. Johns River) Wetlands Center project – Adopt**

PUBLIC HEARINGS:

- * 7. ORDINANCE – Planning Board Recommendation to Annex and Rezone the following properties from Putnam Co. R-1A to City of Palatka R-1A, per Water & Sewer Utility Annexation Agreements:**
 - 1. 2406 Tommy Ave. – rezone from Putnam Co. R-1A to City of Palatka R-1A**
 - 2. 2408 Tommy Ave. – rezone from Putnam Co. R-1A to City of Palatka R-1A**
 - 3. 2412 Tommy Ave. – rezone from Putnam Co. R-1A to City of Palatka R-1A**
 - 4. 2419 Leigh St. – rezone from Putnam Co. R-1A to City of Palatka R-1A**
 - *a. ANNEXATION ORDINANCE – 1st Reading**
 - *b. REZONING ORDINANCE – 1st Reading**
- * 8. ORDINANCE – Multiple Properties along Zeagler Drive - Planning Board Recommendation to amend the zoning from R-3 (Multi-Family) to C-1 (General Commercial) – 1st Reading**
- * 9. ORDINANCE amending Palatka Municipal Code Section 94-156 to allow Educational/Interpretative Signs in Historic Districts - 1st Reading**
- * 10. ORDINANCE - 301 River Street - Planning Board Recommendation to amend the Future Land Use Map & Future Land Use Element from COM (Commercial) and RL (Residential, Low Density to REC (Recreation) and rezone from DR (Downtown Riverfront) to ROS (Recreation & Open Space) – City of Palatka, Applicant**
 - a. FUTURE LAND USE AMENDMENT ORDINANCE – Adopt**
 - b. REZONING ORDINANCE – 2nd Reading, Adopt**
- * 11. ORDINANCE amending Chapter 94 of the Municipal Code to revise maximum height of structures, lot coverage, standards and setbacks within certain zoning districts – 2nd Reading, Adopt**
- * 12. ORDINANCE amending Chapter 94 of the Municipal Code pertaining to development and off street parking standards applicable to residential uses in downtown zoning districts – 2nd Reading, Adopt**

AGENDA - CITY OF PALATKA

January 10, 2013

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- * 13. **REQUEST TO WAIVE SPECIAL EVENT FEES** for 01/19/13 Annual Dr. Martin Luther King Jr. Day Parade – African American Cultural Arts Council
- 14. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 15. **COMMISSIONER COMMENTS**
- 16. **ADJOURN**

*Attachment **Separate Cover

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

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

Upcoming Events:

Jan. 18 – Arbor Day Celebration
Jan. 21 – City offices closed to observe ML King Day
Jan. 26 – Palatka Municipal Airport Fly-In 9:00am – 4:00pm
March 1, 2013 – Azalea Festival Mayor's Reception
March 2 – 3, 2013 – Florida Azalea Festival
March 18 – 19 – FLC Legislative Action Day, Tallahassee

Board Openings:

Palatka Housing Auth. Board 1 Vacancy
Code Enforcement Board: 2 Vacancies (Arch. & Sub Contr.)

CITY OF PALATKA



Proclamation

WHEREAS, nearly a century and a half ago, President Abraham Lincoln issued the Emancipation Proclamation – a document that reaffirmed the noble goals of equality and freedom for all that lie at the heart of what it means to live in America. In the years since, we have tirelessly pursued the realization and protection of these essential principles. Yet, despite our successes, thousands of individuals living in the United States and still more abroad suffer in silence under the intolerable yoke of modern slavery. During National Slavery and Human Trafficking Prevention Month, we stand with all those who are held in compelled service; we recognize the people, organizations, and government entities that are working to combat human trafficking; and we recommit to bringing an end to this inexcusable human rights abuse; and

WHEREAS, with the start of each year, we commemorate the anniversary of the Emancipation Proclamation, which became effective on January 1, 1863, and the 13th Amendment to abolish slavery, which was signed by President Abraham Lincoln and submitted to the States for ratification on February 1, 1865; and

WHEREAS, human trafficking endangers the lives of millions of people around the world, and it is a crime that knows no borders. Human trafficking is a form of modern day slavery; be it for commercialized sexual or labor exploitation. This otherwise multi-layered crime does not have a static profile. It affects children, adults, U.S. citizens, residents and foreign nationals alike. More specifically, it affects Florida's most vulnerable population: children; and

WHEREAS, As of January to October 2012, there have been 546 Florida kids reported as potential human trafficking victims to the Department of Children and Families (DCF) hotline operators & over 184 domestic minors have been recipients of DCF services. Together, and in cooperation with our partners around the world, we can work to end this terrible injustice and protect the rights to life and liberty entrusted to us by our forebears and owed to our children.

NOW THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, together with the members of the Palatka City Commission, do hereby endorse the month of January, 2013 as

NATIONAL SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH

in the City of Palatka, and urge all citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 10th day of January, in the Year of Our Lord Two Thousand Thirteen.

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Phil Leary
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR

Florida Human Trafficking Non-profits

Northwest Region

(Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Calhoun, Gulf, Jackson, Liberty, Gadsden, Leon, Wakulla, Jefferson, Franklin)

Northeast Region

(Taylor, Madison, Hamilton, Suwannee, Lafayette, Dixie, Columbia, Levy, Gilchrist, Alachua, Bradford, Baker, Union, Duval, Nassau, Clay, Putnam, Volusia, Flagler, St. Johns)

Fight Injustice and Global Human Trafficking (FIGHT)

<http://www.fightsextrafficking.org/contact.html>

P.O. Box 358531

Gainesville, FL 32635-8531

The Defender Foundation

<http://www.thedefenderfoundation.org/>

P.O. Box 54128

Jacksonville, FL 32246

904-240-4580

Rethreaded

Rethreaded, a Jacksonville nonprofit founded to provide jobs for women escaping addiction, violence, human trafficking and prostitution.

www.rethreaded.com

Central Region

(Marion, Citrus, Hernando, Sumter, Lake, Orange, Osceola, Lake, Seminole, Brevard, Polk, Hardee, Highlands, Okeechobee, Indian River, St. Lucie, Martin)

Run for Freedom

<http://runforfreedom.net/>

P.O. Box 121122

Clermont, FL 34712

352-536-1264

Florida Abolitionist

<http://www.floridaabolitionist.org/>

PO Box 536832

Orlando, FL 32853

Redeem the Shadows

www.redeemtheshadows.org

1950 Sw Crane Creek Ave

Palm City, FL 34990

****working with wings of shelter from Lee/Collier to open shelter****

Out of the Life, Inc.

www.outofthelife.org

saveawoman@outofthelife.org

Jessie Maley

407-462-2399

Adult women victims of sex trafficking only.

Condo in Altamonte Springs (Seminole County)

Emily Fitchpatrick (ph) 828-429-0107

Founder/President

On Eagles Wings Ministries/The Hope House

PO Box 9737, Asheville 28815

www.oewm.net

<http://www.hopehousenc.com/#!/fields-of-hope>

We operate shelter programs for domestic victims of sex trafficking ages 12-25 - Hope Houses.

We also have an outreach program and empowerment program.

The empowerment program is called Fields of Hope. It is a 2 day a week program for female survivors of human trafficking.

We currently run this program in Asheville. It is for ages 16-25. It is a PAID 3 month educational fellowship program.

House of Mentoring & Empowerment, Inc. (HOME) The organization's mission is it to educate and empower runaway, sexually exploited and trafficked youth by providing them with services, guidance, resources and options that will help them exit homelessness and the commercial sex industry. HOME is dedicated to ending the exploitation of youth by spreading awareness and education in all sectors of the community so as to create supportive environments for victims and survivors of child exploitation. We will be opening the only drop-in outreach center in Central Florida that will serve youth who are being sexually exploited and/or are living the life out of necessity.

Mónica Méndez, PhD

CEO

House of Mentoring & Empowerment

P.O. Box 555100

Orlando, FL 32855
PH:(407)-963-4779
Monica.mendez@homefl.org

Suncoast Region

(Pasco, Pinellas, Hillsborough, Manatee, Sarasota, Desoto, Charlotte, Glades, Lee,
Hendry, Collier)

Beauty from Ashes
<http://www.beautyfromashes.org/>
13300 S. Cleveland Ave., Ste. 56
Fort Myers, FL 33907

Bridging Freedom
Laura Hamilton
P.O. Box 55355
St. Petersburg, FL 33732
<http://www.bridgingfreedom.org/>

Wings of Shelter
21301 S. Tamiami Trail
Suite 320 PMB 335
Estero, FL 33928
239-340-2980
<http://wingsofshelter.com/>

Selah Freedom
<http://www.selahfreedom.com/#!>
Part of Oasis Productions
PO Box 21415
Sarasota, FL 34276
941-677-8840
info@selahfreedom.com
Leadership Refresh church
15-20 person group home
Elizabeth Fisher group home organizer

Redefining Refuge, Inc.
Natasha Nascimento
813-778-4916
3511 Tabernacle Pl
Tampa, FL 33607
Nov 2012 8 beds

Agenda

Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the City Manager and City Clerk to execute and attest an Agreement with Dr. Townsend and Associates, PA for administration of the City of Palatka Employee Assistance Program for the calendar year 2013

DEPARTMENT: Admin/Clerk/Safety Committee

ATTACHMENTS: ___ Ordinance ___ x Resolution ___ Motion
x Support Documents ___ Other

SUMMARY: Attached is the proposed renewal of an Agreement with Dr. Vanessa Townsend & Associates, PA (Formerly Dr. Stephen Dingfelder and Associates) for the administration of the City of Palatka Employee Assistance Program, which expires 12/31/13. The cost to renew this contract is \$3,108.00; there is no increase in cost from 2012 and this cost is lower than prior years due to the decrease in the number of full-time employees. This represents a cost of \$21.00 per eligible full-time employee.

This benefit has been offered to City of Palatka employees as part of its Safety Program since 2004 and the renewal of this Agreement has been endorsed by your Safety Committee each year. At its December 18, 2012 meeting your Safety Committee again unanimously endorsed this renewal. It is a valuable benefit and utilized by employees for self-referral for counseling services. Department Heads can also utilize this program by referring employees experiencing problems for treatment before they become performance problems. This is a valuable and timely benefit.

RECOMMENDED ACTION: Adopt Resolution no 2013-9-60 authorizing the execution of an Agreement for the administration of the City of Palatka Employee Assistance Program with Dr. Townsend and Associates.

DEPARTMENT HEAD Submitted: B. Driggers Date: 12/18/12
Requested Agenda Consent Date: 1/10/13

FINANCE DEPARTMENT Budgeted x Yes ___ No ___ N/A Date: 01/31/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 1/2/13

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved

RESOLUTION No. 2013 - 9 - ____

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST AN EMPLOYEE ASSISTANCE
PROGRAM ADMINISTRATION AGREEMENT WITH DR.
TOWNSEND & ASSOCIATES, PA FOR THE CALENDAR YEAR
2013**

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

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

WHEREAS, Dr. Townsend has proposed a renewal Agreement to administer the City of Palatka Employee Assistance Program for a flat annual fee of \$3,108.00, or \$21.00 per full-time employee, which represents no increase in cost to the City for this service; and

WHEREAS, during its December 18, 2012 meeting, the City of Palatka Safety Committee voted unanimously to recommend renewal of this contract for the calendar year 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the City Manager and City Clerk are hereby authorized to execute and attest the Employee Assistance Program (EAP) Agreement with Dr. Townsend & Associates, PA in the amount of \$3,108.00 for EAP program administration services through December 31, 2013.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of January, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

DR. TOWNSEND & ASSOCIATES, P.A.

November 29, 2012

Ms. Betsy Driggers
City of Palatka
201 North 2nd Street
Palatka, FL 32177

Dear Ms. Driggers:

Please find enclosed the EAP Contract for January 1, 2013 through December 31, 2013 for the City of Palatka. Please note that there is NO increase to cost, based on the assumption that your employee number remains the same. I would appreciate it if you would provide the Contract to the City Manager for his signature.

We have enjoyed providing an Employee Assistance Program for the City of Palatka Employees and look forward to continuing our relationship. I hope this letter finds you, your staff and family having a wonderful Holiday Season.

Sincerely,



Vanessa Townsend, Psy.D.
Licensed Psychologist

VT/eh

9 St. Johns Medical Park Dr. St. Augustine, FL 32086 (904) 797-2705
6910 Old Wolf Bay Rd., Palatka, FL 32177 (386) 328-4955

DR. TOWNSEND & ASSOCIATES, PA

AGREEMENT

This Agreement is made and entered into this 1st day of January, 2013 between the City of Palatka and Dr. Townsend & Associates, P.A..

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

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

THE PROVIDER:

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

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

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

9 St. Johns Medical Park Dr. St. Augustine, FL 32086 (904) 797-2705
6910 Old Wolf Bay Rd., Palatka, FL 32177 (386) 328-4955

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

THE CITY OF PALATKA WILL:

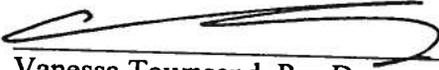
- A. Assist the Provider in delivering the EAP services to its employees.
- B. Provide on at least a once a year basis a letter to employees and their families indicating the existence of and support for the EAP. This letter shall be sent to the employees' home address.
- C. Provide all materials, supplies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

COMPENSATION:

The services and assistance offered through this Contract will be provided to The City of Palatka for a fee of \$3,108.00 per Contract year (based on 148 full-time employees at \$21.00 each). This Contract shall remain in force for a period of one year from January 1, 2013 to December 31, 2013. This Contract may be canceled by either party with 60 days written notice.

The above is agreed to by:

City Manager
The City of Palatka



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

Date

11/28/12

Date

MINUTES
SAFETY COMMITTEE AGENDA
December 18, 2012 – 9:00 a.m.

Present:

Mark Lynady	Fire
Shawn Ladd	Public Works
Betsy Driggers	Claims
Fred Lumpkin	Parks/Cemetery
James Griffith	PD

Absent:

Melvin Register	WP
John Youell	Airport
Thad Crowe	B&Z
Michelle Casto	WWTP

Call to Order: The meeting was called to order at 9:00 a.m.

Minutes of November 20, 2012 – James Griffith moved to adopt the minutes as read. Shawn Ladd seconded the motion, which passed unopposed.

Accident/Incident Review – November 2012

The following employees were found to have had Non-preventable or at-fault/preventable accidents/incidents:

Work Comp: 1 incidents reported – 1 incident at-fault/preventable

11/21/12 H. Miller-Injured Sanitation

H. Campbell-Driver Sanitation

Driver of Unit 30 was attempting to back down street when he misjudged the turn and backed into a parked vehicle with employee still on the step causing damage to the vehicle and injury to employees foot. Claim filed. Loss of time.

Mark Lynady stated in reference to the incident of 10/02/12 reported last month, proper lifting techniques were used. Incident was non-preventable.

Equipment Damage/NOC: None reported at this time.

Liability: 3 incidents reported – 2 incidents at-fault/preventable

11/21/12 J. Robinson-Claimant

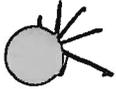
H. Campbell-Driver Sanitation

Driver of Unit 30 was attempting to back down street when he misjudged the turn and backed into a parked vehicle with employee still on the step causing damage to the vehicle and injury to employees foot. Claim filed. Loss of time.

Mark Lynady stated he and Ed Chandler did check out the area regarding the incident of 08/21/12 and recommends some type of barrier be put in place around the drain.

3. Other Business – EPA Contract 1/1/13 through 12/31/13

Betsy Driggers stated there are no changes to the contract and the amount is the same as last year. James Griffith moved to recommend Renewal of the EAP to the City Commission. Betsy Driggers seconded the motion, which passed unopposed.



Minute for Safety:

- Fire Dept. – August – Inclement weather safety
- September – Apparatus placement safety
- October – Donning protective equipment
- November – Haz Mat Decon
- December – Power Line Safety when using Tower 21

B&Z – Safety Bulletins

Cemetery/Parks – Personal Health

Public Works – Holiday Safety (drinking & driving)

WTP –

WWTP –

City Hall – Safety Bulletins

PD – Vehicle stops

Next Meeting: February 19, 2013 – 9:00 a.m. at City Hall

Adjourn at 10:22 a.m.



Agenda

Item

36



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the City Manager and City Clerk to execute and attest Passero & Associates' Supplemental Agreement No. 12-37 for the identification, location, removal and disposal (sale) of excess materials at the Palatka Municipal Airport

DEPARTMENT: City Hall/Admin

ATTACHMENTS: [] Ordinance [x] Resolution [] Motion
[x] Support Documents [] Other

SUMMARY: Attached is a Resolution and associated proposed supplemental agreement with Passero & Associates for the identification, removal and disposal of excess asphalt millings and lime rock material at the Palatka Municipal Airport. At the September 13, 2012 City Commission meeting the City Manager mentioned the sale of surplus material as one of the many non-traditional ways that City staff would be looking at to generate revenue at the Airport. The attached agreement details the four potential areas for material excavation. Based upon the proposed areas and estimated depth of material, Staff and the project engineers conservatively estimate a potential \$55,000 in revenue from excess material sales. This however is contingent on the sale of the material and uniform depth of material throughout the entire project area. During the project Passero & Associates will provide payment (by check) directly to the City monthly, during and after the milling and excavation processes, after the actual sale of materials. In addition, Passero will report the amount of material, and dollar-value to the City monthly.

RECOMMENDED ACTION: Adopt resolution 2013 - 9 - 61 authorizing the City Manager and City Clerk to execute and attest Passero & Associates Supplemental Agreement 12-37 for the identification, location, removal and disposal of excess materials at the Palatka Municipal Airport.

DEPARTMENT HEAD Submitted: Jonathan Griffith Date: 12-26-12
Requested Agenda: Consent Date: 01-10-13

FINANCE DEPARTMENT Budgeted [x] Yes [] No [] N/A Date: 1/13/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

H:\City Commission\Agenda Requests\Agenda Request Geotechnical Services 8-29-12.doc

RESOLUTION No. 2013-9-___

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST PASSERO ASSOCIATES, LLC
SUPPLEMENTAL AGREEMENT NO. 12-37 FOR THE
IDENTIFICATION, LOCATION, REMOVAL AND DISPOSAL
(SALE) OF EXCESS MATERIALS AT THE PALATKA
MUNICIPAL AIRPORT**

WHEREAS, on 2/10/2011 the Palatka City Commission (the City) entered into a contract with Passero Associates, LLC for master consulting services for the Palatka Municipal Airport (Kay Larkin Field); and

WHEREAS, Passero Associates, LLC, the City's designated Airport Engineers, has proposed Supplemental Agreement No. 12-37 for the identification, location, removal and disposal (sale) of excess materials at the Palatka Municipal Airport, (the **Project**); and

WHEREAS, the City deems it reasonable and necessary to enter into a Supplemental Agreement with Passero & Associates, for the disposal of surplus asphalt and lime rock for said **Project**.

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, LLC Supplemental Agreement No. 12-37 for the identification, location, removal and disposal (sale) of excess asphalt and limerock at the Palatka Municipal Airport.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of January, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

City of Palatka – Palatka Municipal Airport

Proposal to:

**Identify, Excavate and Dispose (Sell) Excess
Materials (at Airport)**

(Phase 1 - Asphalt Millings and Limerock)

(Supplemental Agreement 12-37)



**Identify, Excavate and Dispose (Sell) Excess Materials (at Airport)
(Phase 1 - Asphalt Millings and Limerock)**

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

Project Location: Palatka Municipal Airport (Kay Larkin Field), Palatka, Florida.

Project Description: Professional services, support and coordination for the identification, location, removal and disposal (sale) of excess materials at the Airport. Note: Passero will be supported by contractors and/or trucking companies to provide these services. (See attached Project Sketch to reference the location, removal and disposal (sale) of excess material areas (Areas 1-2-3-4. Note: Area 4 cannot be considered without City-modification/lowering of adjacent City spray field.)

Scope of Basic Services: Support and coordination for the identification, location, removal and disposal (sale) of excess materials.

Scope of Special Services: None.

Client Manager: Mr. Michael Czymbor, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Chris Nardone, RA and Matt Singletary, P.E.

Basic Services Compensation (Payment to City):	Unit Price (asphalt):	\$100.00 payment (each 18CY truckload sold)
	Unit Price (limerock):	\$70.00 payment (each 18CY truckload sold)

Note: Passero and contractors/trucking companies are responsible to restore material areas to clean, proper, graded (positive drainage) condition. Final grading may involve re-use and placement of on-airport (available) fill material into disturbed areas.

Total Project Cost (Total Payment to City): To be determined (based on total volume of excess material sold).

Passero will provide payment (by check) directly to the City monthly, during and after the milling and excavation processes, after the actual sale of materials.

Passero will report the amount of material, and dollar-value to the City monthly.

Passero will not be receiving compensation directly from the City, and the City will not be providing payment to Passero for this work.

Revenue will be provided to Passero:

- a. After the actual sale of the excess materials, and
- b. After payment to the City has been made, and
- c. After payment to the contractor and trucking companies (hired to remove and/or haul the excess material) has been made.
- d. If funds remain (after a-c), Passero will be compensated from that amount.

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

Meetings: As needed and directed by the City.

- Deliverables:**
1. Professional services, support and coordination for the identification, location, removal and disposal (sale) of excess materials at the Airport.
 2. Unit price payments to City for disposal of asphalt millings and unit price payments to City for disposal of limerock.
 3. Passero and contractors/trucking companies are responsible to restore material areas to clean, proper, graded (positive drainage) condition.

"CONSULTANT" - PASSERO ASSOCIATES, LLC

BY: Andrew M. Holesko

Andrew M. Holesko (Program Manager)
Typed Name, (Title)

"CLIENT" - CITY OF PALATKA

BY: _____

Michael Czymbor (City Manager)
Typed Name, (Title)

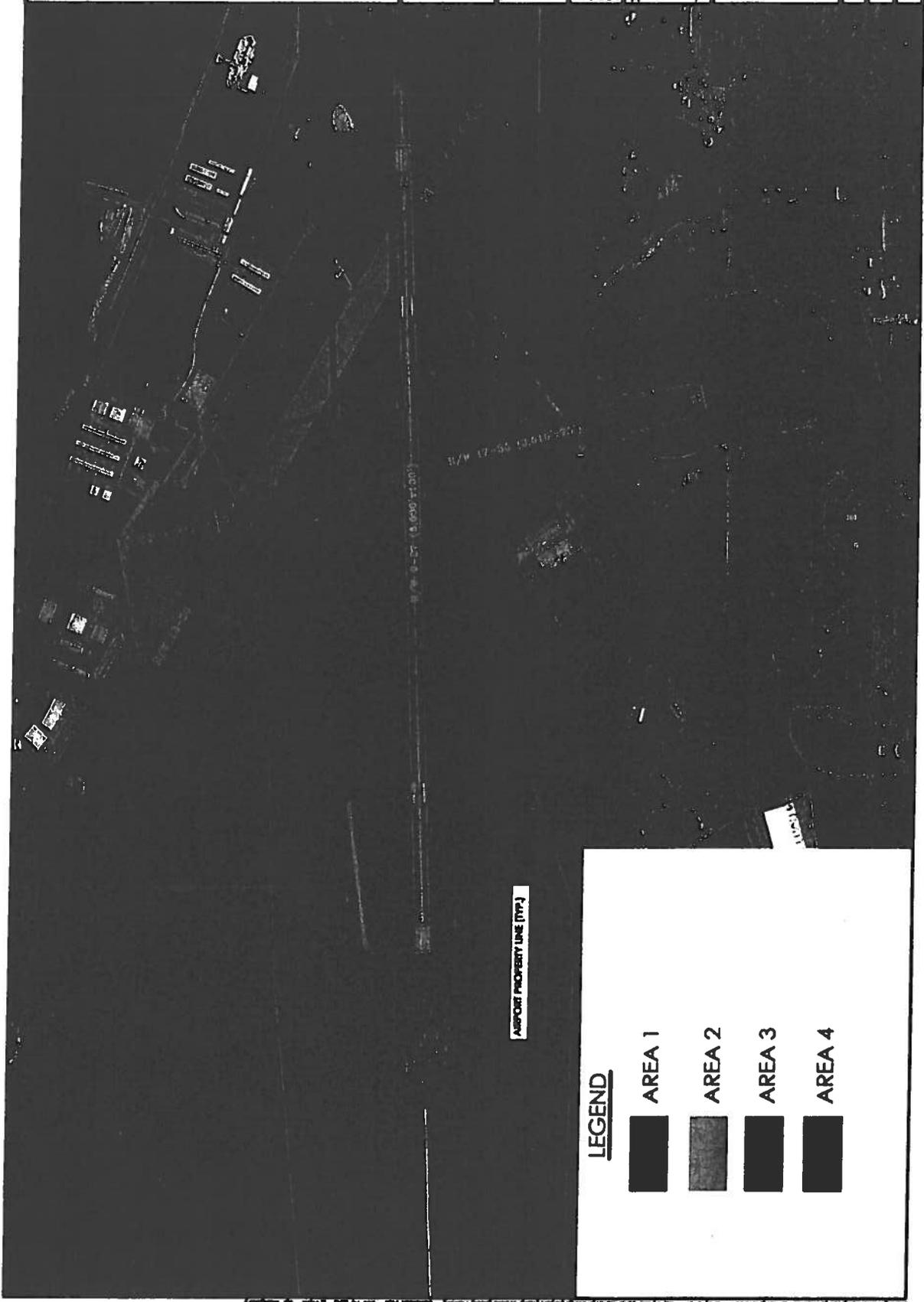
BY: _____

Vernon Myers (Mayor)
Typed Name, (Title)

ATTEST BY: Sara C. Manning

ATTEST BY: _____

END OF SCOPE OF SERVICES.



AIRPORT PROPERTY LINE (1974)

LEGEND

- AREA 1
- AREA 2
- AREA 3
- AREA 4

Agenda
Item

3c



AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the execution of an addendum to the FDOT Memorandum of Agreement dated July 25, 2011 for Riverfront Park Improvements within HWY 17/SR15 (Reid Street) right-of-way.

DEPARTMENT: City Hall/Admin

ATTACHMENTS: [] Ordinance [x] Resolution [] Motion
[x] Support Documents [] Other

SUMMARY: Please see attached a Resolution authorizing the execution of the attached Addendum to a 7/25/11 Memorandum of Agreement with FDOT for maintenance of improvements constructed within the ROW of Hwy 17/SR 15(Reid Street) as part of the riverfront park improvement project in 2012. Given the improvements made are substantially different in character than that of the rest of the ROW the City previously agreed to maintain, the FDOT has proposed this addendum to outline the type and frequency of maintenance for this area. The project has been completed for some time now and City crews have been maintaining the subject area in accordance with what is proposed. No additional resources will be needed to comply with this proposed addendum.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-62 authorizing the City Manager and City Clerk to execute and attest an Addendum to the Florida Department of Transportation Memorandum of Agreement dated July 25, 2011 for work associated with the Riverfront/Downtown Redevelopment Project within FDOT right-of-way.

DEPARTMENT HEAD Submitted: Jonathan Griffith Date: 12-26-12
Requested Agenda: Consent Date: 01-10-13

FINANCE DEPARTMENT Budgeted [] Yes [] No [x] N/A Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 1/3/13

COMMISSION ACTION: [] Approved as Recommended [] Disapproved

- Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

H:\City Commission\Agenda Requests\Riverfront Park FDEP Submerged Land Lease 10-11-12.doc

RESOLUTION NO. 2013 – 9 - 62

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST AN ADDENDUM TO THE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DATED JULY 25, 2011 FOR WORK ASSOCIATED WITH THE RIVERFRONT/DOWNTOWN REDEVELOPMENT PROJECT WITHIN FDOT RIGHT-OF-WAY

WHEREAS, the City of Palatka and the Florida Department of Transportation entered into a Memorandum of Agreement on July 25, 2011; and

WHEREAS, the Florida Department of Transportation wishes to amend this agreement to expand the term improvement to include landscaping; and

WHEREAS, it is in the best interest of the City of Palatka to execute the addendum and maintain the landscaped area as agreed.

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

1. That Michael J. Czymbor and Betsy J. Driggers, City Manager and City Clerk respectively for the City of Palatka, Florida, are hereby authorized to execute and attest the Addendum to the Memorandum of Agreement with the Florida Department of Transportation dated July 25, 2011, for work associated with the riverfront/downtown redevelopment project within Florida Department of Transportation right-of-way; and
2. That the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. That a copy of this Resolution be forwarded to FDOT along with the executed agreement.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of January, 2013.

CITY OF PALATKA

BY: _____
Its Mayor

MEMORANDUM OF AGREEMENT ADDENDUM

THIS MEMORANDUM OF AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Palatka ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of that certain Memorandum of Agreement ("MOA") previously executed by the Parties on July 25, 2011, a copy of which is attached as Exhibit "A"; and
2. Pursuant to and as defined by the MOA, the Improvement was constructed on or within the Department's State Road 15 right-of-way ("Property") by the Agency via Department Permit Number 2011-A-297-13 ("Permit"); and
3. This Addendum shall be merged into and made part of the MOA and both documents shall be collectively referred to herein as the "Agreement"; and
4. The Agency desires to expand the term Improvement to include landscaping ("Additional Improvement") on or within the Property, and more particularly described in Exhibit "B"; and
5. The Department is amenable to this requests pursuant to the terms and conditions of this Addendum; and
6. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "C"; and
7. All other terms and conditions of the MOA shall remain in full force and effect; and
8. In the event of any conflict or inconsistency between the MOA and this Addendum, the provisions of this Addendum shall control.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound hereby, acknowledge, covenant and agree as follows:

1. RECITALS & EXHIBITS

The recitals set forth above and Exhibits attached hereto, if any, are specifically incorporated herein by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement ("Effective Date").

3. ADDITIONAL IMPROVEMENT

The Parties agree that the term Improvement will also refer to the Additional Improvement described in Exhibit B of this Addendum.

4. MAINTENANCE & REPAIR

The Parties agree that the following language will replace paragraph 8 of the MOA:

- A. The Agency shall maintain the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the Maintenance Rating Program's ("MRP") desired minimum standard rating of 80. Should the

Department determine that any item of maintenance has fallen below the desired minimum standard rating, the Agency agrees to immediately bring the deficient item up to a minimum MRP rating of 80. The Agency will not be held responsible for an MRP rating below 80 so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

C. The Agency shall maintain all turf and landscaped areas within the Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Mowing" (1990), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

D. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

E. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

F. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

5. ADDITIONAL LANDSCAPING

The Agency shall install any additional landscaping on or within the Property without first seeking and obtaining required approvals and permits from the Department. Any such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of six (6) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

City of Palatka

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for the City of Palatka

EXHIBIT "A"

(MOA)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and City of Palatka ("Applicant").

WHEREAS, the term "Property" shall refer to certain real property located in Putnam County, Florida owned by the Department and described as S.R. 15 (US 17) right of way; and

WHEREAS, the term "Improvement" means and shall refer to improvements authorized by permit 2011-A-297-13 that will be constructed on the Property, a portion of which will be constructed within the Department's right-of-way, see attached Exhibit A; and

WHEREAS, the Applicant shall fund, construct, maintain, operate and repair the Improvement.

WHEREAS, the Applicant acknowledges that the Applicant has the right to be represented by legal counsel and that the Applicant consulted with Applicant's attorney regarding this Agreement before signing the same or that Applicant waives the right to consult with their attorney and that they fully understand the terms and provisions of this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY

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

5. COMPLIANCE

The Applicant shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Applicant may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this

Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way

7. CONSTRUCTION

A. The Applicant shall furnish the Department's Local Maintenance Engineer ("LME") with four (4) signed and sealed copies of the construction plans and specifications for the Improvement ("Plans and Specifications") prepared by a Florida registered professional engineer, or landscape architect providing professional services pursuant to Chapter 481, Florida Statutes, together with a construction schedule ("Construction Schedule") and such other documentation as the Department may require.

B. The Applicant shall not commence construction of the Improvement until such time as the LME issues final written approval of the Plans and Specifications and Construction Schedule for the Improvement via issuance of one or more appropriate Department permits.

C. The Applicant shall not make any changes to the approved Plans and Specifications for the Improvement without the prior written approval of the LME. Changes to the approved Plans and Specifications for the Improvement absent the prior written approval of the LME shall be deemed a material breach of this Agreement.

D. The Applicant shall provide the Department with a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Improvement.

E. The Applicant shall complete construction of the Improvement in accordance with the Construction Schedule and shall provide the Department's LME with written notice of completion of construction of the Improvement, including, final as-built plans and an engineering certificate that construction was completed in accordance with the Plans and Specifications. Thereafter, the LME, or designee, shall perform a final inspection. If the construction is in compliance with the Plans and Specifications and applicable Governmental Law, the Department shall issue a final acceptance letter ("Final Acceptance"). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate local, state, federal, administrative, regulatory or environmental entity. The Department shall notify the Applicant in writing if the construction is deficient or not in compliance with the Plans and Specifications and applicable Governmental Law. Thereafter, the Applicant shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and Applicant mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same. The Department shall not issue its Final Acceptance until the deficiency / non-compliance is corrected.

F. If the deficiency is not corrected timely, or if the Department determines that the construction remains deficient or non-compliant after receipt of the Applicant's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Applicant with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Applicant to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Applicant's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Applicant with an invoice for the costs incurred by the Department and the Applicant shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. The Plans and Specifications, Construction Schedule, final as-built plans and engineering certificate for the Improvement are incorporated herein and made part of this Agreement by reference.

8. MAINTENANCE & REPAIR

A. The Applicant shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvement, said obligations to remain the sole responsibility of the Applicant.

B. If the Department determines that the Applicant is not maintaining and repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Applicant. The Applicant shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Applicant mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Applicant's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Applicant with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Applicant to remove the Improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Applicant's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Applicant with an invoice for the costs incurred by the Department to correct the deficiency and the Applicant shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The Department shall provide the Applicant with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Applicant shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Applicant to improve or modify the Improvement if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Construction" and "Maintenance & Repair" sections hereof.

C. Improvements and modifications shall be constructed and completed by the Applicant within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

10. UTILITIES

The Applicant shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Applicant to perform this Agreement. The Applicant shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Applicant directly with the applicable utility.

11. MAINTENANCE OF TRAFFIC

A. The Applicant shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Applicant fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Applicant's sole cost and expense. Should the Department perform MOT, the Department shall provide the Applicant with an invoice for the costs incurred by the Department and the Applicant shall pay the invoice in accordance with the "Payment" section of this Agreement.

12. REMOVAL

A. The Department may require the Applicant to remove the Improvement and restore the Property to the condition that existed immediately prior to the Effective Date of this Agreement if the Department determines: (1) the Improvement is not constructed or maintained in accordance with Governmental Law; (2) removal of the Improvement is required by applicable Governmental Law; (3) the Applicant breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvement will benefit the Department in the conduct of its business. Removal and restoration shall be completed by the Applicant within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Applicant mutually agree in writing.

B. Removal and restoration shall be completed by the Applicant in accordance with applicable Governmental Law, specifically including the Department's Standard Specifications for Road and Bridge Construction.

C. Should the Applicant fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Applicant with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Applicant's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Applicant with an invoice for the costs incurred by the Department and the Applicant shall pay the invoice in accordance with the "Payment" section of this Agreement.

13. PERMISSIVE USE

This Agreement creates a permissive use only and neither the granting of permission to use the Property, nor construction of the Improvement on or within the Property shall operate to create or vest any property right to or in the Applicant. The Applicant shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

14. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Applicant to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Applicant forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Applicant, as a result of the Department's exercise of any right provided in this Agreement.

15. DUE DILIGENCE & WARRANTIES

A. All due diligence requirements related to the Applicant's negotiation, execution and performance of this Agreement are the sole responsibility of the Applicant.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Property; and (2) merchantability or fitness for a particular purpose.

16. PAYMENT

All Department invoices submitted to the Applicant for payment pursuant to the terms and provisions of this Agreement are due and payable within forty-five (45) days of the date of the invoice ("Due Date"). Any portion of an Invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

17. INDEMNIFICATION

A. The Applicant shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Applicant's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Applicant's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Applicant shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Applicant's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the

Department's written notice of claim for indemnification to the Applicant. The Applicant's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

19. NOTICE

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: St. Augustine Maintenance Engineer
3600 DOT Road
St. Augustine, Florida 32284

- and -

Florida Department of Transportation
Attention: Chief Counsel District Two
1109 South Marion Avenue, Mail Station 2009
Lake City FL 32025

Applicant: City of Palatka
Attention: Woody Boynton, P.E.
201 N. 2nd Street
Palatka, FL 32177

Applicant agrees that if it fails to notify Department by certified mail of any changes to its notification address, Applicant shall have waived any defense based on Department's failure to notify Applicant.

20. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

21. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

22. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Applicant and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

23. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

24. ASSIGNMENT

The Applicant shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the City from delegating its duties hereunder, but such delegation shall not release the City from its obligation to perform the Agreement.

25. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

26. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

27. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

28. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

29. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

30. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

31. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

32. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

33. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, Applicant or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

34. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall

be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

35. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of seven (7) pages.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION ("Department")

By: [Signature]
James F. Hannigan, Jr., P.E.
District Maintenance Engineer

STATE OF FLORIDA COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 25 day of July, 2011, by James F. Hannigan, Jr., P.E. District Maintenance Engineer, who is personally known to me.



Lisa Lambert
Printed/typed name: _____
Notary Public-State of _____
Commission Number: _____
Commission expires: _____

Melvin K. Blackwell 7.25.11
LEGAL REVIEW BY:

APPLICANT

CITY OF PALATKA, Applicant

ATTEST:

by: [Signature]
Vernon Myers
Its MAYOR

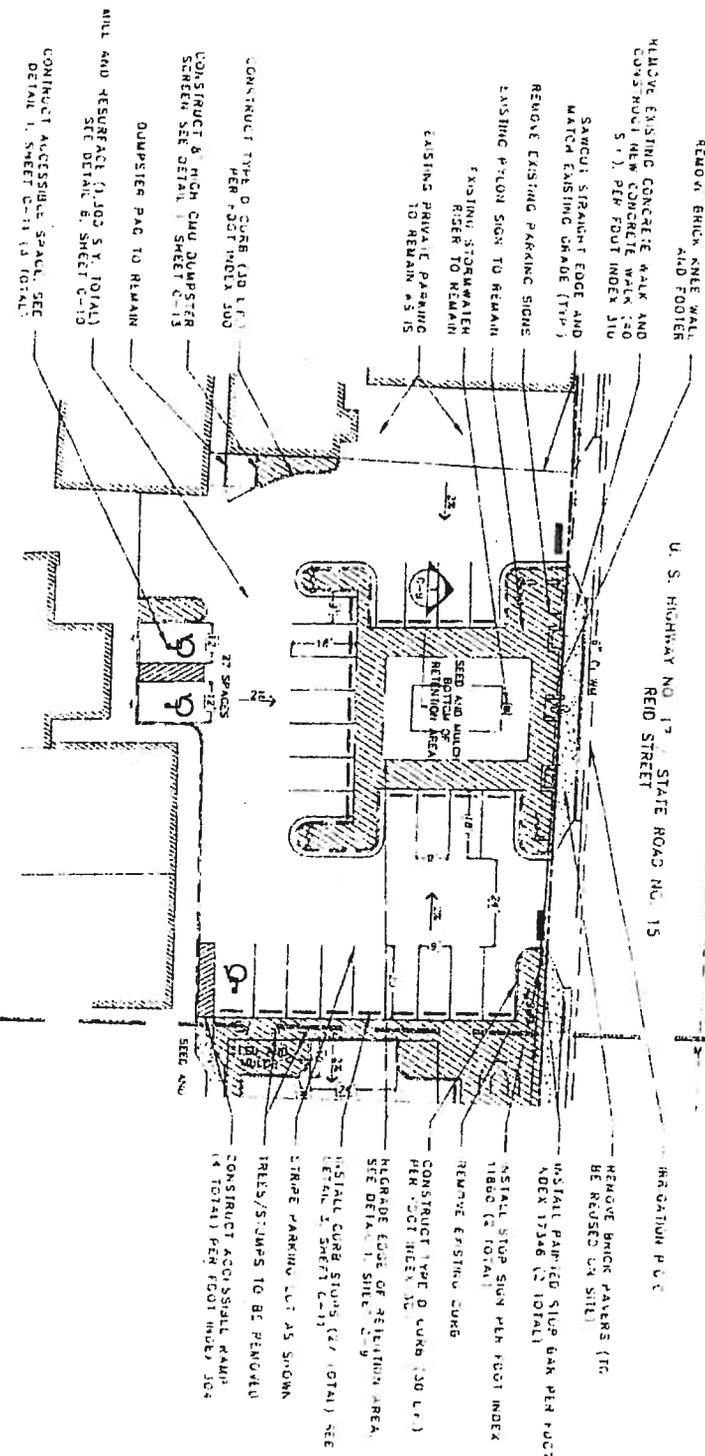
[Signature]
Betsy Driggers
CITY CLERK

STATE OF FLORIDA COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 15th day of July, 2011, by Vernon Myers & Betsy Driggers, who is personally known to me, or who produced Mayor and City Clerk, respectively & identification.

Karen M Venables
Printed/typed name: Karen M. Venables
Notary Public-State of Florida
Commission Number: DD 961716
Commission expires: March 29, 2014

[Signature]
LEGAL REVIEW BY:



REMOVE BRICK KNEE WALL AND FOOTER

REMOVE EXISTING CONCRETE WALK AND CURB WITH CONCRETE WALK (20' x 5'), PER FOOT INDEX 310

SAW CUT STRAIGHT EDGE AND MATCH EXISTING GRADE (TYP.)

REMOVE EXISTING PARKING SIGNS

EXISTING Pylon SIGN TO REMAIN

EXISTING STORMWATER RIDER TO REMAIN

EXISTING PRIVATE PARKING TO REMAIN AS IS

CONSTRUCT TYPE D CURB (30 L.F.) PER FOOT INDEX 300

CONSTRUCT 8' HIGH CMU DUMPSIE RAMP SEE DETAIL I SHEET C-13

DUMPSIE PAD TO REMAIN

MILL AND RESURFACE (1,100 S.Y. TOTAL) SEE DETAIL B, SHEET C-10

CONSTRUCT ACCESSIBLE SPACE, SEE DETAIL I, SHEET C-11 (3 TOTAL)

U. S. HIGHWAY NO. 17 STATE ROAD NO. 15

REID STREET

MATCH LINE C-2

REMOVE BRICK PAVERS (ITC BE REUSED ON SITE)

INSTALL PAVED SLOPE GRAB PER FOOT INDEX 12346 (2 TOTAL)

INSTALL STOP SIGN PER FOOT INDEX 1180 (2 TOTAL)

REMOVE EXISTING CURB

CONSTRUCT TYPE D CURB (30 L.F.) PER FOOT INDEX 30

GRADE EDGE OF RETENTION AREA, SEE DETAIL I SHEET C-13

INSTALL CURB STOPS (27 TOTAL) SEE DETAIL I SHEET C-11

STRIP PARKING LOT AS SHOWN

TREES/STUMPS TO BE REMOVED

CONSTRUCT ACCESSIBLE RAMP (4 TOTAL) PER FOOT INDEX 304

PARKING LOT A



Exhibit A
Page 1 of 16

C-1

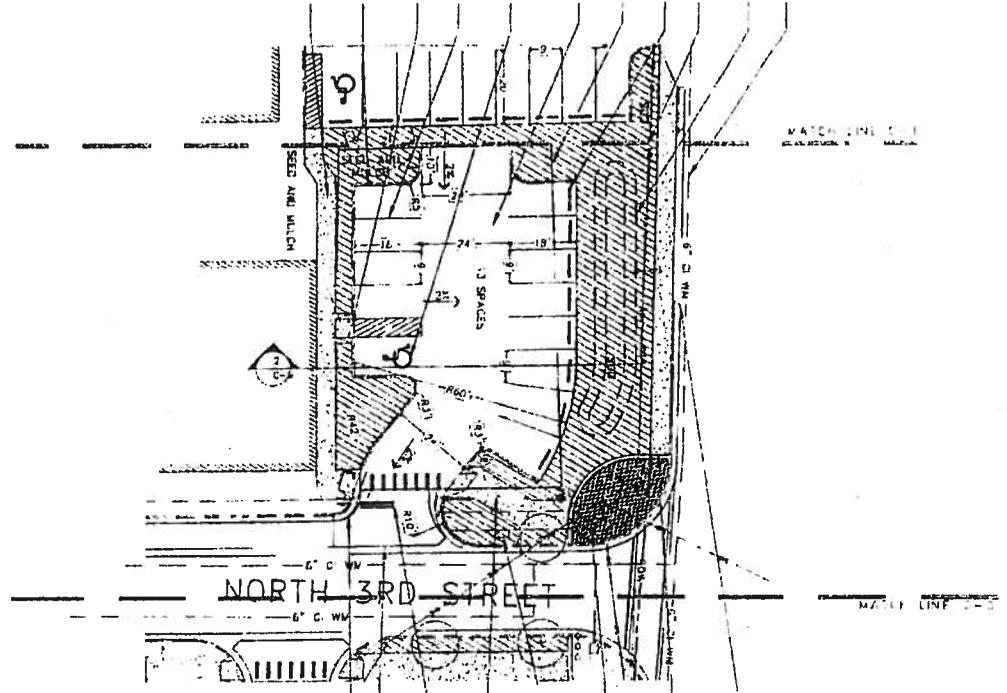
PARKING LOT A

Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

Ernest J. Hannon, Jr., P.E.
Professional Engineer
No. 12345
City of Palatka, FL



IRRIGATION P.U.C.
 CONSTRUCT RETENTION AREA
 SEE DETAIL A SHEET C-9
 RESET HOSE DIB (BT C-11)
 INSTALL CONCRETE WHEEL
 SLOPS (6 TOTAL)
 REMOVE EXISTING CONCRETE PARKING
 CONSTRUCT NEW ASPHALT/FLYASH
 BASE PARKING LOT (570 S.F.), SEE
 DETAIL B SHEET C-10
 CONSTRUCT ACCESSIBLE SPACE SEE
 DETAIL I, SHEET C-11 (1 TOTAL)
 STRIPE PARKING LOT AS SHOWN
 CONSTRUCT TYPE D CONCRETE CURB
 (241 L.F.) TYP.
 REMOVE EXISTING CONCRETE WALK
 CONSTRUCT NEW 5" WIDE CONCRETE PARKING
 (5 Y.) PER FOOT INDEX 300



REMOVE CONCRETE APRON AND INSTALL
 CURB AND GUTTER TO MATCH EXISTING
 (50' L.F.) PER FOOT INDEX 300
 REMOVE EXISTING CONCRETE WALK. CONSTRUCT
 NEW 5" CONCRETE WALK (59 S.F.), PER FOOT
 INDEX 310
 REMOVE EXISTING BRICK WALK AND CONCRETE
 CONSTRUCT NEW BRICK WALK AND CURB RESTRAINT AS
 SHOWN (44 S.F.)
 CONCRETE PAVEMENT AND SIGNAL
 CONTROL PANEL TO REMAIN
 REMOVE EXISTING CONCRETE WALK
 CONSTRUCT NEW 6" WIDE CONCRETE WALK (31
 S.F.) PER FOOT INDEX 310
 INSTALL STOP SIGN, PAINTED STOP BAR AND
 CROSSWALK PER FOOT INDEX 175-6
 MATCH GRADE AT EXISTING GUTTER
 CONSTRUCT CURB AND GUTTER TO MATCH
 EXISTING (52 L.F.) PER FOOT INDEX 300

PARKING LOT B
 (UNMET NEED)

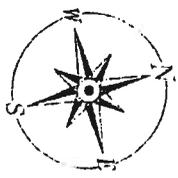


Exhibit A
 Page 2 of 16

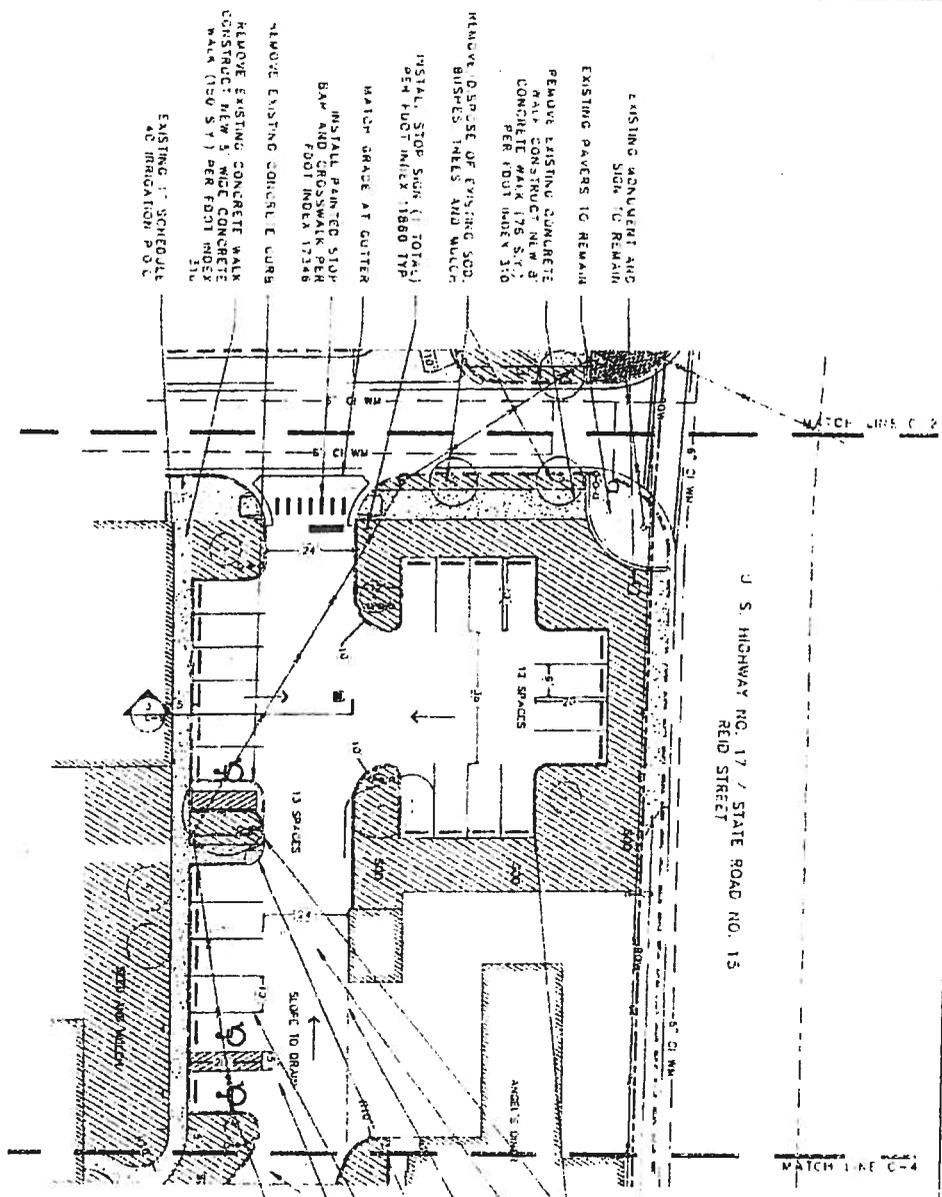
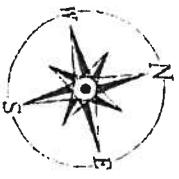
C-2

PARKING LOT B (UNMET NEED)
 Downtown Commercial Area Redevelopment Plan
 City of Palatka, FL

City of Palatka, P.E.
 [Signature]
 [Signature]



PARKING LOT C SHEET 1 OF 2



REMOVE EXISTING CONCRETE WALK CONSTRUCT NEW 5" CONCRETE WALK (38 S.F.) PER FOOT INDEX 310

REMOVE ALL EXISTING CURB AND CONSTRUCT NEW TYPE D CURB (AND LF THIS SHEET) PER FOOT INDEX 300 DETAIL 2 SHEET C-10

SAWED STRAIGHT EDGE AND MATCH EXISTING GRADE AT PAVEMENT

CONSTRUCT ACCESSIBLE RAMP PER FOOT INDEX 304 (2 TOTAL)

CONSTRUCT 4 3/4" x 11" ANGIOCK BASE PARKING LOT (380 S.F.) SEE DETAIL B, SHEET C-10

CONSTRUCT ACCESSIBLE SPALL SEE DETAIL 1, SHEET C-11 (3 TOTAL)

EXISTING MONUMENT AND SIGN TO REMAIN

EXISTING PAVERS TO REMAIN

REMOVE EXISTING CONCRETE WALK CONSTRUCT NEW 5" CONCRETE WALK (76 S.F.) PER FOOT INDEX 310

REMOVE DISPOSE OF EXISTING 300 BUSHES, TREES AND MULCH

INSTALL STOP SIGN (1 TOTAL) PER FOOT INDEX 1860 TYP

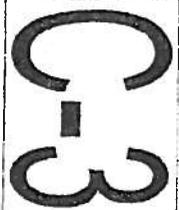
MATCH GRADE AT GUTTER

INSTALL PAINTED STOP BAY AND CROSSWALK PER FOOT INDEX 1236

REMOVE EXISTING CONCRETE CURB

REMOVE EXISTING CONCRETE WALK CONSTRUCT NEW 5" CONCRETE WALK (200 S.F.) PER FOOT INDEX 310

EXISTING 1" SCHEDULE 40 IRRIGATION PIPE

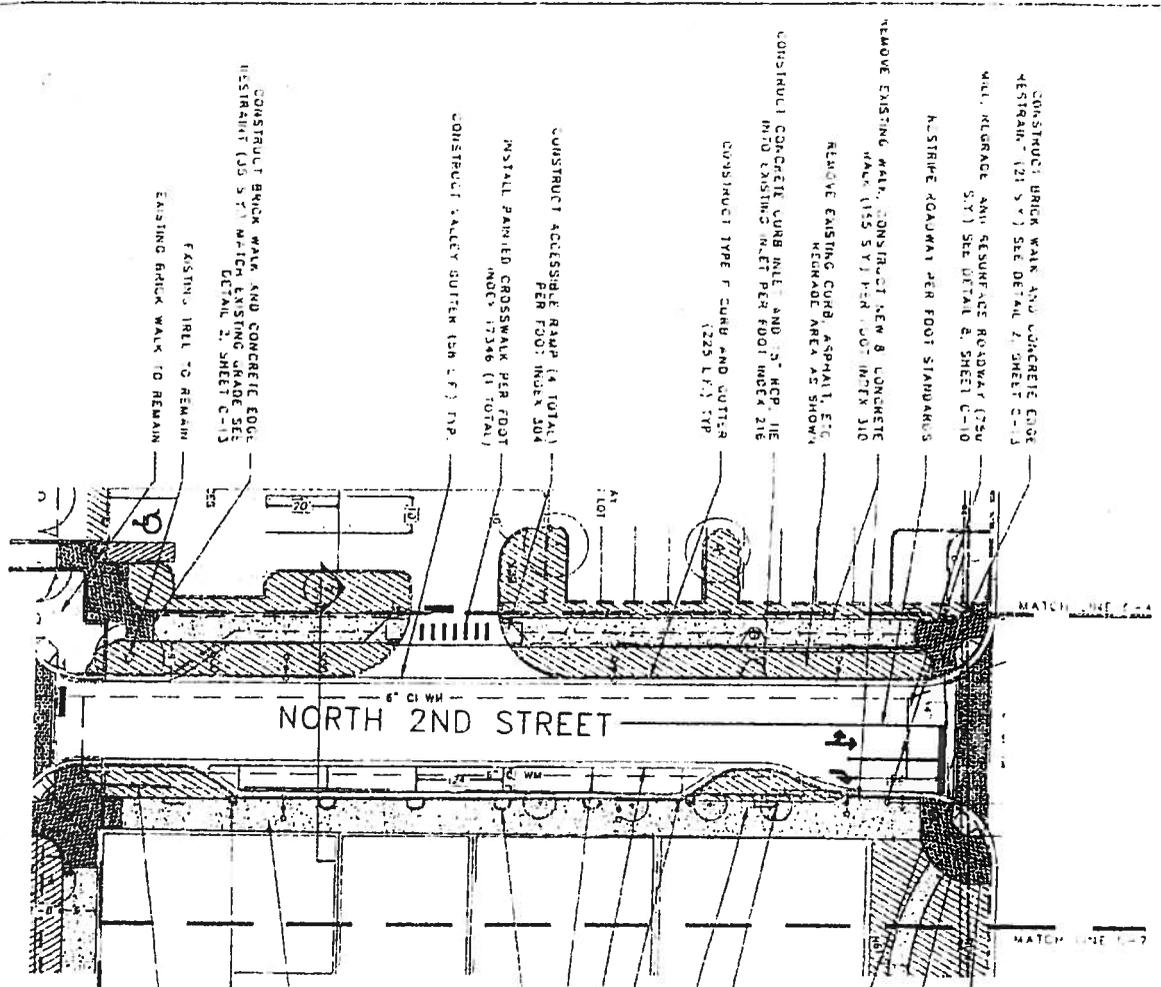


PARKING LOT C

Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

ELWIN C. BOYNTON, JR., P.E.
Professional Engineer
No. 12345
City of Palatka, FL





CONSTRUCT BRICK WALK AND CONCRETE EDGE RESTRAINT (21 S Y) SEE DETAIL 2, SHEET C-13

REGRADE AND RESURFACE ROADWAY (250 S Y) SEE DETAIL 2, SHEET C-10

H-STRIPE (40' WALK) PER FOOT STANDARDS

REMOVE EXISTING WALK, CONSTRUCT NEW 8" CONCRETE WALK (155 S Y) PER FOOT INLET 310

REMOVE EXISTING CURB, ASPHALT, ETC. REGRADE AREA AS SHOWN

CONSTRUCT CONCRETE CURB INLET AND 3" HCP, 11E MID EXISTING INLET PER FOOT INLET 216

CONSTRUCT TYPE F CURB AND GUTTER (225 L F) TIP

CONSTRUCT ACCESSIBLE RAMP (4 TOTAL) PER FOOT INLET 304

INSTALL PAINTED CROSSWALK PER FOOT INLET 17346 (1 TOTAL)

CONSTRUCT VALLEY GUTTER (64 L F) TIP

CONSTRUCT BRICK WALK AND CONCRETE EDGE RESTRAINT (26 S Y) SEE DETAIL 2, SHEET C-13

CONSTRUCT BRICK CROSSWALK AND CONCRETE EDGE RESTRAINT (48 S Y) SEE DETAIL 3, SHEET C-13

REMOVE PAVING (4 TOTAL)

INSTALL BENCH VICTOR STANLEY CLASSIC SERIES CR-118 PER MANUFACTURER'S SPECIFICATIONS 10' LENGTH (BLACK FINISH) OR EQUAL (2 TOTAL)

CONSTRUCT TYPE F CURB AND GUTTER (204 L F) TIP

CONSTRUCT VALLEY GUTTER (145 L F)

STRIP PARALLEL PARKING SPACES AS SHOWN ON PLAN

CONSTRUCT 28" HIGHS FREE WALL (4 TOTAL)

REMOVE EXISTING CONCRETE WALK, CONSTRUCT NEW 8" CONCRETE WALK (240 S Y) PER FOOT INLET 310

INSTALL BENCH 107 35-FTO (BLACK FINISH) INLET REGRADING PER MANUFACTURERS' RECOMMENDATIONS (3 TOTAL)

REMOVE EXISTING CURB, ASPHALT, ETC. REGRADE AREA AS SHOWN

REMOVE EXISTING BRICK WALK AND CONCRETE EDGE RESTRAINT (20 S Y) MATCH EXISTING GRADE SEE DETAIL 2, SHEET C-13

EXISTING BRICK WALK TO REMAIN

FASTENERS WILL TO REMAIN

MATCH LINE C-4

MATCH LINE C-2

MATCH LINE C-6

Exhibit A

Page 4 of 16



2ND STREET
SCALE 1"=30'

C-5

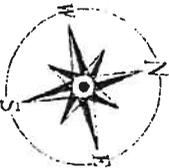
2ND STREET
Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

Plan & Section, Inc. P.E.
201 NORTH SECOND STREET
PALATKA, FL 32909
TEL: 352-329-1111
FAX: 352-329-1111



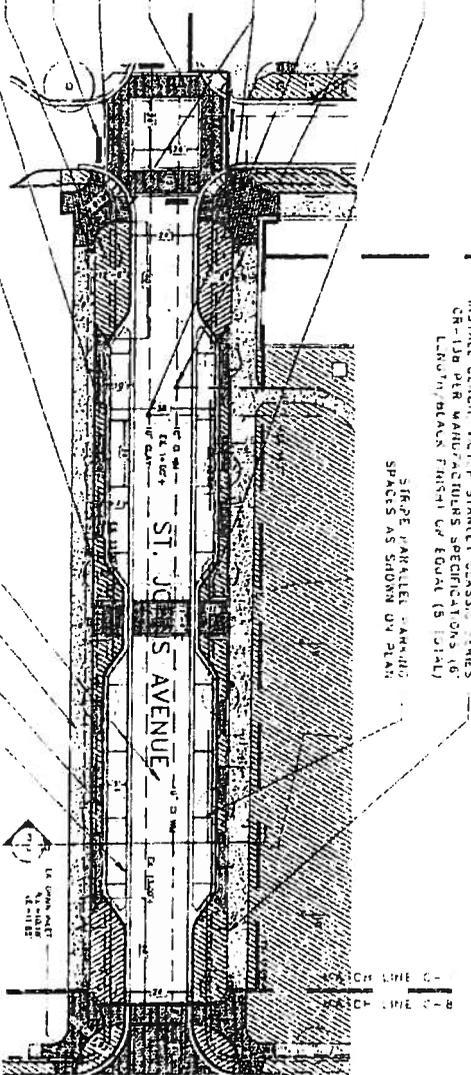
NOTE: SEE STORMWATER DRAWINGS FOR ADDITIONAL STORMWATER UTILITY WORK

ST. JOHNS AVENUE



- INSTALL 10' x 8' x 8" TYP AND 50 L.F. OF 8" PVC (C-900, DR-12) WITH END CAP
- INSTALL 4' DIA CONCRETE MH (0'-10" DEPTH) AND 50 L.F. OF 8" PVC SEWER (SDR-35) WITH END CAP
- CONSTRUCT BRICK MAIN AND CONCRETE EDGE RESTRAINT (130 S.Y.) WITH ACCESSIBLE MESH-REINFORCED RAMPA (4' TOTAL) SEE DETAIL 2, SHEET C-13
- MATCH LINE C-3
- CONSTRUCT BRICK CROSSWALK AND CONCRETE EDGE RESTRAINT (130 S.Y.) SEE DETAIL 3, SHEET C-13
- SAW CUT AND MATCH GRADE OF EXISTING ASPHALT TYP
- INSTALL STOP SIGN AND PAINTED STOP BAR (4' TOTAL) PER FOOT INDEX 17346
- REMOVE ALL TREES / STUMPS (18 TOTAL)
- CONSTRUCT BRICK WALK/FURNISHING ZONE (25 S.Y. THIS SHEET) AS SHOWN WITH SOLID COURSE BORDER SEE DETAIL 2, SHEET C-13
- INSTALL DUNCK 107-22-F10 (BLACK FINISH) TRASH RECEPTACLE PER MANUFACTURER'S SPECIFICATIONS (6 TOTAL)

- REMOVE EXISTING WALKS, CONSTRUCT NEW 4' MIN CONCRETE WALKS (490 S.Y. TOTAL PER FOOT INDEX 17346)
- WILL AND RESURFACE (190 S.Y.) SEE DETAIL 3, SHEET C-10
- CONSTRUCT TYPE 2 CURB AND GUTTER (690 L.F. TOTAL THIS SHEET) 74
- CONSTRUCT VALLEY GUTTER (140 L.F. TOTAL THIS SHEET)

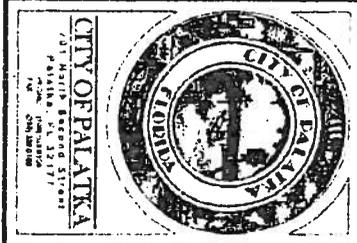


INSTALL BENCH VGT P STAINLESS CLASCO SERIES CR-138 PER MANUFACTURERS SPECIFICATIONS (6' LENGTH) BLACK FINISH (4' EQUAL (3' TOTAL) SPACES AS SHOWN BY PLAN)

C-6

ST. JOHNS AVENUE
 Downtown Commercial Area Redevelopment Plan
 City of Palatka, FL

Edward C. Bowman, Jr., P.E.
 Professional Engineer
 License No. 12418

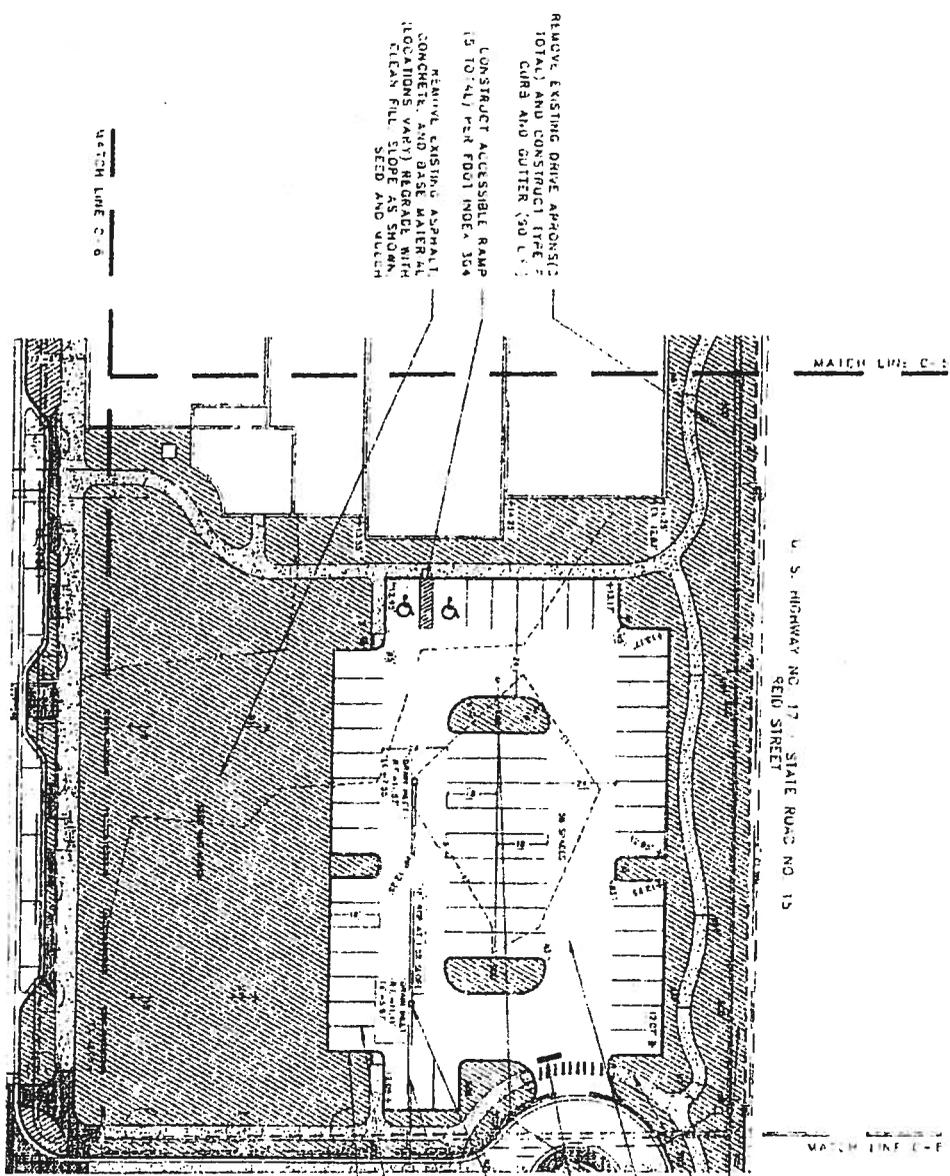
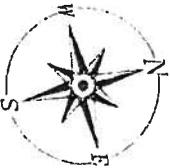


PARKING LOT E



Exhibit A

Page 6 of 16



U.S. HIGHWAY NO. 17 - STATE ROAD NO. 15
REID STREET

MATCH LINE C-1

MATCH LINE E-F

MATCH LINE C-6

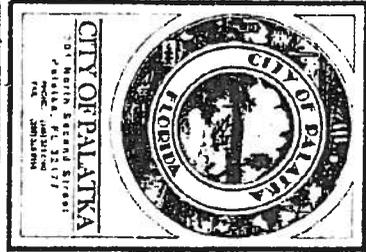
- REMOVE EXISTING CONCRETE GAIN
- CONSTRUCT NEW CONCRETE MAIN 1300 S.Y. (SEE SHEET) PER FOOT INDEX 310
- CONSTRUCT ASPHALT/GRANITE BASE PARKING LOT (2100 S.Y.) SEE DETAIL WHICH SHEET 0-11
- INSTALL SIDE SIGN, PAINTED STOP SIGN AND CROSSWALK PLAN (001 INDEX 1231B)
- CONSTRUCT CURB (MULTI-TYPE V.I. TOTAL PER FOOT INDEX 221)
- INSTALL 18" PER 1440 S.Y. TOTAL, THE RIG MANHOLE D-4 SEE STORAGE AFTER PLANS SHEET 3 OF 5
- STRIP PARKING LOT AS SHOWN
- CONSTRUCT TYPE L CURB (304) LF THIS SHEET

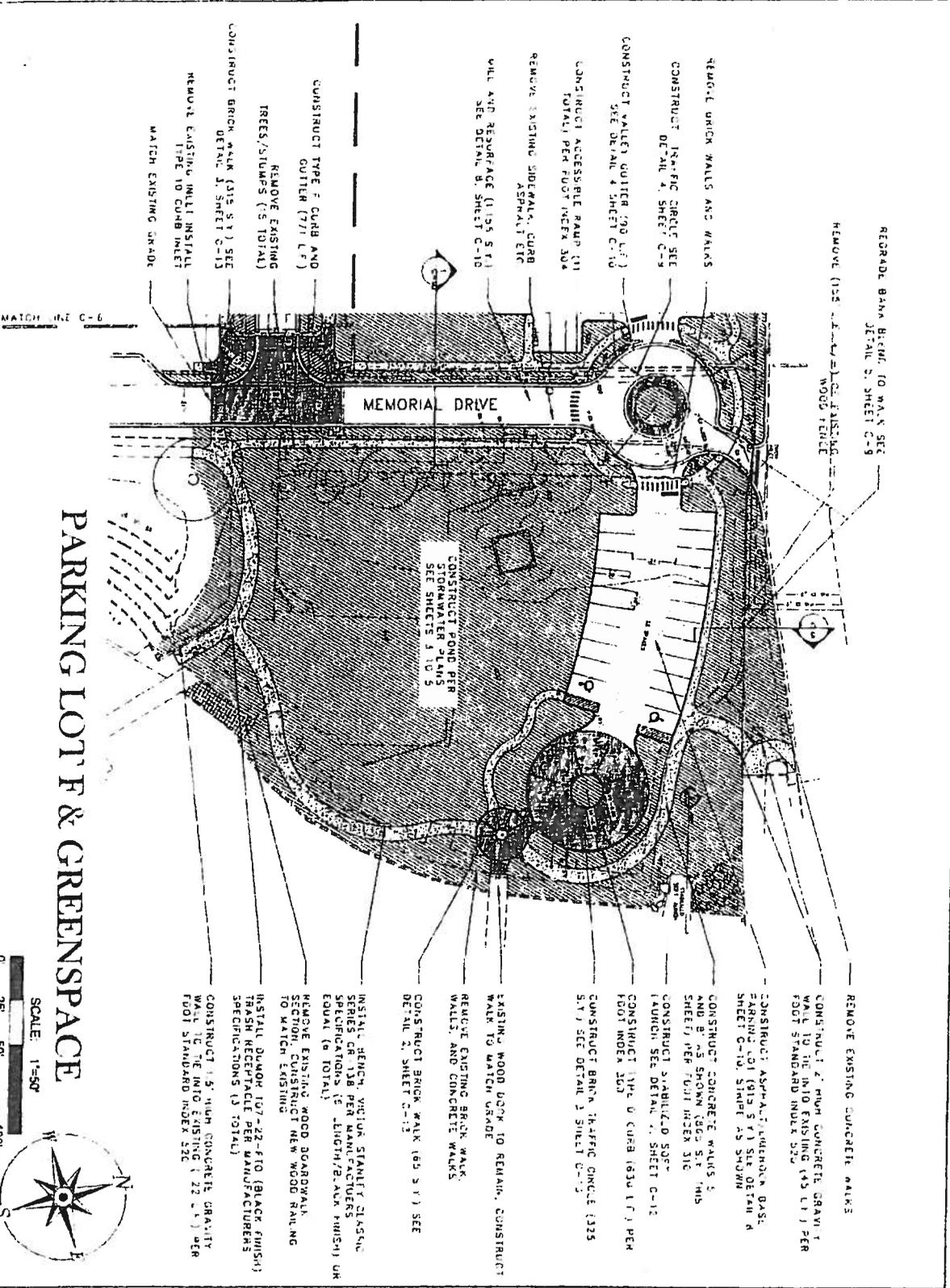
C-7

PARKING LOT E

Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

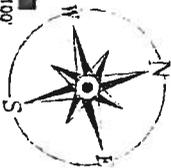
By: *[Signature]*
Date: _____





PARKING LOT F & GREENSPACE

SCALE: 1"=50'



- REMOVE UNICK WALLS AND MARKS
- CONSTRUCT TRAFFIC CIRCLE SEE DETAIL 4, SHEET C-9
- CONSTRUCT VALLET GUTTER (90 L.F.) SEE DETAIL 4, SHEET C-10
- CONSTRUCT ACCESSIBLE RAMP (11 TOTAL) PER FOOT INDEX 304
- REMOVE EXISTING SIDEWALK, CURB ASPHALT ETC
- WALL AND RECURFACE (1125 S.F.) SEE DETAIL 5, SHEET C-10
- CONSTRUCT TYPE F CURB AND GUTTER (771 L.F.)
- REMOVE EXISTING TREES/SILVUS (5 TOTAL)
- CONSTRUCT BRICK WALK (315 S.F.) SEE DETAIL 3, SHEET C-13
- REMOVE EXISTING MILLI INSTALL TYPE 10 CURB INLET
- MATCH EXISTING GRADE

REGRADE BANK BEHIND 10 WALK SEE DETAIL 2, SHEET C-8

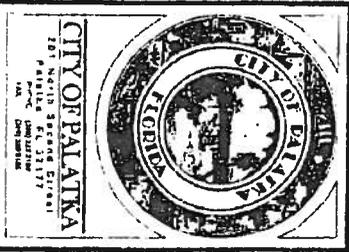
CONSTRUCT POND PER FOOT INDEX 302 SEE SHEET 4 100'S

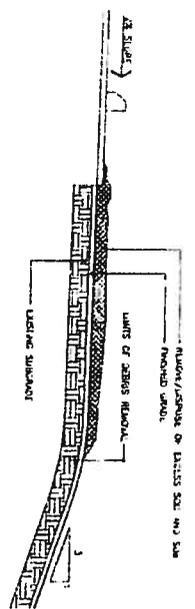
- REMOVE EXISTING CONCRETE WALKS
- CONSTRUCT 4" HIGH CONCRETE GRAVEL WALL TO BE IN 10 EXISTING (45 L.F.) PER FOOT STANDARD INDEX 322
- CONSTRUCT ASPHALT/CONCRETE BASE-PAVING LOT (915 S.F.) SIX (6) STALLS SHEET C-10, STAKE AS SHOWN
- CONSTRUCT CONCRETE WALKS 5" AND 8" AS SHOWN (360 S.F.) THIS SHEET PER FOOT INDEX 316
- CONSTRUCT STABILIZED SOFT LAUNCH SEE DETAIL 1, SHEET C-12
- CONSTRUCT TYPE D CURB (630 L.F.) PER FOOT INDEX 308
- CONSTRUCT BRICK TRAFFIC CIRCLE (1225 S.F.) SEE DETAIL 3 SHEET C-13
- EXISTING WOOD DOOR TO REMAIN, CONSTRUCT WALK TO MATCH GRADE
- REMOVE EXISTING BRICK WALK WALLS AND CONCRETE WALKS
- CONSTRUCT BRICK WALK (65 S.F.) SEE DETAIL 2, SHEET C-13
- INSTALL BENCH, VENTON STANLEY CLASSIC STEEL CHAIRS PER MANUFACTURERS SPECIFICATIONS (6 LENGTH/BENCH FINISH) OR EQUAL (6 TOTAL)
- REMOVE EXISTING WOOD BOARDWALK SECTION, CONSTRUCT NEW WOOD RAILING TO MATCH EXISTING
- INSTALL QUANDY LOT #22-410 (BLACK FINISH) TRASH RECEPTACLE PER MANUFACTURERS SPECIFICATIONS (1 TOTAL)
- CONSTRUCT 1.5" HIGH CONCRETE GRAVEL WALL TO BE IN 10 EXISTING (125 S.F.) PER FOOT STANDARD INDEX 322

C-8

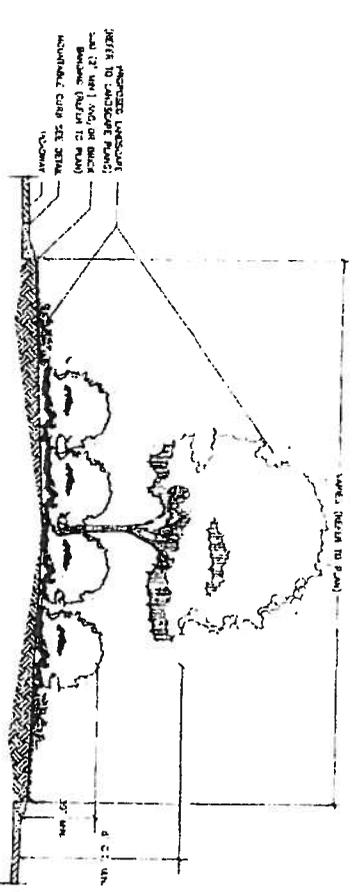
PARKING LOT F & GREENSPACE
 Downtown Commercial Area Redevelopment Plan
 City of Palatka, FL

Erwin C. Blythe, Jr., P.E.
 Professional Engineer
 License No. 12117
 State of Florida

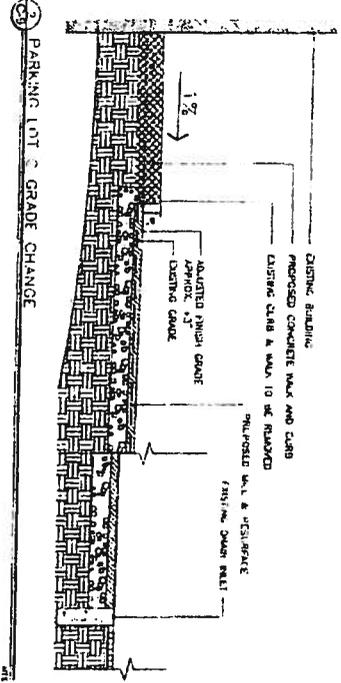




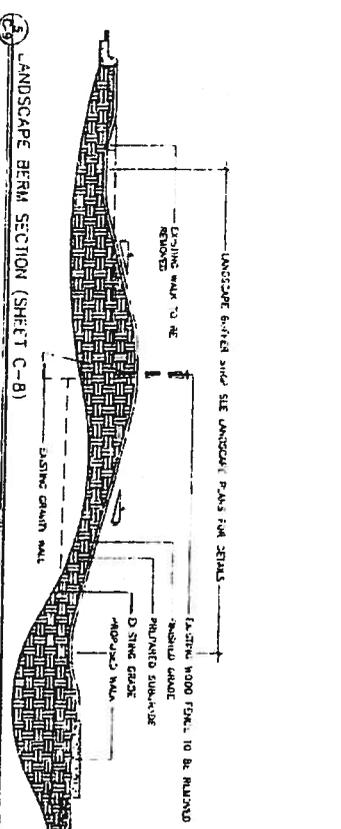
1 TYPICAL REGRADING PARKING LOT A



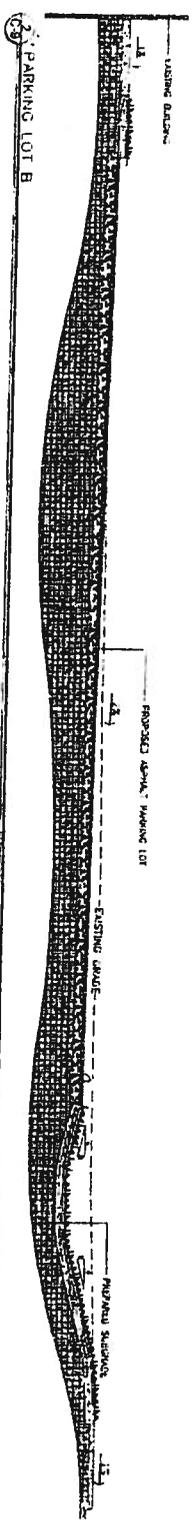
2 TYPICAL TRAFFIC CIRCLE SECTION



3 PARKING LOT A GRADE CHANGE



4 LANDSCAPE BERM SECTION (SHEET C-8)



5 PARKING LOT B

Exhibit A
Page 8 of 16

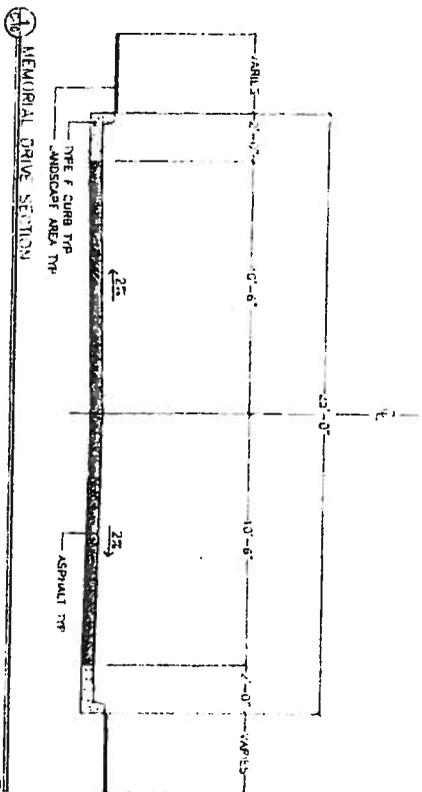
C-9

GRADING & DETAILS & SECTIONS
Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

Blain C. Boynton, Inc., P.E.
Professional Engineer
No. 10000
No. 10000

CITY OF PALATKA
100 NORTH WASHINGTON STREET
PALATKA, FL 32909
TEL: 888-333-3333
WWW.CITYOFPALATKA.COM





2B TYPICAL ASPHALT PARKING ON LIMEROCK BASE

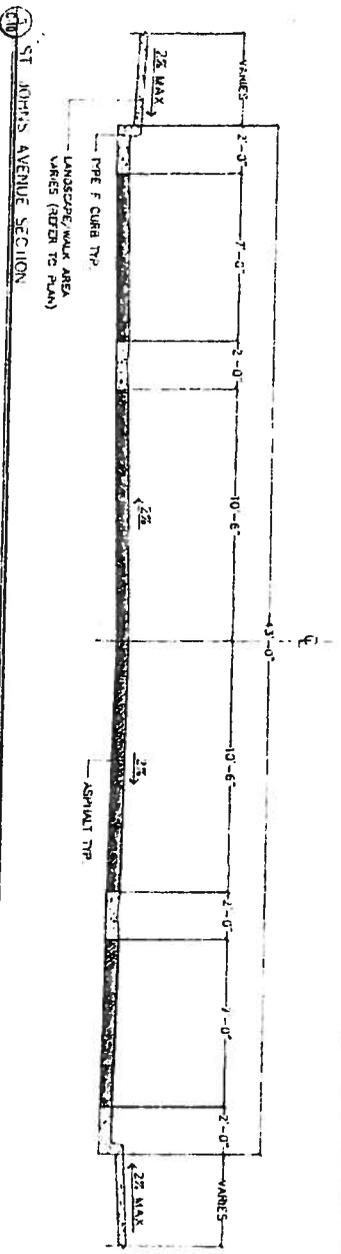
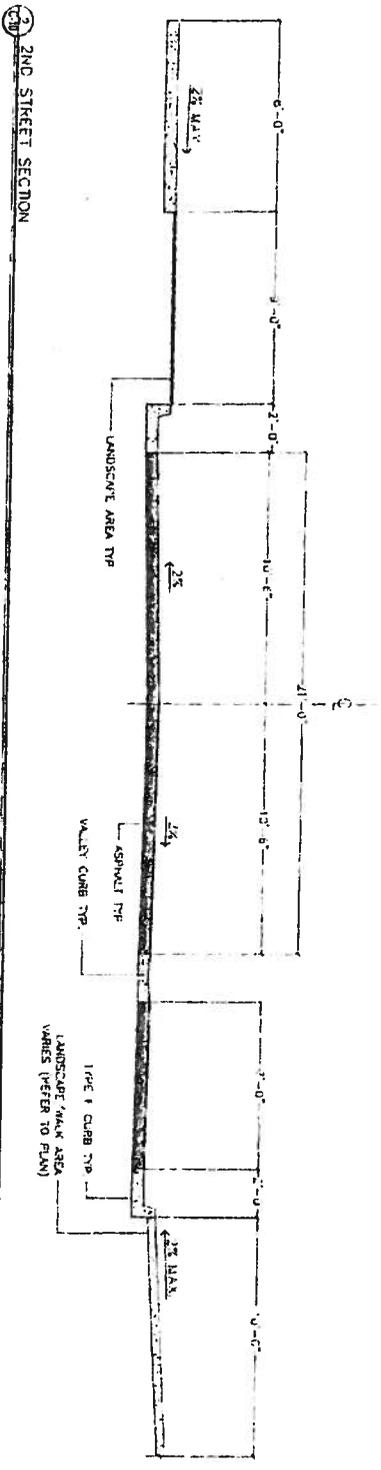


EXHIBIT A

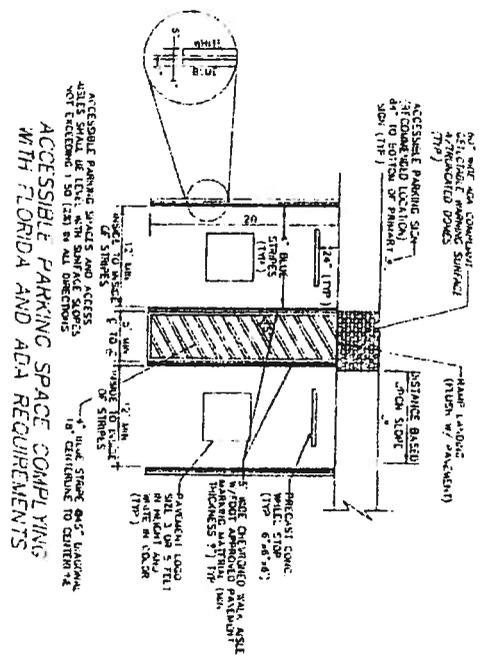
C-10

PAVEMENT DETAILS & TYPICAL SECTIONS
 Downtown, Commercial Area Redevelopment Plan
 City of Palatka, FL

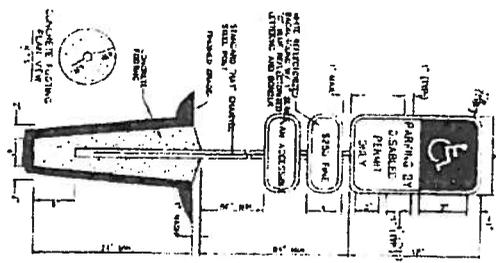
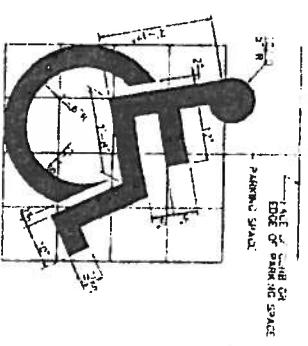
Elwin C. Boydston, Jr., P.E.
 PROFESSIONAL ENGINEER
 No. 14124
 State of Florida

CITY OF PALATKA
 201 E. LINDEN STREET, PALATKA, FL 32909
 PHONE: 352.321.1700
 FAX: 352.321.1700
 WWW.PALATKAFLORIDA.GOV

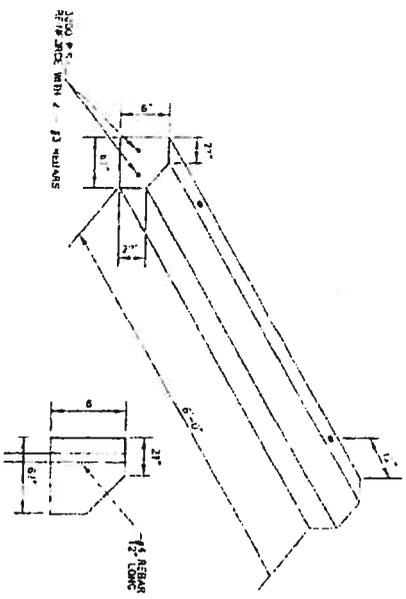
20 TYPICAL HANDICAP SIGN AND STRIPING DETAIL



21 TYPICAL PAVEMENT MARKING FOR ACCESSIBLE PARKING SPACE



22 CONCRETE WHEEL STOP



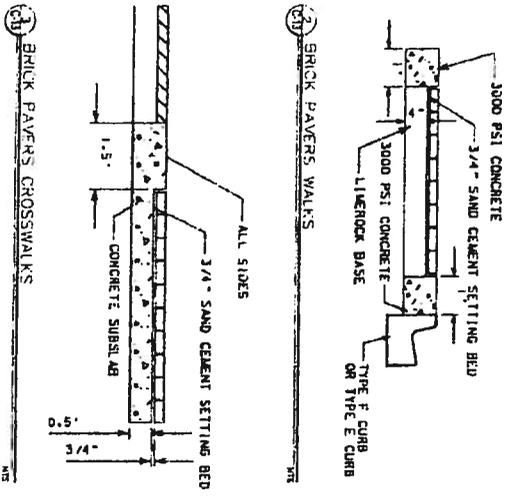
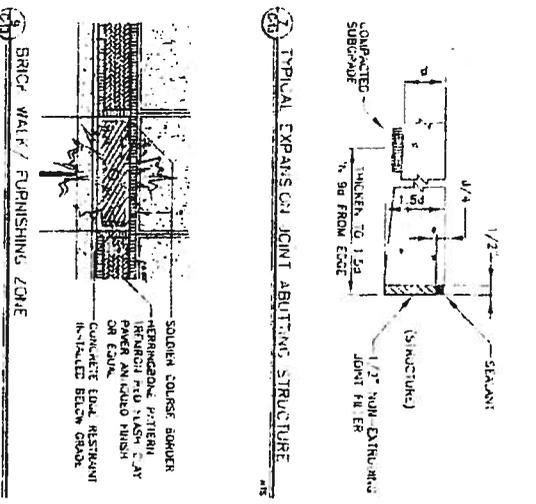
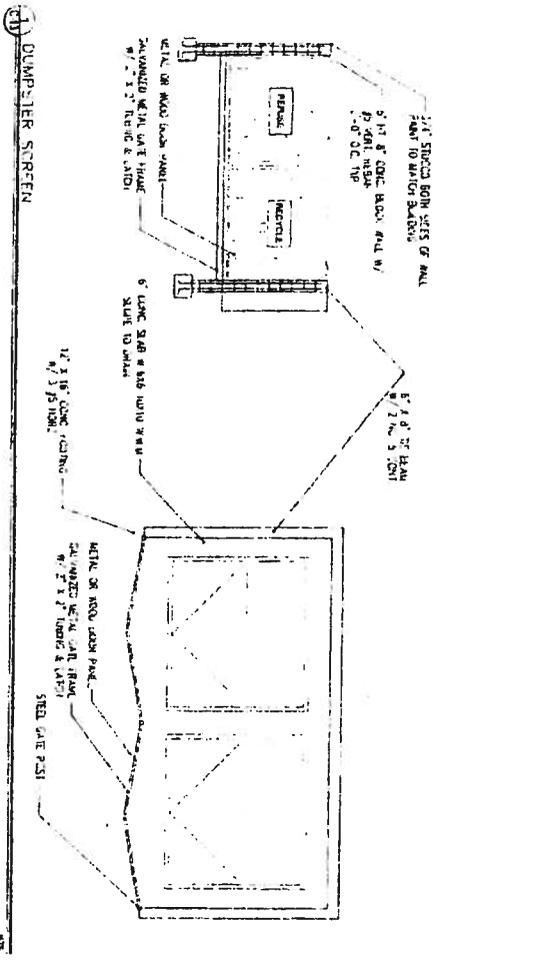
C-11

DETAILS &
TYPICAL SECTIONS
Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

Elwyn C. Boynton, Jr., P.E.
Professional Engineer
No. 12345
Date: 10/1/17

CITY OF PALATKA
201 North Second Street
Palatka, FL 32917
TEL: 888-888-8888
FAX: 888-888-8888





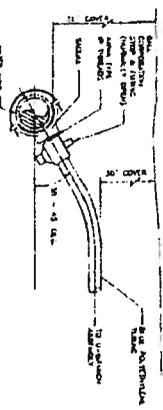
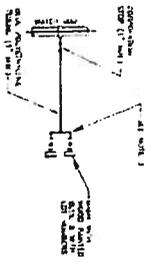
- Paver Materials**
1. Non-slip 3,000 psi concrete compacted under high pressure and placed in 10' x 10' sections.
 2. Food-resistant color pigments.
 3. Water absorption maximum 5% (meeting ASTM C936)
- Sand Cement**
1. Portland Cement ASTM C150, Type I
 2. Fine sand ASTM C144 and C145 coarse, clean, screened and free of lumps.
 3. Water: Portland and sand volumetric 1 to 1 ratio.
- Submittal Requirements**
1. Product Data: Provide data on characteristics of paver unit, surface and border, special shapes, dimensions, setting and grouting materials.
 2. Mock-up: Indicate on shop drawings layout of pavers, paver grades, color, and provide details of dimensions of construction and/or elements.

C-13

DETAILS & TYPICAL SECTIONS
Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

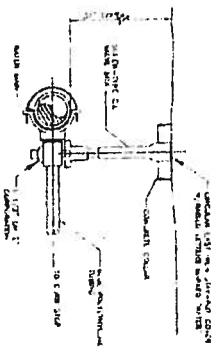
Erwin C. Lowrey, Jr., P.E.
Professional Engineer
No. 12345
Date: 10/1/11

CITY OF PALATKA
201 NORTH SECOND STREET
PALATKA, FL 32909
Phone: 352.328.1111
Fax: 352.328.1111



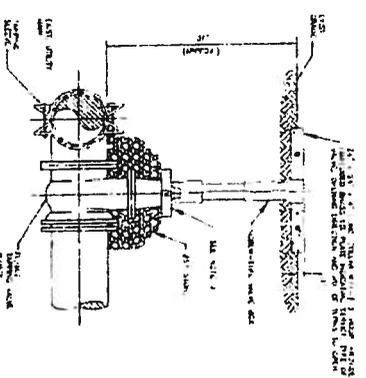
- NOTES:**
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WATER SERVICE CONNECTION DET.



- NOTES:**
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WATER SERVICE CONNECTION DET.



- NOTES:**
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WET TAP DETAIL.

Exhibit A

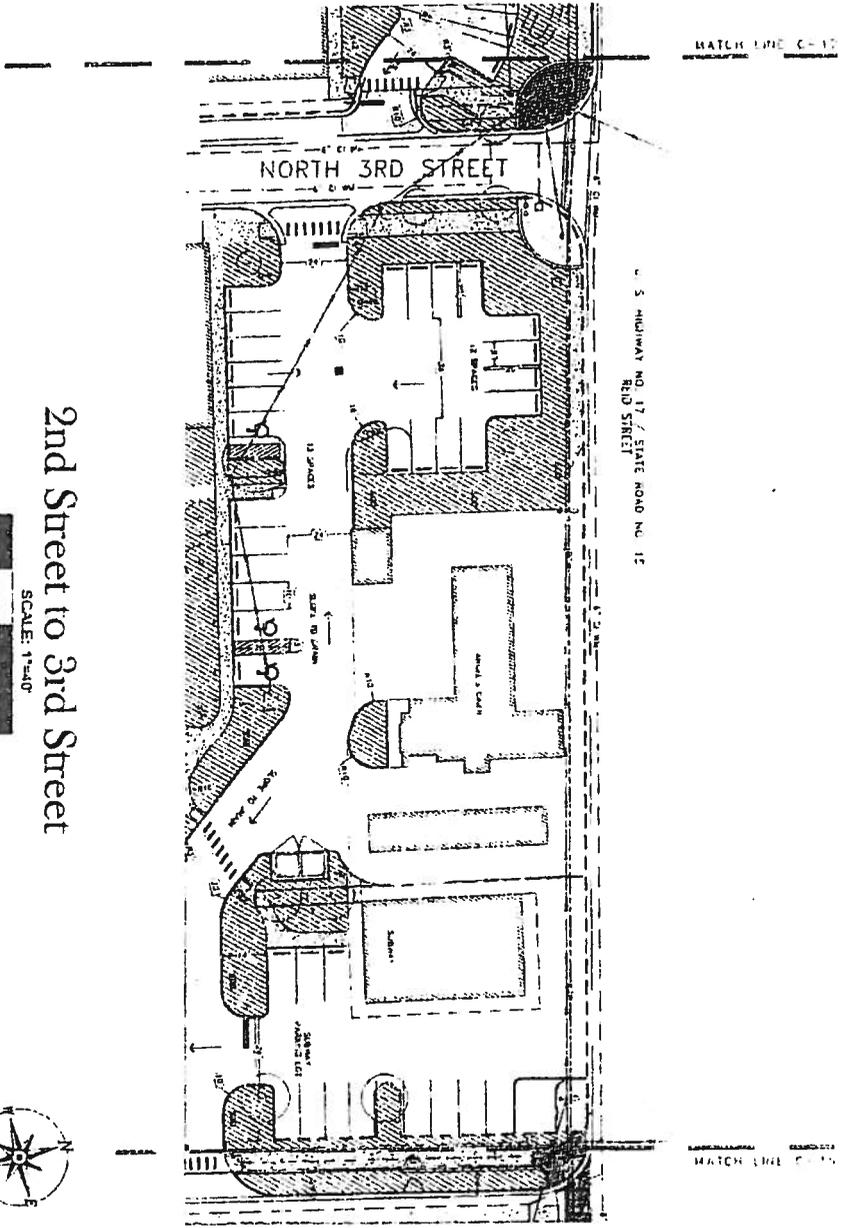
Page 13 of 16

C-14

WATER DETAILS
 Downtown Commercial Area Redevelopment Plan
 City of Palatka, FL

Elwyn C. Boynton, Jr., P.E.
 Professional Engineer
 State of Florida
 License No. 12345

CITY OF PALATKA
 301 NORTH BRADLEY STREET
 PALATKA, FL 32917
 PHONE: 352.329.1111
 FAX: 352.329.1111



2nd Street to 3rd Street



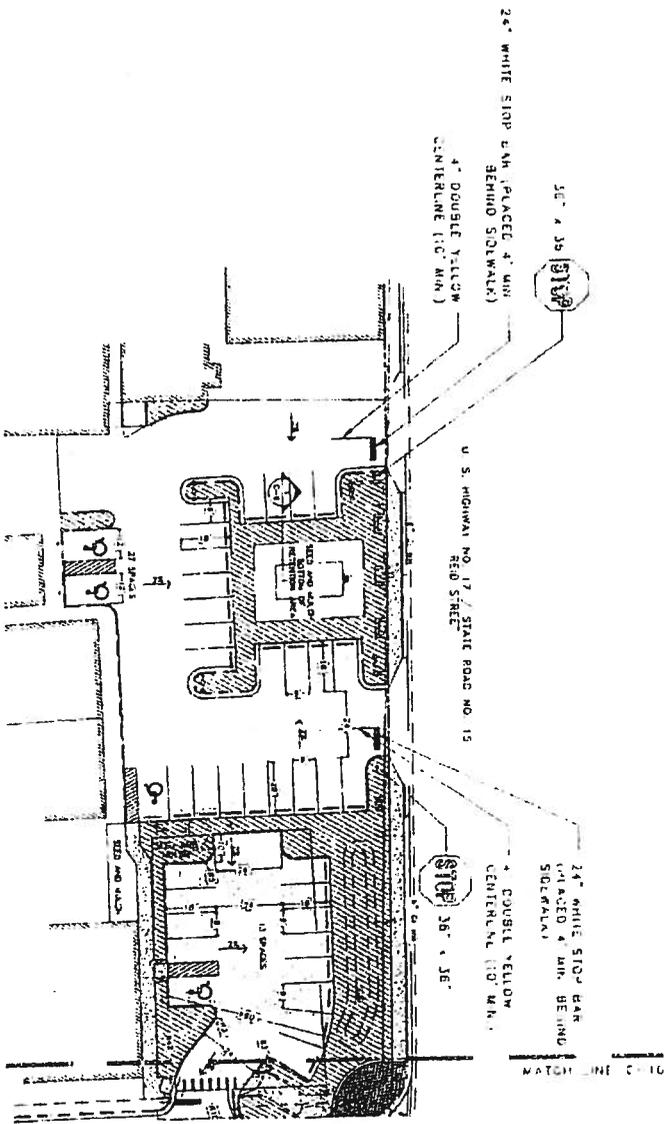
C-16

**EXISTING ROW, UTILITIES,
& PROPOSED STREET MARKINGS**

Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

Edwin C. Reynolds, Jr., P.E.
201 North Street Street
Palatka, Florida 32909
407-329-1111





Parking Lot A & B
 SCALE: 1" = 40'

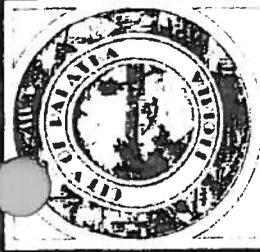


C-17

**EXISTING ROW, UTILITIES,
 & PROPOSED STREET MARKINGS**
 Downtown Commercial Area Redevelopment Plan
 City of Palatka, FL

ELTON C. BOYNTON, II, P.E.
 PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 No. 12345
 Exp. 12/31/2024

CITY OF PALATKA
 401 NORTH SECOND STREET
 PALATKA, FL 32917
 PHONE: 888-888-8888
 FAX: 888-888-8888
 WWW: WWW.PALATKAFL.COM

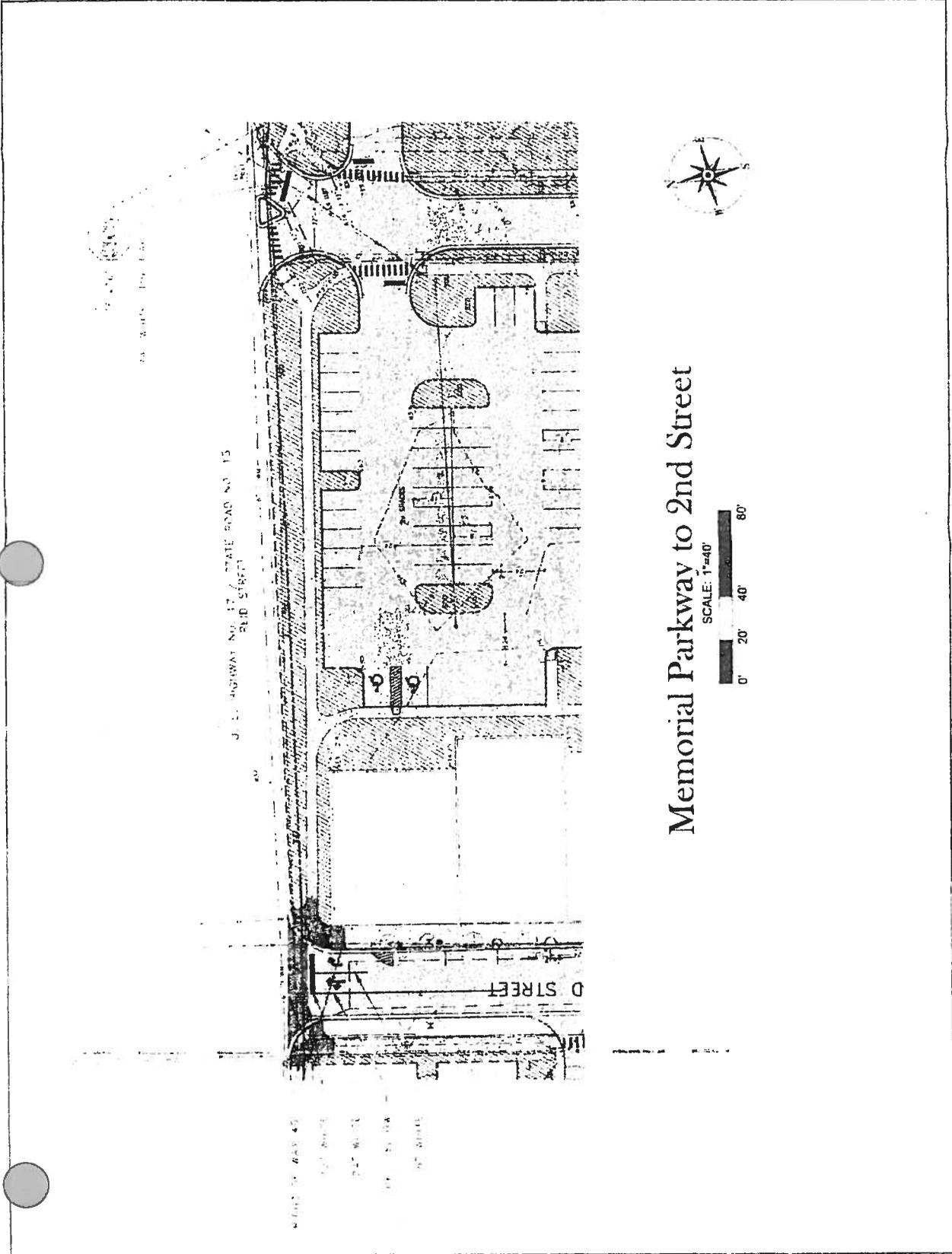


CITY OF PALATKA
 201 North Second Street
 Palatka, FL 32177
 Phone: (352) 329-1111
 Fax: (352) 329-1112

Edward DeFuria, Jr., P.E.
 Professional Engineer
 No. 12345
 State of Florida
 [Signature]

**EXISTING ROW, UTILITIES
 & PROPOSED STREET MARKINGS**
 Downtown Commercial Area Redevelopment Plan
 City of Palatka, FL

C-15



Memorial Parkway to 2nd Street

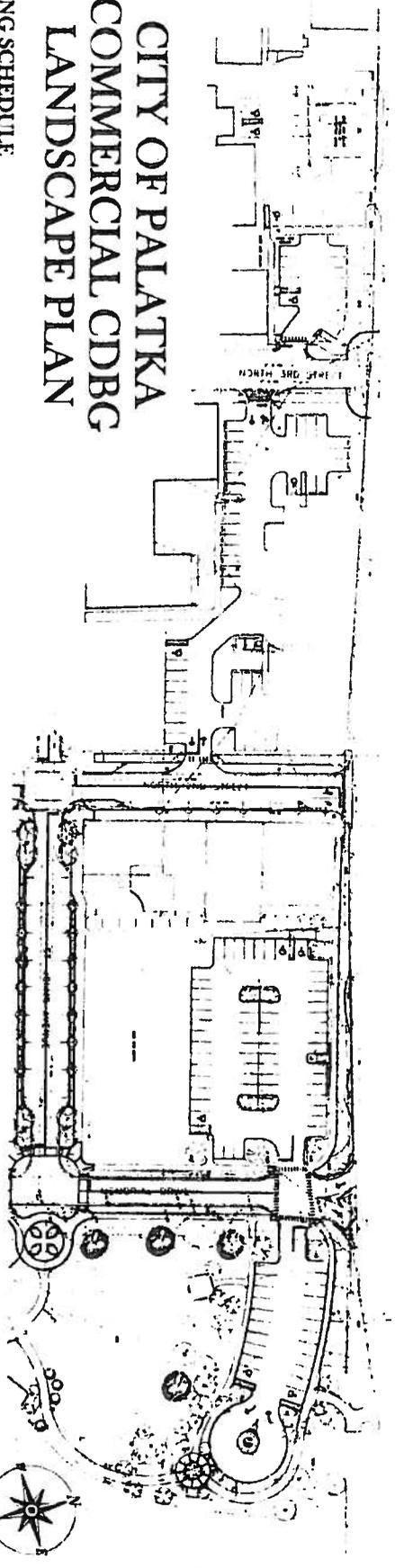
SCALE: 1"=40'
 0' 20' 40' 80'



EXHIBIT "B"
(ADDITIONAL IMPROVEMENT)

CITY OF PALATKA COMMERCIAL CDBG LANDSCAPE PLAN

PLANTING SCHEDULE

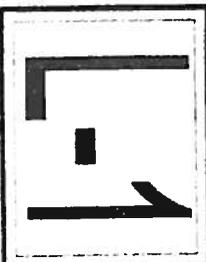
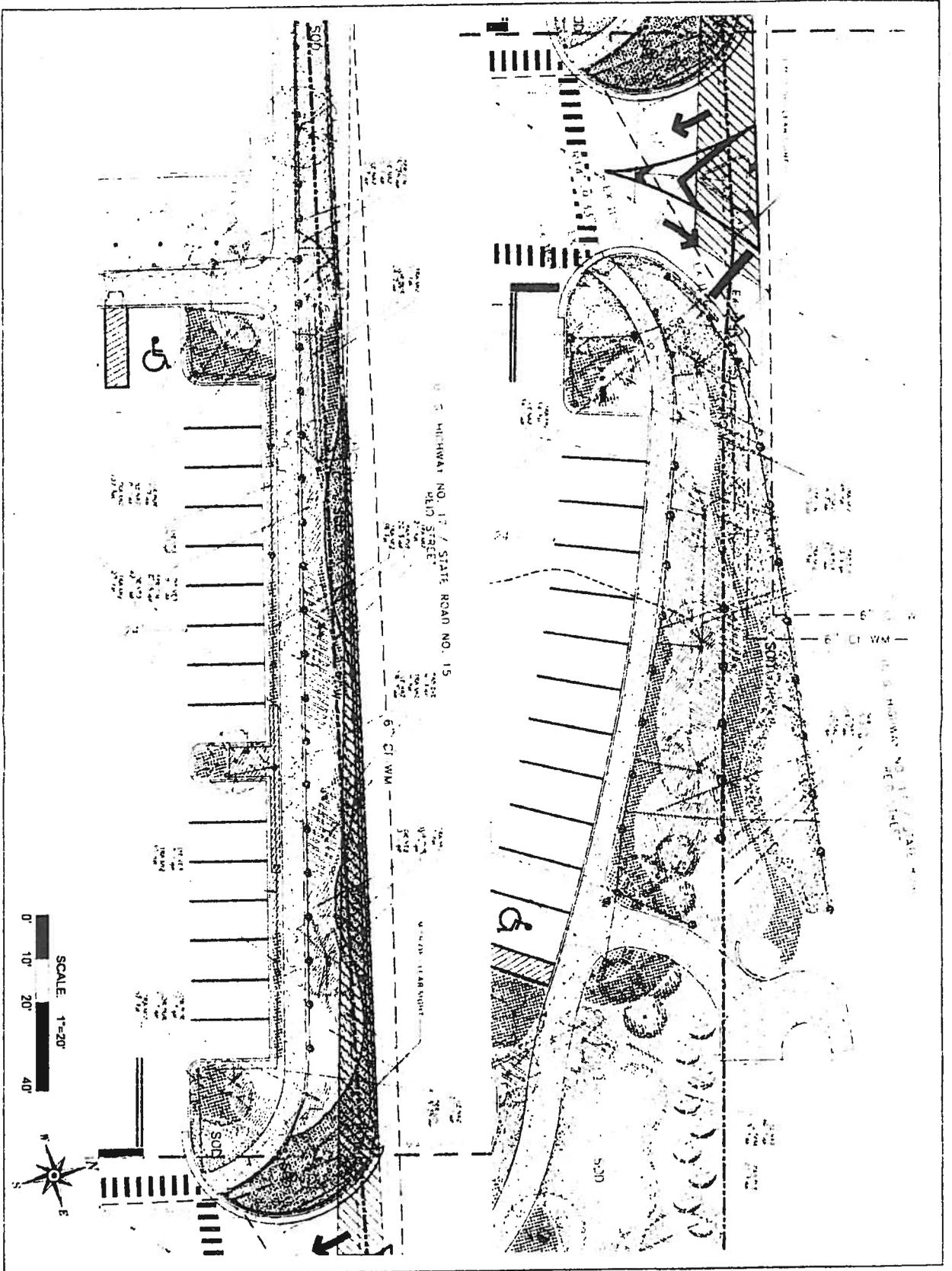


NO.	SYMBOL	DESCRIPTION	QTY	SIZE	SPACING	REMARKS
1	(Symbol)	Planting Schedule Item 1	10	4" x 6"	10' x 10'	Quantity: 10
2	(Symbol)	Planting Schedule Item 2	20	6" x 8"	12' x 12'	Quantity: 20
3	(Symbol)	Planting Schedule Item 3	30	8" x 10"	15' x 15'	Quantity: 30
4	(Symbol)	Planting Schedule Item 4	40	10" x 12"	20' x 20'	Quantity: 40
5	(Symbol)	Planting Schedule Item 5	50	12" x 14"	25' x 25'	Quantity: 50
6	(Symbol)	Planting Schedule Item 6	60	14" x 16"	30' x 30'	Quantity: 60
7	(Symbol)	Planting Schedule Item 7	70	16" x 18"	35' x 35'	Quantity: 70
8	(Symbol)	Planting Schedule Item 8	80	18" x 20"	40' x 40'	Quantity: 80
9	(Symbol)	Planting Schedule Item 9	90	20" x 22"	45' x 45'	Quantity: 90
10	(Symbol)	Planting Schedule Item 10	100	22" x 24"	50' x 50'	Quantity: 100

Exhibit B

1-11

[Handwritten Signature]
5/9/12



**PARKING LOT F & GREENSPACE
LANDSCAPE PLAN**

Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

Edward G. B...
P.E.
s...
s...

CITY OF PALATKA
201 NORTH SECOND STREET
PALATKA, FL 32977
TEL: 888-8888

1. The landscape design should be sensitive to the historic character of the area and should provide a sense of continuity with the surrounding environment.

2. The design should provide for a variety of plant materials, including trees, shrubs, and groundcover, to create a rich and diverse landscape.

3. The design should provide for adequate lighting to enhance the appearance of the landscape and provide for safety.

4. The design should provide for adequate irrigation to ensure the health and vitality of the plants.

5. The design should provide for adequate maintenance to ensure the long-term success of the landscape.

6. The design should provide for adequate access to the landscape for all users, including pedestrians and wheelchair users.

7. The design should provide for adequate signage to identify the landscape and provide for wayfinding.

8. The design should provide for adequate seating to provide for rest and relaxation.

9. The design should provide for adequate trash receptacles to maintain the cleanliness of the landscape.

10. The design should provide for adequate water features to enhance the appearance of the landscape and provide for a sense of tranquility.

11. The design should provide for adequate art to enhance the appearance of the landscape and provide for a sense of place.

12. The design should provide for adequate public art to enhance the appearance of the landscape and provide for a sense of community.

13. The design should provide for adequate public art to enhance the appearance of the landscape and provide for a sense of community.

14. The design should provide for adequate public art to enhance the appearance of the landscape and provide for a sense of community.

15. The design should provide for adequate public art to enhance the appearance of the landscape and provide for a sense of community.

E-10

LANDSCAPE NOTES

Downtown Commercial Area Redevelopment Plan
City of Palatka, FL

ELWIN C. ROYALTON, JR., P.E.
 201 NORTH BROAD STREET
 PALATKA, FL 32977
 (888) 333-3333
 www.elwinroyalton.com

[Signature]



EXHIBIT "C"
(RESOLUTION)

*Agenda
Item*

3d



AGENDA ITEM

SUBJECT: Resolution No. 2013-9-63 authorizing the execution of an E-Payment Services Agreement with Point and Pay, LLC for Utility Payments via Website and Interactive Voice Response (IVR)

DEPARTMENT: Utility Administration

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: Staff is currently in the process of implementing the ability for utility customers to make inquiries and payments via website and telephone. We have been working with our financial software company in order to accomplish this task; however a credit card processing company that interfaces with our financial software will need to be retained in order to process payments made via website/telephone.

Attached is an agreement with Point and Pay LLC, which is a credit card processing company that is able to interface with our financial software. They will also be able to process payments over the telephone via interactive voice recognition (IVR). This will allow for payments via the telephone to become automated.

The City is currently absorbing the fees associated with taking credit card payments. The total amount of credit card fees paid last fiscal year were approximately \$11,500. After discussions with the City Manager, the decision was made to continue absorbing the costs associated with accepting credit card payments instead of passing them on to the customer. The rate that the City will be charged per transaction is \$1.55, which is approximately the same rate that we are paying under our current credit card processing company.

However, in addition to the \$1.55 per transaction, there will be an additional \$1.00 per IVR (telephone) transaction. Due to the fact that this additional cost was not budgeted for, staff along with the City Manager is recommending that this additional fee be paid by customers using the IVR system to make their utility payment. Customers will be notified that there will be an additional \$1.00 charge if they chose to pay via telephone.

RECOMMENDED ACTION: Staff recommends adoption of resolution 2013 - 9-63 authorizing the City Manager and City Clerk to execute an e-payment services agreement with Point and Pay LLC.

DEPARTMENT HEAD

Submitted: Matt Reynolds
Requested Agenda: Consent

Date: 12-26-12
Date: 01-10-13

FINANCE DEPARTMENT Budgeted Yes No N/A *WR* Date: 12-26-12

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: *M* Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

RESOLUTION No. 2013 – 9 –

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF AN E-PAYMENT
SERVICES AGREEMENT WITH POINT AND PAY LLC**

WHEREAS, the City deems it reasonable and appropriate to enter into an E-Payment Services Agreement with Point and Pay LLC in order to process utility payments made via website and telephone.

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 the e-payment services agreement with Point and Pay LLC.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of January, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

**POINT AND PAY
E-PAYMENT SERVICES AGREEMENT**

Parties:

Point and Pay LLC ("PNP")
A subsidiary of NAB, doing business in Delaware

[City of Palatka FL] ("Client")

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "Agreement"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "Services") and payment modules (each, a "Module") chosen in the attached client application ("Client Application") to enable Client's customers ("Customers") to make payments to Client using a Payment Device. "Payment Device" means the payment type(s) chosen by Client on the Client Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "Services Description").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("Affiliates"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "Trademarks") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("Client Marks") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

SECTION 2 COMPENSATION

2.1 Services Transaction Fee

PNP will charge the transaction fee to use the Services set forth on the Client Application. If Services fees are charged directly to Customers by PNP, Customers will receive a notice each time they use the Services stating that the Services are provided by PNP and that a convenience fee is charged for use of the Services. PNP may change the amount of such fee by notifying Client of such new amount at least thirty (30) days prior to such change.

2.2 Activation Fee

If applicable, Client shall pay the one-time Activation Fee set forth on the Client Application. If the Activation Fee or any portion of the Activation Fee is waived by PNP and the Client does not implement the Service under this Agreement within six months after the Effective Date, other than due to a material breach by PNP, the waived portion of the Activation Fee shall become immediately due and payable.

2.3 Charge-backs and Returns

Unless otherwise specified in the Client Application, PNP will set off (a) the amount of any charge-backs, refusals to pay and returns from any amounts otherwise owing by PNP to Client and (b) a transaction handling fee for charge-backs and non-sufficient funds (NSF) as specified in the Client Application

2.4 ACH Debit of Fees

Client hereby authorizes PNP, and any subsidiary or successor thereof, solely with respect to amounts due pursuant to this Agreement and any subsequent agreements between Client and PNP, including but not limited to service fees, transaction fees, charge-backs and returns as set forth in Sections 2.1 and 2.3 of this Agreement, to initiate Automated Clearing House ("ACH") Authorizations to credit and debit Client's bank account as set forth on the Banking Authorization Form attached hereto as Exhibit B or otherwise provided by Client. Client acknowledges that it will be subject to a \$25 reject fee if items are returned for insufficient funds.

SECTION 3 INTELLECTUAL PROPERTY; CONFIDENTIALITY

3.1 No Transfer or License

Except for the rights expressly granted to Client in this Agreement, no PNP Intellectual Property Right is transferred or licensed to Client pursuant to this Agreement, by implication or otherwise. PNP reserves and retains all rights, title and interests in and to the PNP Intellectual Property Rights, and all copies, revisions, modifications, updates, and upgrades thereof. Client agrees not to remove, alter or destroy any copyright, patent notice, trademark or other proprietary markings or confidential legends placed on or within any portion of the PNP Intellectual Property Rights. For purposes of this Agreement, "Intellectual Property Rights" means all the intellectual

property, industrial and other proprietary rights, protected or protectable, under the laws of the United States, any foreign country, or any political subdivision thereof, including (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers, (b) copyrights, moral rights (including rights of attribution and rights of integrity), (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice, (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof, and (e) all goodwill associated with any of the foregoing and (f) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

3.2 Ownership and Use of PNP Materials

Any software developed by or on behalf of PNP for use in connection with the Services remains the exclusive property of PNP. Client will not sell, transfer, barter, trade, license, modify or copy any such software. Web pages accessible through use of the Services are the copyrighted intellectual property of PNP and may not be copied in whole or part by anyone. Any training materials (including, but not limited to, webinars and manuals) provided to Client by PNP shall remain the exclusive property of PNP. PNP grants Client and Client's personnel a limited, non-exclusive, non-transferrable license to use and to make copies of the training materials with its personnel solely in connection with the Services. Training materials may not be modified by Client or its personnel or disclosed to any third party, including Client's end-user customers. Client shall ensure all personnel shall complete and review all training materials prior to using the Services.

3.3 Reverse Engineering

Client will not reverse engineer, reverse assemble, decompile or disassemble any of PNP's intellectual property, nor will Client attempt to do so or enable any third party to do so or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Client is expressly prohibited from sublicensing use of the Service to any third parties. If Client becomes aware that any person has engaged or is likely to have engaged in any of the activities described in this Section 3.3, Client will promptly notify PNP.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement,

Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 5 LIMITATIONS OF LIABILITY AND OBLIGATION

5.1 Damages and Liability Limit

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY RELEASES THE OTHER PARTY AND ALL OF THE OTHER PARTY'S AFFILIATES, EMPLOYEES, AND AGENTS FROM ANY SUCH DAMAGES. IN NO EVENT WILL PNP HAVE OR INCUR ANY LIABILITY TO CLIENT OR ANY THIRD PARTY IN EXCESS OF THE AGGREGATE COMPENSATION RECEIVED BY PNP FOR THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM FOR SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

5.2 Refusals of Payment

PNP will not be liable for charge-backs or other refusals of payment initiated by any Customer. All such charge-backs and other refusals of payment will be refunded by PNP to the Customer and Client will mark and otherwise treat the related Customer account as "unpaid."

5.3 Errors and Omissions

PNP will not be liable for any errors or omissions in data provided by Client or Customers. Client will be responsible for the accuracy of data provided to PNP for use in providing the Services.

5.4 Bank Actions

PNP will not be liable for any errors, omissions or delays attributable to the acts or omissions of any bank or other third party involved in the processing of any Payment Device payment.

SECTION 6 CARDHOLDER DATA SECURITY

To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program ("PCI-DSS") in effect and as may be amended from time to time during the term of the Agreement. The current PCI-DSS specifications are available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

SECTION 7 EXCLUSIVITY

Client agrees that PNP will be the exclusive provider of fee-based electronic payment services and that Client will not procure similar such services from any other party.

SECTION 8 TERM AND TERMINATION

8.1 Term

The initial term of this Agreement will commence on the Effective Date and will end on the first (1st) anniversary of the Effective Date (the "Initial Term"). This Agreement will automatically renew for successive one (1)-year terms (each, a "Renewal Term," and the Initial Term and any Renewal Term may be referred to as a "Term"). The term of this Agreement will terminate at the end of the Initial Term or any subsequent Renewal Term if either party provides written notice of such termination to the other party at least sixty (60) days prior to the expiration of the applicable Term.

8.2 In the Event of Breach; Effect on Affiliates

8.2.1 Subject to the opportunity to cure set forth below, either party may terminate this Agreement upon sixty (60) days written notice to the other party in the event of a material, uncured breach of any provision of this Agreement by the other party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach ("Notice").

8.2.2 Following receipt of Notice, the alleged breaching party shall have sixty (60) days to cure such alleged breach. Upon termination or expiration of this Agreement, Client shall have no rights to continue use of the Service or the Modules. Expiration or termination of the Agreement by Client or PNP shall also terminate the Affiliates' rights under the Agreement unless otherwise agreed by the parties in writing. PNP may terminate the Agreement solely with respect to an individual Affiliate without affecting the rights and obligations of Client and other Affiliates under the Agreement.

8.3 Modification to or Discontinuation of the Service

PNP reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In addition, PNP will have the right to discontinue accepting any Payment Device by providing not less than ten (10) days' written notice to Client. In the event that PNP modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, PNP, at Client's request, shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that PNP is unable to substantially restore such functionality within sixty (60) days, Client shall have the right to terminate the Agreement. Client acknowledges that PNP reserves the right to discontinue offering the Service and any support at the conclusion of Client's then-current Term. Client agrees that PNP shall not be liable to Client nor to any third party for any modification of the Service as described in this Section.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

- If to Client: See Merchant Application
- If to PNP: Point and Pay LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "Effective Date").

Point and Pay LLC

[City of Palatka FL]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A Services Description

The following is a description of all Services and Modules offered by PNP. PNP shall provide the Services to Client and its end-user customers via the specific Modules and Payment Devices chosen by Client in the Client Application. Applicable fees, if any, for Client's elections are set forth on the Client Application. The Services include support and training outlined below at no additional charge to Client.

Service Modules

- **Counter Module.** The Counter Module allows customers to make payments to Client in a face-to-face environment or over the phone using a Payment Device. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Counter Module. The Counter Module also enables Client's staff to access reports via the web. The Counter Module is required to access the PNP Services. The Counter Module may be used in conjunction with or independently of point-of-sale (POS) terminals.
- **Web Module.** THE WEB MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The Web Module allows customers to make payments to Clients online using a Payment Device via a secure website hosted by PNP. Customers who elect to make payments via the Internet can follow a link from the Client website to the Client-branded, PNP-hosted web pages to submit a payment. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the Web Module. PNP shall create the Client-branded, PNP-hosted web pages at no additional charge. Client may elect bill presentment and account validation functionality for the one-time set-up fee set forth on the Client Application under "Data File Integration."
- **Interactive Voice Response (IVR) Module.** THE IVR MODULE MUST BE CHOSEN TOGETHER WITH THE COUNTER MODULE. The IVR Module allows Customers to make payments to Clients over the phone using a Payment Device. The Customer calls a toll-free phone number provided and managed by PNP to access the Client branded IVR. The IVR system recognizes Customer instructions through making a payment; the phone keypad is used to enter Payment Device numbers. The IVR system is configured and tested by PNP. PNP will issue unique confirmation numbers to customers who have completed a payment transaction using the IVR Module. Election of the IVR Module includes a Client-branded IVR environment and, if applicable, Client shall pay the one-time IVR set-up fee for the IVR Module set forth on the Client Application. In addition, Client may elect to have bill presentment and account validation functionality enabled through the IVR for the one-time set-up fee on the Client Application under "Data File Integration."

Customer Payment Devices

Each of the Modules can provide the Customer with the ability to pay by Credit Card, Debit Card and/or Electronic Check.

Training

PNP shall provide instruction manuals and up to four (4) hours of webinar training to Client and Client personnel in connection with the Modules chosen by Client.

Support

The following support shall be provided to Client and Client's customers at no additional charge during the term of the Services:

- **First Level Support.** PNP shall provide first-level support to Customers via PNP's call center. Customer service representatives shall be available 8 a.m. EST to 10 p.m. EST M-F, to handle customer inquiries.
- **Second Level Support.** PNP shall provide first-level support to Client via telephone. Second level support shall be available Monday through Friday during normal business hours.

Support availability shall be exclusive of downtime due to scheduled maintenance or events out of PNP's control. Support for the Products may be modified, suspended or terminated in PNP's sole discretion upon prior written notice.

Exhibit B
Client Bank Account Information

Agenda
Item

3e



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, declaring as surplus one (1) Clay Shaw Vessel, #1116686, IMO # CNL42001A101 and one (1) PD 1989 Ford Utility Master Van, and providing for disposal

DEPARTMENT: Admin/City Manager

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ x Support Documents ___ Other

SUMMARY: This is a request to adopt a resolution declaring the following items as surplus, and authorizing the City Manager to dispose of them at auction:
(1) Clay Shaw Vessel, ID 1118868, IMO#CNL42001A101 (Donated Vessel #3) and
(1) Police Dept. 1989 Ford Utility Master Van (CRT/SWAT vehicle)

RECOMMENDED ACTION: Adopt Resolution No. 2013-9- 104 declaring one Clay Shaw Vessel #1116686 IMO #CNL402001A101, and one PD 1989 Ford Utility Master Van as surplus property and authorizing the City Manager to dispose of said property at auction.

DEPARTMENT HEAD Submitted: M.Czymbor/G. Getchell *[Signature]* Date: 01/03/13
Requested Agenda Consent Date: 01/10/13

FINANCE DEPARTMENT Budgeted ___ Yes y No ___ N/A *[Signature]* Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: *[Signature]* Date: 1/3/13

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___ APT ___ CA ___ CC ___ CM ___ FIN ___ FD ___ P&C ___ PD *[Signature]* ___ PLN ___ S&S ___ W&S ___ WTP ___ WWTP

RESOLUTION NO. 2013 – 9 - 64

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
DECLARING CERTAIN PROPERTY TO BE SURPLUS AND
DIRECTING THE CITY MANAGER TO DISPOSE OF
SURPLUS PROPERTY IN ACCORDANCE WITH CITY
ADMINISTRATIVE PROCEDURES**

WHEREAS, Florida Statute 274.05 provides government units with the authority to classify as surplus any of its property that has not been otherwise lawfully disposed of, that is obsolete, or the continued use of which is uneconomical or inefficient, or which serves no useful function, and to dispose of said property through sale or donation;

WHEREAS, The City of Palatka (the City) owns certain property described as follows:

- (1) Clay Shaw Vessel, ID 1118868, IMO#CNL42001A101 (Donated Vessel #3);
- (1) Police Dept. 1989 Ford Utility Master Van (CRT/SWAT vehicle); and

WHEREAS, this property has become obsolete over time; and

WHEREAS, City Staff has recommended that the property be deemed surplus items; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to declare the property described in "Exhibit A" to be surplus property for disposal in accordance with administrative procedures.

NOW, THEREFORE, Be it resolved by the City Commission of the City of Palatka, Florida, as follows:

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The property described herein is declared to be surplus property to be disposed of in accordance with administrative procedures;
- Section 3: The City Manager is hereby authorized to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

PASSED AND ADOPTED this 10th Day of January, 2013, by the City Commission of the City of Palatka, Florida.

PALATKA CITY COMMISSION

By: _____
Its **MAYOR**

Staff Report

Date: 12-18-12
To: Chief Getchell
From: Sgt. Matt Newcomb
Subject: Surplus of CRT Vehicle.



History:

Around 2006 the Palatka Police Department obtained a 1989 Ford Utility Master box style van from the Palatka Fire Department. This vehicle has been used for transporting the Police Department SWAT team to calls for service and hi-risk search warrants since that time.

Discussion:

When the Police Department obtained the 1989 van, it had been removed from the fire department inventory and put on the city surplus list. The vehicle was 17 years old and only in fair condition when it was added to the police department fleet. When the van was obtained, it was painted and wood bench seats were installed.

In late 2011 to early 2012 the vehicle began having transmission problems. The transmission was worked on but the vehicle only ran for a few months following the repairs. Currently the transmission will not change gears from second gear to third gear or higher. Thus, the engines revolutions per minute are high as the vehicle is driven from one location to another. Noise is an obvious issue when the SWAT team is trying to make a stealthily approach.

Multiple mechanics have looked at the van to determine the problem. It has been recommended the engine and transmission be rebuilt or replaced. Estimates to repair the van have been in the \$5,000.00 to \$7,000.00 range. The vehicle is repairable however; it is not recommended the City invest this amount of money into a vehicle that is 24 years old.

Recommendation:

It is recommended the van be taken offline and surplused. The money made on the sale of the vehicle should be used to assist in the purchase of a new or used box style van or economy style van to transport the SWAT team to and from missions. Used box style vans can be purchased for approximately \$10,000.00 to \$15,000.00 dollars. A new E-350 Ford split cab van with a walk in rear box which contains storage compartments for equipment can be purchased for approximately \$30,000.00.



UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY UNITED STATES COAST GUARD

NATIONAL VESSEL DOCUMENTATION CENTER

CERTIFICATE OF DOCUMENTATION

VESSEL NAME CLAY SHAW		OFFICIAL NUMBER 1116686	IMO OR OTHER NUMBER CNL42001A101	YEAR COMPLETED 2001
HAILING PORT FORT LAUDERDALE, FL		HULL MATERIAL FRP (FIBERGLASS)		MECHANICAL PROPULSION YES
GROSS TONNAGE 47 GRT	NET TONNAGE 37 NRT	LENGTH 42.0	BREADTH 11.3	DEPTH 3.2
PLACE BUILT FORT LAUDERDALE, FL				
OWNERS STATE OF FLORIDA BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS		OPERATIONAL ENDORSEMENTS COASTWISE		
MANAGING OWNER STATE OF FLORIDA BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS 3201 WEST COPANS ROAD POMPANO BEACH, FL 33069				
RESTRICTIONS NONE				
ENTITLEMENTS NONE				
REMARKS NONE				
ISSUE DATE SEPTEMBER 03, 2008		 DIRECTOR, NATIONAL VESSEL DOCUMENTATION CENTER		
THIS CERTIFICATE EXPIRES SEPTEMBER 30, 2009				
LKN 9413339				

This certificate is not valid for operation of the vessel until the vessel is marked with the name, official number, and hailing port as shown on the certificate. The original certificate must be kept aboard the vessel at all times when in operation and must be presented upon the demand of federal, state or local officials for law enforcement purposes. Vessels with only a recreational endorsement may not engage in commercial trade.

Documented vessels may be registered by states for tax and other purposes and may be required to display a state decal. This certificate is valid for one year. Renewal is the responsibility of the owner. This certificate must be surrendered to the National Vessel Documentation Center (NVDC) upon a change in ownership, change in state of incorporation, or a change in any other element shown on the certificate other than change of address. This certificate is invalid for any vessel other than one documented solely for recreation when the vessel is placed under the command of a person who is not a citizen of the U.S. The vessel and its equipment are liable to seizure and forfeiture to the U.S. government and the owner is liable for a civil penalty of not more than \$10,000.00 per violation. Each day of a continuing violation is a separate violation.

Any change in address of the managing owner must be reported promptly to the NVDC. You may contact us at (304) 271-2400.

Note: The certificate on the face of this document is not conclusive evidence of title in any proceeding where ownership is in issue. Complete records are on file at the NVDC. The sale or transfer section below is provided for convenience only.

SALE OR TRANSFER OF VESSEL

100% OF THE VESSEL IDENTIFIED HEREIN IS SOLD (TRANSFERRED) BY THE OWNER(S) NAMED ON THE FACE OF THIS CERTIFICATE TO THE FOLLOWING PERSON(S). ADDRESS MUST BE INCLUDED.

CITY OF PALATKA
201 N. 2nd. St Palatka, Fl 32177

IF SOLD (TRANSFERRED) TO MORE THAN ONE PERSON, THE PURCHASER(S)/TRANSFEREE(S) ARE TENANTS IN COMMON, EACH OWNING AN EQUAL UNDIVIDED INTEREST, UNLESS OTHERWISE INDICATED HEREIN: CHECK ONLY ONE OF THE FOLLOWING BLOCKS TO SHOW ANOTHER FORM OF OWNERSHIP.

- JOINT TENANCY WITH RIGHT OF SURVIVORSHIP
- TENANCY BY THE ENTIRETIES
- COMMUNITY PROPERTY
- OTHER

SIGNATURE OF SELLER(S)/TRANSFEROR(S) OR PERSONS SIGNING ON BEHALF OF SELLER(S)/TRANSFEROR(S):

Christopher Walton

DATE SIGNED: 10/3/08

NAME(S) OF PERSON(S) SIGNING ABOVE, AND LEGAL CAPACITY IN WHICH SIGNED (E.G. OWNER, AGENT, TRUSTEE/EXECUTOR)

Christopher Walton

ACKNOWLEDGMENT (TO BE COMPLETED BY NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED BY A LAW OF A STATE OR THE UNITED STATES TO TAKE OATHS.)

ON 10/3/08 THE PERSON(S) NAMED
(DATE)

STATE: Florida

COUNTY: Broward

NOTARY PUBLIC-STATE OF FLORIDA

Cynthia Corbett-Elder
Commission # DD456051

Expires: SEP 12, 2009

NOTARY PUBLIC
MY COMMISSION EXPIRES:

ABOVE ACKNOWLEDGED EXECUTION OF THE FOREGOING INSTRUMENT IN THEIR STATED CAPACITY(IES) FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC-STATE OF FLORIDA
Cynthia Corbett-Elder
Commission # DD456051
Expires: SEP 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

PRIVACY ACT STATEMENT

IN ACCORDANCE WITH 5 USC 552(A). THE FOLLOWING INFORMATION IS PROVIDED TO YOU WHEN SUPPLYING PERSONAL INFORMATION TO THE U.S. COAST GUARD:

1. **AUTHORITY.** SOLICITATION OF THIS INFORMATION IS AUTHORIZED BY 46 USC CHAPTER 313 AND 46 CFR, PART 67.
2. **THE PRINCIPAL PURPOSES FOR WHICH THIS INSTRUMENT IS TO BE USED ARE:**
 - (A) TO PROVIDE A RECORD, AVAILABLE FOR PUBLIC INSPECTION AND COPYING, OF THE SALE OR OTHER CHANGE IN OWNERSHIP OF A VESSEL WHICH IS DOCUMENTED, WILL BE DOCUMENTED, OR HAS BEEN DOCUMENTED PURSUANT TO 46 USC, CHAPTER 121.
 - (B) RETENTION FOR EXAMINATION BY GOVERNMENTAL AUTHORITIES AND MEMBERS OF THE GENERAL PUBLIC.
3. **THE ROUTINE USE WHICH MAY BE MADE OF THIS INFORMATION INCLUDES DEVELOPMENT OF STATISTICAL DATA CONCERNING DOCUMENTED VESSELS.**
4. **DISCLOSURE OF THE INFORMATION REQUESTED ON THIS FORM IS VOLUNTARY. HOWEVER, FAILURE TO PROVIDE THE INFORMATION COULD PRECLUDE FILING OF A BILL OF SALE AND DOCUMENTATION OF THE VESSEL NAMED HEREIN PURSUANT TO 46 USC CHAPTER 121. MOREOVER, BILLS OF SALE WHICH ARE NOT FILED ARE NOT DEEMED TO BE VALID AGAINST ANY PERSON HAVING ACTUAL KNOWLEDGE OF THE SALE. (46 USC 31321 (A)).**

AN AGENCY MAY NOT CONDUCT OR SPONSOR, AND A PERSON IS NOT REQUIRED TO RESPOND TO A COLLECTION OF INFORMATION UNLESS IT DISPLAYS A VALID OMB CONTROL NUMBER.

THE COAST GUARD ESTIMATES THAT THE AVERAGE BURDEN FOR THIS FORM IS 20 MINUTES FOR COMPLETING AND 5 MINUTES FOR FILING. YOU MAY SUBMIT ANY COMMENTS CONCERNING THE ACCURACY OF THIS BURDEN ESTIMATE OR ANY SUGGESTIONS FOR REDUCING THE BURDEN TO: U.S. COAST GUARD, NATIONAL VESSEL DOCUMENTATION CENTER, 792 T J JACKSON DRIVE, FALLING WATERS, WEST VIRGINIA 25419 OR OFFICE OF MANAGEMENT AND BUDGET, PAPERWORK REDUCTION PROJECT (1625-0027), WASHINGTON, DC 20503.

AH 292752522419

Select Year: 2012

The 2012 Florida Statutes

Title XVIII
PUBLIC LANDS AND
PROPERTY

Chapter 274
TANGIBLE PERSONAL PROPERTY OWNED BY
LOCAL GOVERNMENTS

[View Entire
Chapter](#)

274.05 Surplus property.—A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Within the reasonable exercise of its discretion and having consideration for the best interests of the county or district, the value and condition of property classified as surplus, and the probability of such property's being desired by the prospective bidder or donee to whom offered, the governmental unit may offer surplus property to other governmental units in the county or district for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation. If the surplus property is offered for sale and no acceptable bid is received within a reasonable time, the governmental unit shall offer such property to such other governmental units or private nonprofit agencies as determined by the governmental units on the basis of the foregoing criteria. Such offer shall disclose the value and condition of the property. The best bid shall be accepted by the governmental unit offering such surplus property. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of the surplus property.

History.—s. 5, ch. 59-163; s. 21, ch. 94-226; s. 6, ch. 96-209; s. 1, ch. 96-236.

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Agenda Item

3_f



CITY COMMISSION AGENDA ITEM

SUBJECT: Appointment of Golf Course Advisory Board

DEPARTMENT: Admin/Clerk

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ x Support Documents ___ Other

SUMMARY: The Golf Course Advisory Board was re-activated and its membership was revised on 11-8-12 by Resolution 9-52. This Board will make recommendations to the City Manager and Commission regarding the golf course. Resolution 9-52 (copy attached) states the Board shall be made up of five members; one member to be appointed by the City Commission to serve a 3-year term; two members to be appointed from the Men's Golf Association, and two members to be appointed from the Women's Golf Association; club members will serve one-year terms. The Golf Course Manager/Pro will serve as Advisor to this Board.

The PMGA has submitted David Cox and Greg Jungenberg. The PMGA has submitted Joy Langston and Gen Alvers. These are one-year terms; these appointments are confirmed by the Commission.

Jeffrey Elledge has submitted his application to be appointed to the Golf Course Advisory Board as the Commission's appointee. He lives inside the City Limits, is an avid user of the Course, has been golfing for 40 years at courses located around the world, and has executive management experience. He comes with a recommendation from the Golf Pro and otherwise meets the requirements for appointment to this Board. He is the sole applicant. This member serves a three-year term.

RECOMMENDED ACTION:

- Appoint David Cox and Greg Jungenburg as PMGA Member Representatives, and Joy Langston and Gen Alvers as PWGA member representatives to the Golf Course Advisory Board, each for a one year term to expire January, 2014.
• Appoint Jeffrey Elledge as the Commission Representative to the Golf Course Advisory Board for a three-year term to expire January, 2016.

DEPARTMENT HEAD Submitted: B. Driggers [signature] Date: 12-19-12
Requested Agenda Consent Date: 01-10-12

FINANCE DEPARTMENT Budgeted ___ Yes ___ No [X] N/A [signature] Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [signature] Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: APT CA CC CM FIN FD P&C PD PLN S&S W&S WTP WWTP

RESOLUTION NO. 9 - 52

Entitled

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AMENDING THAT CERTAIN RESOLUTION NO. 2-35, ADOPTED JULY 26, 1979 ESTABLISHING THE MUNICIPAL GOLF COURSE ADVISORY BOARD.

WHEREAS, the City of Palatka, by Resolution 7-118, adopted January 22, 2004, amended Resolution 2-35 adopted July 26, 1979 establishing the Municipal Golf Course Advisory Board; and

WHEREAS, the City Commission now wishes to further amend said Resolution No. 2-35 and the applicable portion of Resolution No. 7-118.

NOW, THEREFORE, be it resolved by the City Commission of the City of Palatka, Florida, as follows:

1. Paragraph 2 of the above Resolution(s) is amended to read as follows:

The Board shall consist of (5) members appointed by the City Commission, who shall be appointed as follows:

One (1) Member appointed by the City Commission, who shall serve a three (3) year term, commencing January, 2013; and

Two (2) Members of the Men's Golf Association who shall be appointed annually. One member shall be chosen by the membership, and one member shall be the President of the Men's Golf Association or his designee; and

Two (2) Members of the Women's Golf Association who shall be appointed annually. One member shall be chosen by the membership, and one member shall be the President of the Women's Golf Association or her designee.

The Golf Course Manager/Pro shall serve as an advisor to the Board.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 8th day of November, 2012.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: David Cox (Must be at least 18 yrs. old)
Residence 2612 Silver Lake Dr. Palatka, FL 32177 Phone: 329-6186
(911 Address) 2612 Silver Lake Dr. Palatka, FL 32177 Fax: _____
Business Name MEDEX 6500 Circle Ave Palatka, FL 32177 Phone: 326-0575
& Address MEDEX 6500 Circle Ave Palatka, FL 32177 Fax: 326-0571
(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: ABOVE

E-mail: dcx412@Bellsouth.net Daytime Phone: 329-6186

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)
PHYSICIAN ASSISTANT - CO-OWNER MEDICAL EXPRESS OF PALATKA
CURRENT PRESIDENT - PALATKA MEN'S GOLF ASSOCIATION

OTHER COMMENTS OR INFORMATION:

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

David Cox SIGNATURE OF APPLICANT 12/3/12 DATE

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

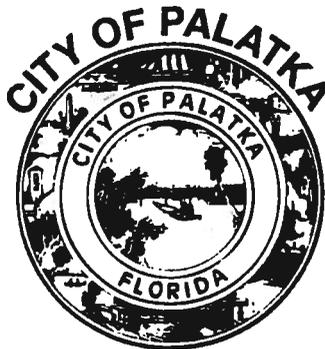
VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
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MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Greg Jungenberg (Must be at least 18 yrs. old)
Residence 2107 CATR ST Phone: 326-3106
(911 Address) 2107 CATR ST Fax: 326-6622
Business Name MEDIX Phone: 326-6575
& Address 6500 Crill Ave Fax: 326-0571

(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: Above

E-mail: Junglgr74@~~net~~gmail.com Daytime Phone: Above

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

Physician Assistant
PAST President PMAA
past member of golf course Advisory Committee

OTHER COMMENTS OR INFORMATION:

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

[Signature] 11/27/12
SIGNATURE OF APPLICANT DATE

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

From: Marty McCullough (martymccullough@yahoo.com)

To: martymccullough@yahoo.com;

Date: Wed. November 28. 2012 8:19:04 PM

Cc: mbweldon@hotmail.com; bucky73@comcast.net; allen.anderson@lpnt.net; imdocgolf@comcast.net; jbarsmg1204@hotmail.com; j_boatwright@comcast.net; saveallman@aol.com; j.m.brown@comcast.net; lturnonly@live.com; ssbrowning33@gmail.com; billars@aol.com; dbbyrnes@windstream.net; dkcarson@cox.net; lturnonly@gainsvillenissan.com; jet2215@hotmail.com; forsythe927@yahoo.com; chuck635@bellsouth.net; kuhnjags48@yahoo.com; susannelineberger@sjrstate.edu; cliffordmassey@yahoo.com; wohara1921@aol.com; billy.stockton@gapac.com; bobandjudyatpv@comcast.net; gbacon@cityshippers.com; kylecoleman24@yahoo.com; wmutchie@comcast.net; dblumenstock@comcast.net; jcarpenter@gmail.com; rjs6007@gbso.net; imdocgolf@comcast.net; titleman@gbso.net; spanky.aaron@yahoo.com; lbennett@putnamschools.org; d_wilhite@bellsouth.net; dcc412@bellsouth.net; 22gator@live.com; dbbyrnes@windstream.net; dkcarson@cox.net; kuzannie@yahoo.com; je103154@bellsouth.net; dsfeagin@gmail.com; dougfeltner@comcast.net; jigulatorjackson@yahoo.com; herseydestin@yahoo.com; junglex74@gmail.com; enakg2ljy@aol.com; palatkajack@gmail.com; edralosky@msn.com; sonyaguy@aol.com; gschiffbauer@comcast.net; jevarnad@gapac.com; gregwill10321@gmail.com; dhood@putnamschools.org; howzit1946@aol.com; dwfutch38@yahoo.com; jasangross75@yahoo.com; kdharris0678@yahoo.com; fjmjj@comcast.net; curtis.west@gapac.com; halsul1262@aol.com; desposito52@yahoo.com; kuzannie@yahoo.com; cbjohnson1995@hotmail.com; dhtrump@comcast.net; palatkafm@yahoo.com; lfayard40@bellsouth.net; led713@hotmail.com; mdemouy@att.net; dursch101@windstream.net; pflateau@gmail.com; lfreeman@becknissan.com; garrettjohn56@yahoo.com; mhathy@aim.com; ken.henley.ieul@statefarm.com; launched99@msn.com; mathe@windstream.net; mac.mcinnis@hotmail.com; jmoody118@comcast.net; mpurinton@bellsouth.net; krismairi@yahoo.com; golfpal57@gmail.com; randywerkheiser@ymail.com; jwolfenden@pol.net; py1159gator@yahoo.com; jeffzumbar73@aol.com; kdharris0678@yahoo.com; randyhumes2@verizon.net; ptrettner@pga.com; mwheat1166@yahoo.com; poppyjoed@yahoo.com; krmonahan@gbso.net; jtcoons@bellsouth.net; hellraiser8147@yahoo.com;

Subject: PMGA Meeting for Advisory Board

PMGA ADVISORY BOARD
NOMINATION MEETING
November 27, 2012

Meeting called to order at 5:09 by President Dave Cox

PMGA Members in attendance:

David Cox Tanner Tipton
Greg Jungenberg Kyle Coleman
John Wolfenden Kevin Orr
Billy Buck Marty McCullough
Bucky Buck Larry Welch
Doug Feltner Henry Harder
Bob Porch Ron Jerin
Wilson Edwards Paul Trettner

President Cox explained the reason for this meeting was the Advisory Board wants to meet during the second week of January and the city wants a second PMGA member to be part of the Advisory Board along with David Cox. The meeting is to nominate any PMGA Members who wishes to participate, and vote on a representative. The City Commission also wants a list of attendees and minutes from this meeting.

Ray Spofford was nominated and approved as a nominee.

Greg Jungenberg was nominated and approved as a nominee.

No other members were nominated.

Ballots were cast by all members in attendance and Greg Jungenberg was voted as the PMGA's second representative on the Advisory Board.

Meeting was adjourned at 5:22pm

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER



ALLEN R. BUSH
CITY MANAGER
BETSY JORDAN DRIGGE
CITY CLERK
RUBY M. WILLIAMS
FINANCE DIRECTOR
GARY S. GETCHELL
CHIEF OF POLICE
KENNETH E. VENABLES
CHIEF FIRE DEPT.
DONALD E. HOLMES
CITY ATTORNEY

Regular meeting 2nd and 4th Thursdays each month at 6.00 p.m.

CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Joy Langston (Must be at least 18 yrs. old)
Residence 120 Caca Rd E. Palatka Phone: 386 325 2169
(911 Address) 120 Caca Rd E. Palatka Fax: _____
Business Name none Phone: _____
& Address _____ Fax: _____

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

Preferred Mailing Address: 120 Caca Rd E. Palatka, Fl 32131

E-mail: jrlangston@bellsouth.net Daytime Phone: 386 325 2169

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

retired Teacher

OTHER COMMENTS OR INFORMATION:

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

Joy Langston
SIGNATURE OF APPLICANT

1/03/08 renew
1-14-09
DATE renew 2/2010
renew 1/10/13

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

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

PEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Genevieve Alvers (Must be at least 18 yrs. old)
Residence 139 Elsie Drive Phone: (386) 325-5006
(911 Address) 139 Elsie Drive Fax: _____
Business Name _____ Phone: _____
& Address East 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: _____

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

Member of Palatka Women's Golf Association
since 1965. Former President of PWGA.

OTHER COMMENTS OR INFORMATION:

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

Genevieve Alvers Nov. 20, 2012
SIGNATURE OF APPLICANT DATE

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

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Jeffrey Elledge (Must be at least 18 yrs. old)
Residence 806 S. 13th St., Palatka, FL Phone: 386-328-7135
(911 Address) 806 S. 13th St., Palatka, FL Fax: None
Business Name Phone: _____
& Address Fax: _____

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

Preferred Mailing Address: Home

E-mail: JE103154313@ATT.NET Daytime Phone: 386-328-7135

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

Civil Engineer, formerly director of Water Resources at SJRWMD, managed > 200 employees and multi million dollar projects and budget.
Currently doing water resources engineering research at UCF.

OTHER COMMENTS OR INFORMATION:

More than 40 years of experience in golf all around the world.

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

Jeffrey Elledge
SIGNATURE OF APPLICANT

12-12-12
DATE

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

*Agenda
Item*

3g



CITY COMMISSION AGENDA ITEM

SUBJECT: Re-appointment of Charles Myers III and Tim Parker to Police Officers' Pension Board

DEPARTMENT: Admin/Clerk

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other – Application

SUMMARY: Charles Myers, III and Tim Parker's terms on the Palatka Police Officers' Pension Board are up for renewal. They have both returned their applications for reappointment, indicating their desire to continue to serve in this capacity. Both members have met attendance requirements and are otherwise qualified for reappointment to this Board.

Mr. Myers and Mr. Parker are the sole applicants for these positions, as well as the incumbent members. Staff concurs on these Reappointments.

RECOMMENDED ACTION: Re-appoint Charles Myers, III and Tim Parker to the Palatka Police Officers' Pension Board for respective two-year terms to expire December, 2014.

DEPARTMENT HEAD Submitted: B. Driggers Date: 12/28/12
Requested Agenda Consent [Signature] Date: 01-10-13

FINANCE DEPARTMENT Budgeted Yes No N/A [Signature] Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

GRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: CHARLES T. MYERS III # of years' prior service: _____
Residence Phone: 386-328-4050
(911 Address) 244 CRYSTAL COVE DR. PALATKA, FL 32177 Fax: SAME
Business Name Phone: _____
& Address NONE 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: SAME AS ABOVE

E-mail: C8336@belksouth.net Daytime Phone: 386-328-4050

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.

Charles T. Myers III 12/20/12
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, FL 32177.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

DEBRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: TIMOTHY E. PARKER # of years' prior service: 4
Residence Phone: 326-0866
(911 Address) 528 KIRBY ST PALATKA, FL 32177 Fax: 329-0447
Business Name Phone: _____
& Address Fax: _____

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

Preferred Mailing Address: P.O. BOX 1920 PALATKA, FL 32178

E-mail: tparker@putnam-fl.com Daytime Phone: 329-0300

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.

Timothy E. Parker

SIGNATURE OF APPLICANT

12/26/12

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, FL 32177.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Chairman's/Director's Signature _____

Updated 1-20-12

Police Officers' Pension Board

***5 members; 2-yr. Terms for Trustees
Created by Ordinance eff. 10/1/99***

<u>Name/Address</u>		<u>Term Expires</u>
Sgt. Scott Reinhold Police Officer's Rep 110 N. 11 th Street Palatka FL 32177 Phone 386-329-0115 Fax 386-329-0159	Elected 5/04	December, 2013
Asst. Police Chief James Griffith, Secretary Police Officer's Rep 110 N. 11 th Street Palatka FL 32177 Phone 386-329-0115 Fax 386-329-0159	Elected 5/00	December, 2012
Timothy Parker Putnam County Property Appraiser P.O. Box 1920 Palatka FL 32178 Phone (W)386-329-0300 Fax 386-326-7290 e-mail: tparker@putnam-fl.com	Commission Appointee Appointed 11/11/04 528 Kirby Street (H)386-326-0866	December, 2012
Charles T. Myers III – 5 th Member 244 Crystal Cove Dr. Palatka, FL 32177 Phone (H)386-328-4050 e-mail: c8336@bellsouth.net	Appointed 09/13/08	December, 2012
Mayor Vernon Myers (Chair) Commission Appointee 201 N. 2 nd Street 2500 Fairway Drive Palatka FL 32177 Phone (H)386-325-6133 e-mail: vernonmyers@comcast.net	Appointed 9/08	January, 2013

*Agenda
Item*

3h



CITY COMMISSION AGENDA ITEM

SUBJECT: 2013 Annual Commissioner Appointments

DEPARTMENT: Admin/Clerk

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ Support Documents ___ Other

SUMMARY: Attached is a list of commissioner representative appointments to various boards and committees. Appointments to the Putnam County Development Authority are made annually. Appointments as Liaisons or miscellaneous Commission Representatives are generally made in January following elections, after new or returning commissioners are sworn in. **Recommended changes are shown in boldface.**

RECOMMENDED ACTION: Approve the 2013 Commissioner representative appointments to various boards and committees per Staff recommendation.

DEPARTMENT HEAD Submitted: B. Driggers *md* Date: 12-28-12
Requested Agenda Consent Date: 01-10-12

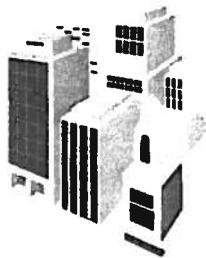
FINANCE DEPARTMENT Budgeted ___ Yes ___ No *N/A* Date: 01/13/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: *M* Date: 1/2/13

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___ APT ___ CA ___ CC ___ CM ___ FIN ___ FD ___ P&C ___ PD ___ PLN ___ S&S ___ W&S ___ WTP ___ WWTP



CITY OF PALATKA
 Betsy Jordan Driggers
 City Clerk
 201 N. 2nd Street
 Palatka FL 32177
 Phone: 386-329-0199
 Fax: 386-329-0199
 e-mail: bdriqqers@palatka-fl.gov

Memorandum

To: Mayor and Commissioners
From: Betsy Driggers, City Clerk
Date: 12/28/2012
Re: 2013 Commissioner Appointments

- Below is a list of commissioner representative appointments to various boards and committees. Appointments to the Putnam County Development Authority are made annually. Appointments as Liaisons or miscellaneous Commission Representatives are generally made in January following elections, after new or returning commissioners are sworn in. The list of current appointments are as follows, **with recommended changes shown in boldface.**

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

Mayor Myers
 Vice Mayor Brown
 Commissioner Norwood

Commission Liaisons: *

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

**no set terms*

Commissioner Kitchens
 Commissioner Kitchens
 Vice-Mayor Brown
 Vice-Mayor Brown
Commissioner Leary (frmly Comm. Norwood)

Miscellaneous Commission Representatives

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

Indefinite terms- usually appointments are made in January following elections

City Staff (Formerly Comm. Norwood)
 Mayor Myers
 Commissioner Leary
 Commissioner Norwood
 Commissioner Myers
 Commissioner Leary
City Staff (Formerly Comm. Leary)

- The Pension Board appointments are made every even-numbered year; all current terms expire January 31, 2013. The Commission has traditionally chosen to appoint a member of the City Commission to fill one of the two "commissioner appointee" positions. **It is Staff's recommendation to make the following reappointments:**

December 28, 2012

Pension Boards: *Appoint for 2-year terms to expire 1/31/2015*
General Pension Board Commissioner Norwood
Police Pension Board Mayor Myers
Firefighter Pension Board Commissioner Leary

Please take action to approve the 2013 Commissioner representative appointments to various boards and committees per Staff recommendation.

Agenda Item

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CITY COMMISSION AGENDA ITEM

SUBJECT: Request for Preliminary approval of schedule of 2013 Class A Festivals, Arts Council Summer Concert Series, City-Sponsored Events and other annually recurring events

DEPARTMENT: Special Events

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ X Support Documents ___ Other

SUMMARY: Attached is a list of annually reoccurring Special Events for the Downtown Palatka Riverfront. This is a request for preliminary approval for dates only; special events organizers will still be required to go through the special events process to obtain a special events permit. This is an annual request that customarily goes to the Commission in January.

RECOMMENDED ACTION: Grant Preliminary approval of schedule of 2013 Class A Festivals, Arts Council Summer Concert Series, City-Sponsored Events and other annually recurring events

DEPARTMENT HEAD Submitted: Jeff Norton Date: 12/21/12
Requested Agenda Consent Date: 12/21/12

FINANCE DEPARTMENT Budgeted ___ Yes ___ No X N/A Date: 1/13/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 1/21/13

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___ APT ___ CA ___ CC ___ CM ___ FIN ___ FD ___ P&C ___ PD ___ PLN ___ S&S ___ W&S ___ WTP ___ WWTP

MEMORANDUM

To: City of Palatka Commissioners
From: Jeff Norton, Special Events Coordinator & Parks Supervisor
Date: December 21st, 2012
Re: 2013 Schedule of Special Events

Provided below please find a schedule of 2013 Special Events for the Downtown Palatka Riverfront. The organizers of these events will still be required to complete the normal permitting process through the Special Events Committee. I ask that the City Commission grant the preliminary 2013 schedule.

1. Azalea Festival ~ March 2nd-3rd, 2013
2. St. Patrick's Day Parade ~ March 17th, 2013
3. Palatka Main Street Bicycle Festival ~ March 29th-30th, 2013
4. March of Dimes ~ April 20th, 2013
5. Palatka Main Street "Run Through History" 5 K ~ March 20th, 2013
6. 60th Annual Mug Race ~ May 4th, 2013
7. Wolfson's Children Hospital Bass Tournament ~ May 15th-18th, 2013
8. Blue Crab Festival ~ May 24th-27th, 2013
9. Fire Works Celebration ~ July 4th, 2013
10. Veteran's Day Parade ~ November 11th, 2013
11. Christmas Day Parade ~ November 29th, 2013
12. Light The Riverfront ~ December 7th, 2013
13. Palatka Main Street 3rd Friday Street Party ~ January 18th, February 15th, March 15th, April 19th, May 17th, June 21st, July 19th, August 16th, September 20th, October 18th, November 15th, December 20th, 2013.
14. Palatka Main Street 4th Saturday Cruise In ~ January 26th, February 23rd, March 23rd, April 27th, May 25th, June 22nd, July 27th, August 24th, September 28th, October 26th, November 23rd, December 28th, 2013.
15. Arts Council Concert Series ~ TBD

If you have any questions or concerns please contact me at 386-326-3084 or 386-937-3093.

Jeff Norton
Special Events Coordinator

Agenda Item

3_j



CITY COMMISSION AGENDA ITEM

SUBJECT: Request for Noise Variance for Special Events Permit # 13-08

DEPARTMENT: Special Events

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ X Support Documents ___ Other

SUMMARY: Special Events Permit # 13-08; Request and Approve Noise Variance for Palatka Main Street "Cruise In"

RECOMMENDED ACTION: Approve Noise Variance for the following Dates and Times:

January 26th, 2013 February 23rd, 2013 March 23rd, 2013 April 27th, 2013
May 25th, 2013 June 22nd, 2013 July 27th, 2013 August 24th, 2013
September 28th, 2013 October 26th, 2013 November 23rd, 2013 December 28th, 2013

The times for the following dates will be from 5pm-9pm

DEPARTMENT HEAD Submitted: Jeff Norton Date: 1/10/2013
Requested Agenda Consent Date: 1/10/2013

FINANCE DEPARTMENT Budgeted ___ Yes ___ No XN/A Date: 1/13/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/2/13

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___ APT ___ CA ___ CC ___ CM ___ FIN ___ FD ___ P&C ___ PD ___ PLN ___ S&S ___ W&S ___ WTP ___ WWTP

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

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

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

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

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

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

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

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

12/21/12
DATE

[Signature]
SIGNATURE OF APPLICANT

APPROVED:

[Signature] 12/28/2012
SPECIAL EVENTS COORDINATOR DATE

RETURN TO:
JEFF NORTON
SPECIAL EVENTS COORDINATOR
201 N. 2nd Street
Palatka, FL 32177

COPIES TO:
Parks Dept.
Police Dept.
Fire Dept.
Sanitation Dept.
City Clerk

Downtown Palatka, Inc.
Keep Putnam Beautiful
Chamber of Commerce
Palatka Daily News

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

Special Events Vendor Requirements

1. A 12ft clearance must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.
2. Temporary vendor tents and/or canopies of 200sf or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guy ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap.
3. Temporary electrical cords and boxes will NOT cross any street and where crossing sidewalks, will be protected and pose no trip hazards. NFPA70
4. A 44" accessible clear path maintained on all City sidewalks. FBC Ch 11
5. Generators will be located to the rear of the vendor space, have a fire extinguisher and be sound deadened.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed fire extinguisher company. (Tag showing inspection within 1 year of event date.)
2. Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.
5. The Department of Business and Professional Regulation WILL INSPECT all vendors prior to opening for business.

Event staff will coordinate the overall inspection time. DPBR contact numbers (850)-487-1395, 904-727-5540 or 5541, 800-226-5561.

Exceptions;

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemption Certificate, issued in the name of the vendor on site.
- b. Vendor selling food items not prepared on sit, i.e. pre-packaged.

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Special Events Vendor Requirements

Vendor RV Camping

- 1. Temporary camping with motor homes, 5th wheels and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.**
- 2. Under NO circumstances will any grey or black water be dumped, except into a proper disposal facility to be provided by the Event Organizer. (The City of Palatka does not have a disposal facility)**
- 3. Parking of RV Campers will insure that no driveway, street or parking lot is blocked or obstructing traffic.**
- 4. Campers will be locked when not occupied.**
- 5. Permission to connect to utilities will only be authorized by Event Staff.**
- 6. A placard issued by the event staff will identify vendor RV's.**



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

- Site Sketch Provided
- Tentative Schedule of Events

Event Classification:
 Class A
 Class B
 Class C

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

Name of Special Event/Production: Dinner in the Struts Downtown Cruise-in

Type of Event: Car & Truck Show

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

Location of Event: St John Ave 600-700 blocks

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
Event Day 1	<u>Attended</u>	<u>Saturday</u>	<u>5</u> AM/PM	<u>9</u> AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM
Set-up for event will begin on (Date)	_____	_____	_____ at (time)	<u>4:30 pm</u>
Break down will be completed by (Date)	_____	_____	_____ at (time)	<u>10 pm</u>

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

APPLICANT INFORMATION:

Name: Charles Runt
Telephone: 316-321-0100 X333 Fax: _____ Cellular: 352-455-1110
Address: P.O. Box 1054, P.L.H., A 32128

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other contacts/Keyholders:

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Estimated Peak Number of Participants (each day of event):
Day 2 _____ Day 3 _____ Day 4 _____ Day 1 200
Day 5 _____

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

Number and proposed location of fire protection services: n/a

Inspection(s) – Date and time requested: n/a

Emergency medical services: Ambulance Location(s) (note on site map): n/a

Number of EMS Personnel required: n/a

Number and proposed location of portable toilets: (note location on site map) n/a

- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required: N/A
- Location of parking/transportation services, if any: N/A
- Type Transport Vehicles (Van, buses, etc.): N/A
- Location of security and emergency vehicle parking on site: N/A
- Public street barricades/street closures/detours: (note locations on site map) my
- Temporary Parking, directional Signage needed: N/A
- Main emergency vehicle access to site (location – also note on site map): my
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) my
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): my
- Number and location of static/mobile displays (note on site map): my
- Location of event staff management (headquarters): N/A
- Staff Uniform Identification: N/A
- Main sound system location: my
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): my

- Number and location of temporary signs/banners: ny
- Number and location of promotional visual effects: na
- Watercraft: na
- Aircraft: na
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): ny
- Date(s) and times of setup/breakdown: 4-5 pm setup
7-12 pm break down
- Name(s) and Type of Musical Bands to Perform (dates & times of performances): DJ
- Noise Abatement Requirements: na
- Adjoining Properties Impacted (Notification needed?): na
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: na
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): na
- Handicapped Accessibility: na

Items Outstanding:

- Outstanding Fees: \$ _____
- Site Plan Sketch
- 501(c)(3) Certificate of Exemption,

- Nonprofit Articles of Incorporation AND Charter AND Mission Statement
- Financial Statement (last audit period)
- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- Fire resistive rating certificates (tents, fabric, etc.)
- Schedule Fire, Building/Electrical Inspections
- Schedule Pre/Post Sanitation Inspections
- Example of Special Event vendor permits provided
- Special Event Certificate of Insurance – City as “Additional Insured” (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List Certificates required: _____

- Required permits (federal, state, local): _____
- Alcohol License (copy)
- Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- Musical Band Names/Times
- _____
- _____
- _____

PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone#
_____	_____	_____	_____

Lined area for notes.

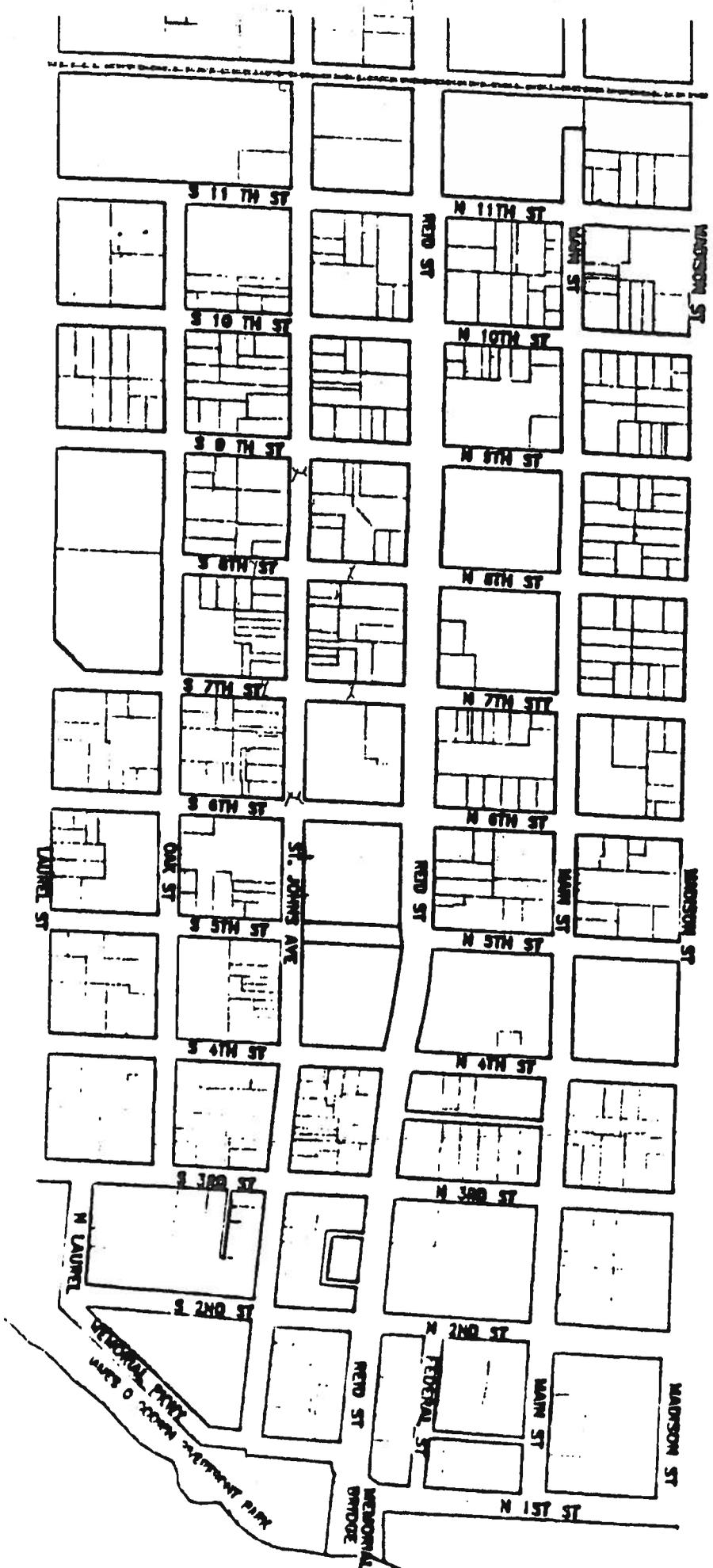
NOTES

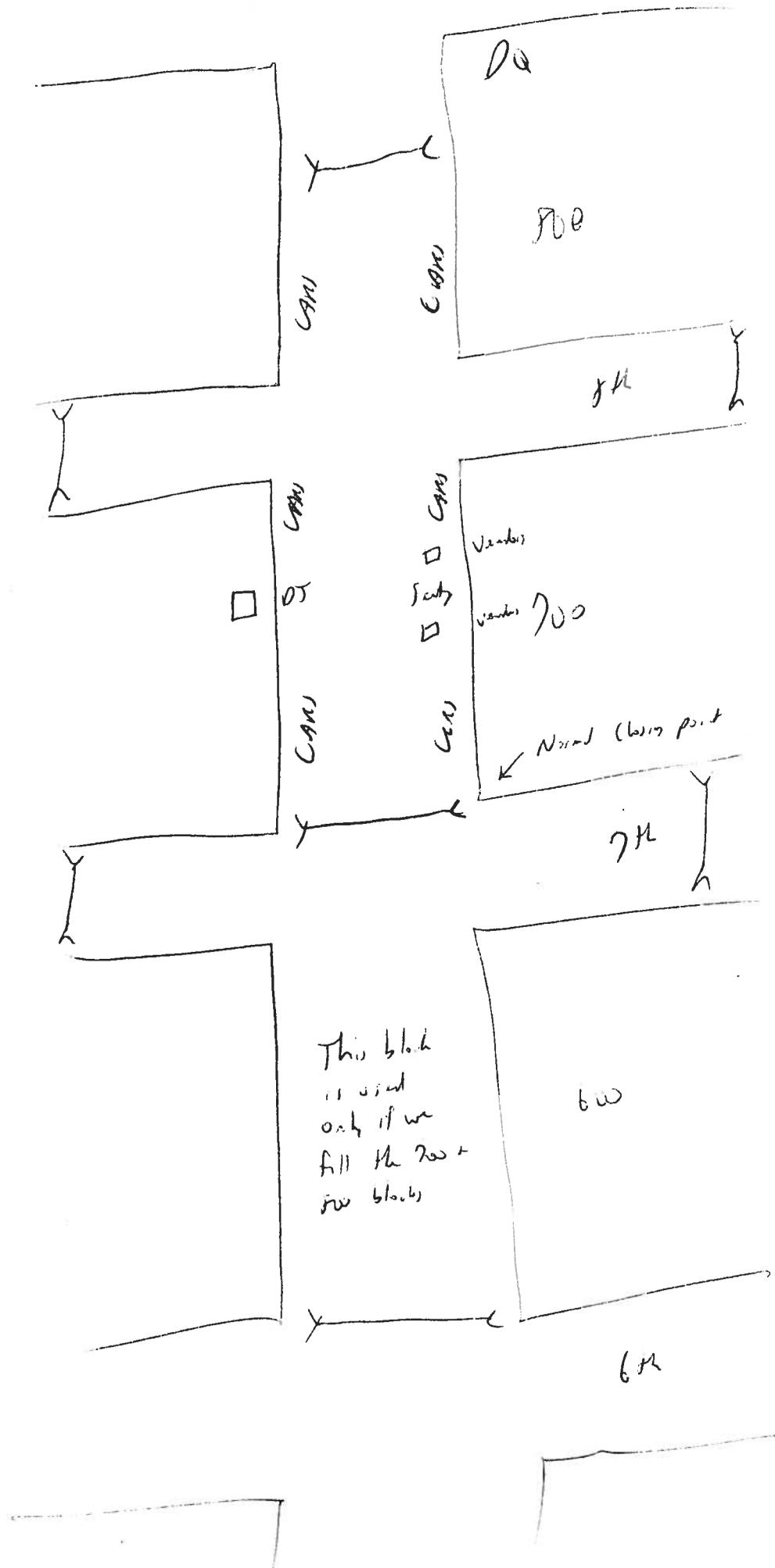
Lined area for notes.

POST-EVENT CHECKLIST (Class A Events Only)

- Report listing income/expenses of event, showing amount of gross revenues, payments, net proceeds, and distribution of net proceeds.
- Affidavit listing main suppliers (advertising, t-shirts, alcohol and/or soft drink concessions, paid entertainment) who have provided goods or services in connection with the event, stating they have been paid in full, or if not, a listing of those suppliers with the amount they are owed.

Downtown Palatka





This block is used only if we fill the 700 + 600 blocks

*Agenda
Item*

3k



CITY COMMISSION AGENDA ITEM

SUBJECT: Request to Noise and Alcohol Variance for Palatka Main Street Special Events Permit # 13-07

DEPARTMENT: Special Events

ATTACHMENTS: ___ Ordinance ___ Resolution ___ Motion
___ X Support Documents ___ Other

SUMMARY: Special Events Permit # 13- 07; Request and Approve Noise and Alcohol Variance for Palatka Main Street "3rd Friday Block Party"

RECOMMENDED ACTION: Approve Noise and Alcohol Variance for the following dates and times:

January 18th, 2013 February 15, 2013 March 15th, 2013 April 19th, 2013
May 17th, 2013 June 21st, 2013 July 19th, 2013 August 16th, 2013
September 20th, 2013 October 18th, 2013 November 15th, 2013 December 20th, 2013

The times for the following dates will be from 5pm-10pm

DEPARTMENT HEAD Submitted: Jeff Norton Date: 1/10/2013
Requested Agenda Consent Date: 1/10/2013

FINANCE DEPARTMENT Budgeted ___ Yes ___ No N/A Date: 1/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 1/2/13

COMMISSION ACTION: ___ Approved as Recommended ___ Disapproved
___ Approved With Modification ___ Tabled To Time Certain
___ Other

DISTRIBUTION: ___ APT ___ CA ___ CC ___ CM ___ FIN ___ FD ___ P&C ___ PD ___ PLN ___ S&S ___ W&S ___ WTP ___ WWTP

APPLICATION # 13-07

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

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Palatka Main Street, Inc
b. CONTACT PERSON Charles Roub TELEPHONE 352-455-160
c. FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

a. CONTACT PERSON _____ TELEPHONE _____
b. FAX # _____

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

4. Band, Alcohol Sells, vendors, movies

5. DATE & HOURS OF DESIRED USE: 1/18, 2/15, 3/15, 4/15, 5/17, 6/11, 7/9, 8/16, 9/20, 10/18, 11/15, 12/20 6-10pm

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
St. Johns Ave 200 to 400 blocks

7. ROAD CLOSURES: St. Johns Ave (2nd to 4th) 3rd St. (Rend to Oak)

8. REQUEST FOR NOISE VARIANCE(Dates and Times): 6-10pm - same dates as above

9. REQUEST FOR ALCOHOL VARIANCE(Dates, Times, Location): 6-10pm - same dates as above - 200 to 400 blocks of St. Johns

10. ESTIMATE OF ANTICIPATED ATTENDANCE 50-150

11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT None

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: _____ \$150.00- up to 10,000 in attendance per day
 _____ \$225.00- 10,000 - 40,000 in attendance per day
 _____ \$300.00- 40,000 - 80,000 in attendance per day
- b. CLASS B: _____ \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: _____ \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

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

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

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request. Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

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

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

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

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

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

12/21/12
DATE

[Signature]
SIGNATURE OF APPLICANT

APPROVED:

[Signature] 12/29/2012
SPECIAL EVENTS COORDINATOR DATE

RETURN TO:
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SPECIAL EVENTS COORDINATOR
01 N. 2nd Street
Palatka, FL 32177

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DONALD E. HOLMES
CITY ATTORNEY

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

Special Events Vendor Requirements

1. A 12ft clearance must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.
2. Temporary vendor tents and/or canopies of 200sf or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guy ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap.
3. Temporary electrical cords and boxes will NOT cross any street and where crossing sidewalks, will be protected and pose no trip hazards. NFPA70
4. A 44" accessible clear path maintained on all City sidewalks. FBC Ch 11
5. Generators will be located to the rear of the vendor space, have a fire extinguisher and be sound deadened.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed fire extinguisher company. (Tag showing inspection within 1 year of event date.)
2. Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.
5. The Department of Business and Professional Regulation **WILL INSPECT** all vendors prior to opening for business.

Event staff will coordinate the overall inspection time. DPBR contact numbers (850)-487-1395, 904-727-5540 or 5541, 800-226-5561.

Exceptions;

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemption Certificate, issued in the name of the vendor on site.
- b. Vendor selling food items not prepared on sit, i.e. pre-packaged.

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1. Temporary camping with motor homes, 5th wheels and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any grey or black water be dumped, except into a proper disposal facility to be provided by the Event Organizer. (The City of Palatka does not have a disposal facility)
3. Parking of RV Campers will insure that no driveway, street or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by Event Staff.
6. A placard issued by the event staff will identify vendor RV's.



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

- Site Sketch Provided
- Tentative Schedule of Events

- Event Classification:**
- Class A
 - Class B
 - Class C

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

Name of Special Event/Production: Third Friday Street Party

Type of Event: Monthly Street Party

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. - attach separate listing if necessary)
Stage w/ band, vendors, alcohol sales, music display

Location of Event: St. Johns Ave 200-400 blocks

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
Event Day 1	<u>Dates attached</u>	<u>Friday</u>	<u>6:00 AM/PM</u>	<u>10:00 AM/PM</u>
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) _____ at (time) 4:00 pm

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

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

APPLICANT INFORMATION:

Name: Charly Rind
Telephone: 386 328-0100 X333 Fax: _____
Address: PO Box 1054, Palatka, FL 32177 Cellular: 352-455-1176

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other contacts/Keyholders:

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Estimated Peak Number of Participants (each day of event):
Day 2 _____ Day 3 _____ Day 4 _____ Day 1 150
Day 5 _____

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

Number and proposed location of fire protection services: hydrants

Inspection(s) – Date and time requested: N/A

Emergency medical services: Ambulance Location(s) (note on site map): N/A

Number of EMS Personnel required: N/A

Number and proposed location of portable toilets: (note location on site map)
See map

- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required: N/A
- Location of parking/transportation services, if any: N/A
- Type Transport Vehicles (Van, buses, etc.): N/A
- Location of security and emergency vehicle parking on site: N/A
- Public street barricades/street closures/detours: (note locations on site map) see map
- Temporary Parking, directional Signage needed: see map
- Main emergency vehicle access to site (location – also note on site map): see map
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) see map
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): see map
- Number and location of static/mobile displays (note on site map): see map
- Location of event staff management (headquarters): N/A
- Staff Uniform Identification: N/A
- Main sound system location: see map
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): see map

Number and location of temporary signs/banners: See map

Number and location of promotional visual effects: N/A

Watercraft: N/A

Aircraft: N/A

Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): map

Date(s) and times of setup/breakdown: Set up 4-6 pm Break down 10pm-midnight

Name(s) and Type of Musical Bands to Perform (dates & times of performances): See monthly

Noise Abatement Requirements: N/A

Adjoining Properties Impacted (Notification needed?): N/A

Location, Dates and Times for Alcohol Ordinance Open Container Waiver: Duty attached 6-10 pm

Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): Temp license monthly

Handicapped Accessibility: N/A

Items Outstanding:

Outstanding Fees: \$ _____

Site Plan Sketch

501(c)(3) Certificate of Exemption,

- Nonprofit Articles of Incorporation AND Charter AND Mission Statement
- Financial Statement (last audit period)
- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- Fire resistive rating certificates (tents, fabric, etc.)
- Schedule Fire, Building/Electrical Inspections
- Schedule Pre/Post Sanitation Inspections
- Example of Special Event vendor permits provided
- Special Event Certificate of Insurance – City as “Additional Insured” (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List Certificates required: _____

- Required permits (federal, state, local): _____
- Alcohol License (copy)
- Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- Musical Band Names/Times

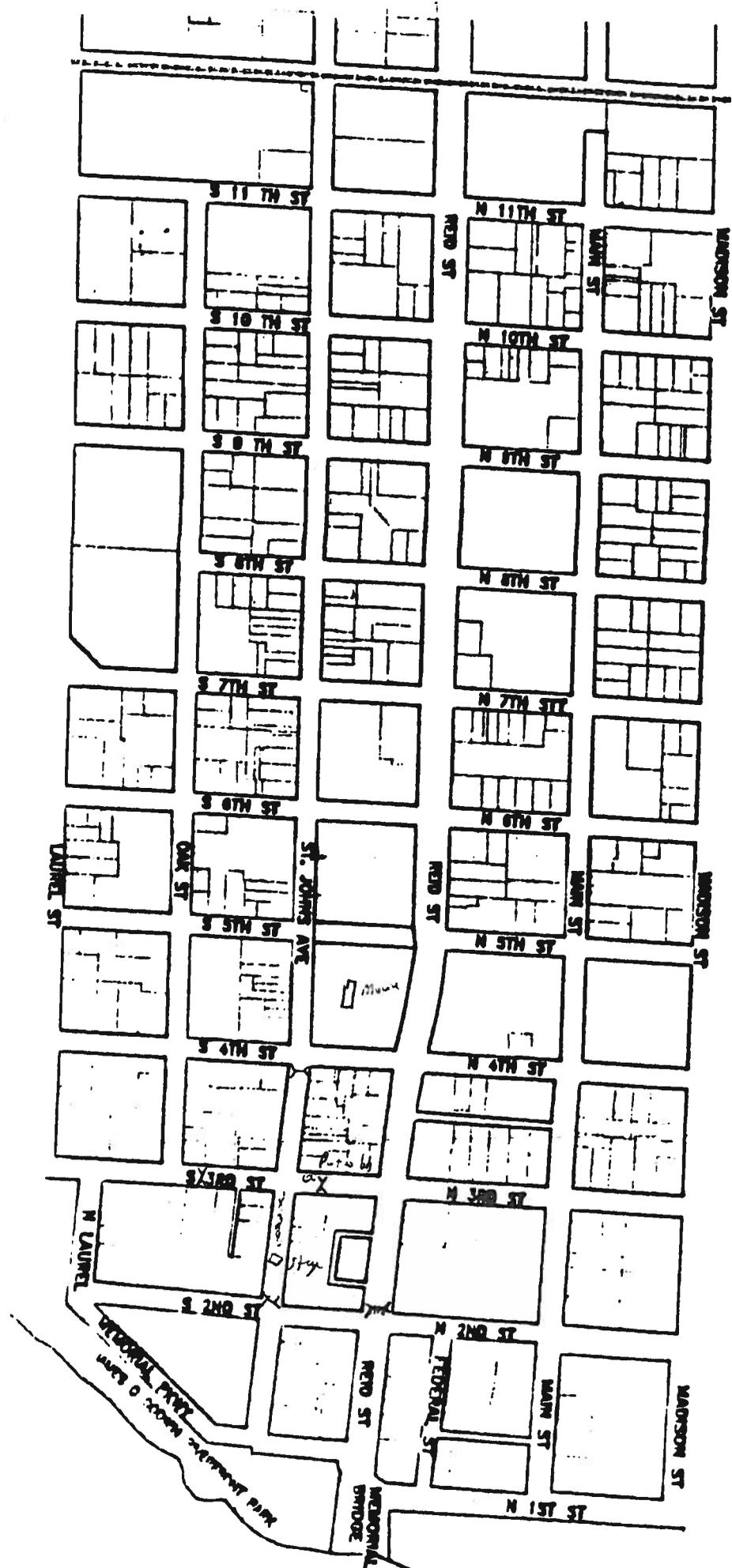
PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone#
_____	_____	_____	_____

Downtown Palatka



Movie
Screen

4th Street

Vendors

Stage location
in summer

Bot. Lab

3rd Street

Stage
in
winter

Vendors

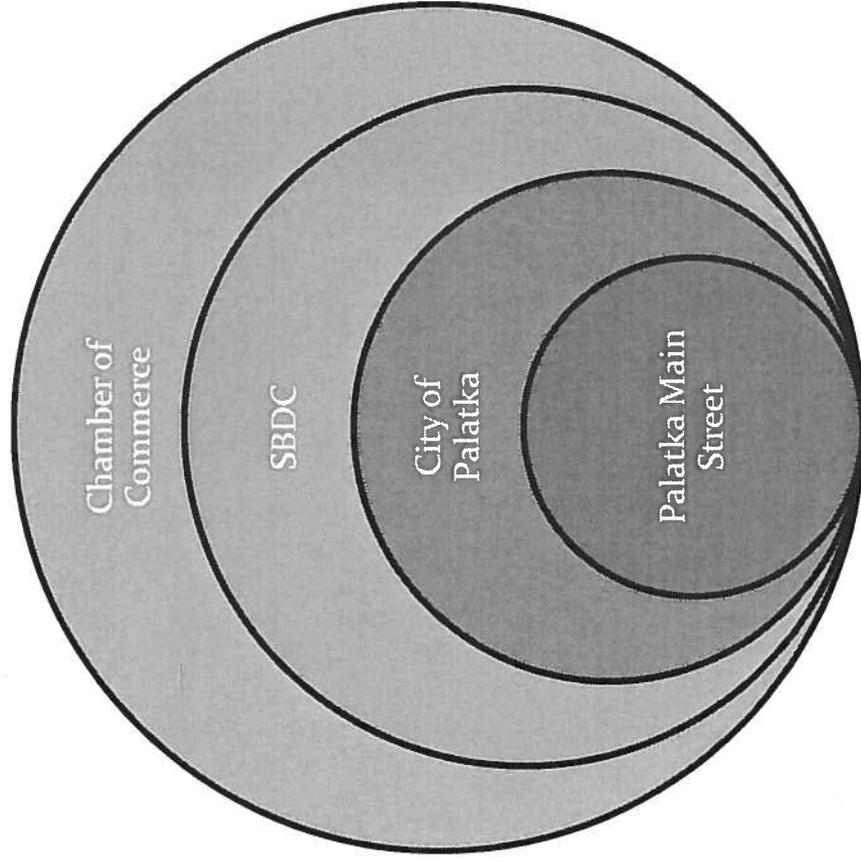
2nd Street

Agenda Item

4

The logo for Palatka, featuring the word "Palatka" in a white, cursive script font, set against a dark, oval background with a subtle gradient and a white swoosh element.

Business Recruitment and Retention in Palatka



Concentric Circles

Chamber of Commerce

Primary Jobs, Industry, County-wide focus

SBDC

Small Business Assistance, County-wide Focus

City of Palatka

Business Incentives, City-wide focus

Palatka Main Street

Small Business Support, Downtown Focus



Chamber of Commerce is an Economic Development Organization

Focus

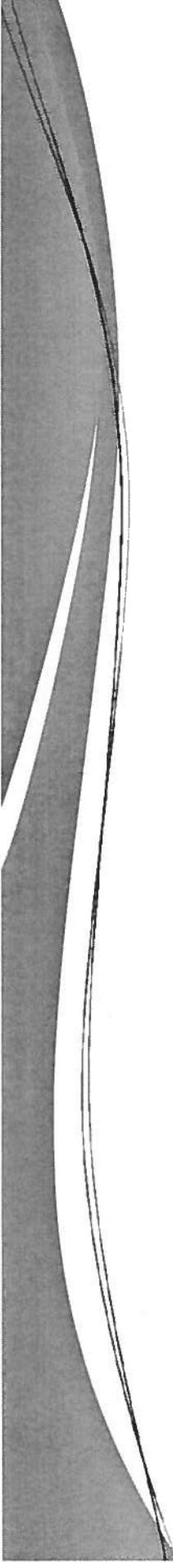
Direct Focus

- Business Retention
- Business Expansion
- Business Attraction
- Tourism

Indirect/Partner Focus

- Small Business Development – SBDC at UNF, Florida Virtual Entrepreneur Center, Grow FL, Main Street, SCORE

Focus is driven to: 1) Create meaningful job opportunities for the residents of Putnam County; 2) Grow the tax base so local government may provide necessary services without increasing the millage rate; 3) Create customers for non-primary employers (service-based firms, retail, etc.)



How Do EDO's Assist Business?

- Respond to prospects looking to locate to this area
- Provide demographic and development data
- Assist with the site selection process
- Provide permit assistance
- Issue industrial revenue bonds
- Provide information on Florida's tax credits,/incentive programs and other opportunities
- Facilitate industry incentives with local governments
- Build, develop, and manage industrial/commercial properties
- Market community to interested parties



Economic Development Services

Gov't Affairs (lobbying for changes to state incentive programs, special projects, and local ordinances)

Local Ombudsman (interface to assist firms with permits, licenses, fees, etc)

Interface with groups (both directly and indirectly) such as:

Enterprise Florida, Inc.,

Visit Florida,

Florida Department of Economic Opportunity,

JAXUSA,

North Florida Economic Development Partnership,

Worksource, Florida, Inc.,

Florida High Tech Corridor Council,

SCORE,

Florida Manufacturing Extension Partnership,

Florida Power and Light,

North Florida Broadband Authority,

Florida Economic Development Council,

Florida Institute of Government,

Florida Chamber of Commerce,

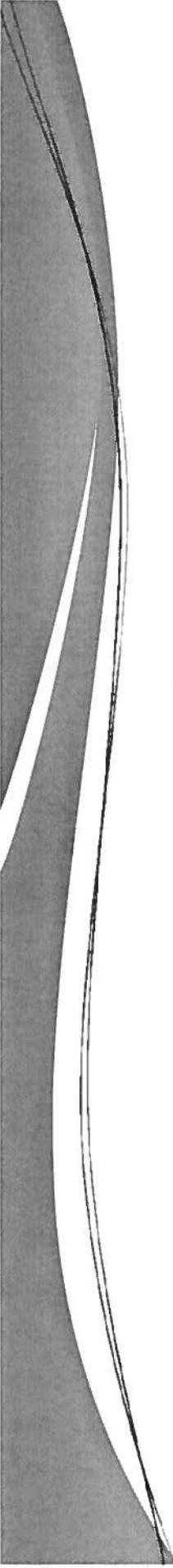
Florida Small Business Development Center,

Florida Virtual Entrepreneur Center,

First Coast Manufacturers Association,

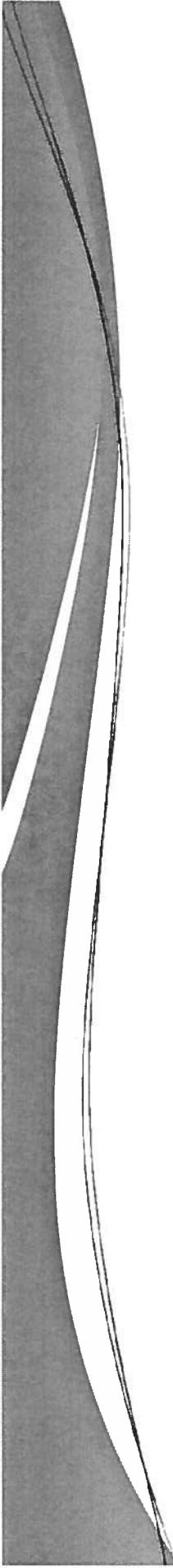
Florida Small Counties Coalition

- 
- Market available sites/buildings within community to individual companies and site location consultants
 - Attend trade shows/marketing events for targeted industries and site location consultants
 - Supply requested community and site information to interested clients
 - Work with existing primary employers to identify and address collective common competitive issues
 - Enterprise Zone Development Agency
 - Oversee Enterprise Zone Overlay
 - Putnam County Development Authority
 - Industrial Revenue Bonds
 - Grant Pass Through
 - Tourism Development Council
 - Tourism Development Grants
 - Chamber of Commerce
 - Community Leadership Development
 - Community Vision Facilitation
 - Legislative Lobbying
 - Address Existing Business Issues (Retention)
 - Marketing Available Assets to interested parties
 - Lobbying for improved business competitiveness (creation of product, etc)



SBDC General Business Assistance Activities

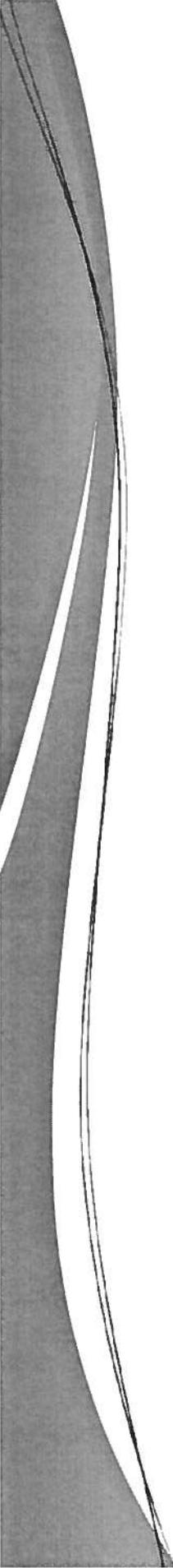
- Services include group training, individual counsel and access to private databases and other information resources.
- Assistance is available in business start-up, marketing, accounting/record keeping, cash flow planning, financial analysis, finding capital, general management, business planning and more.



The SBDC in Putnam County

2000-2010

- With minimal local match, limited ability to provide in-county or extensive on-site services.
- Served 220 Clients
- 12 Businesses Started
- 50 Jobs Created; 16 Jobs Retained
- \$528,500 in Capital Formation
- \$90,000 in Sales Increases



The SBDC in Putnam County 2012

- Served 106 Clients
- 2 Businesses Started
- 5 Jobs Created
- \$315,000 in Capital Formation
- 2 Businesses entered into the Growth Acceleration Program



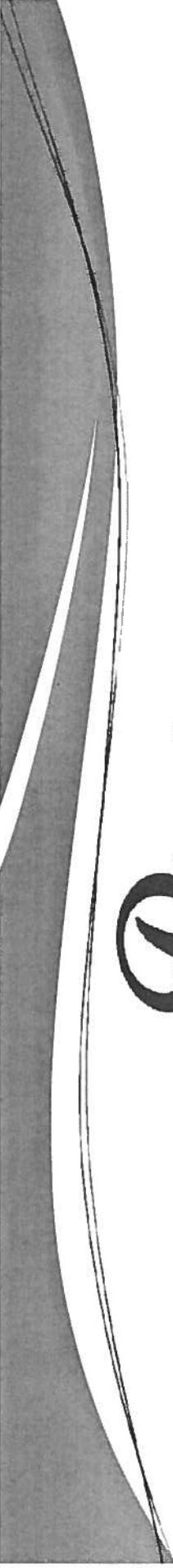
SBDC 10 year comparison

Without local Match/past 10 years

- Served 220 Clients
- 12 Businesses Started
- 50 Jobs Created; 16 Jobs Retained
- \$528,500 in Capital Formation
- \$90,000 in Sales
- Increases

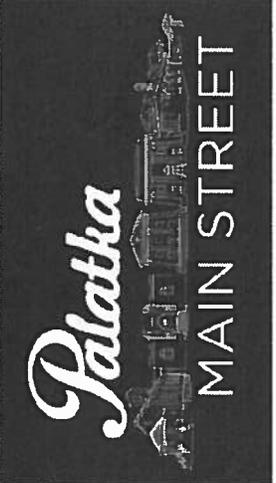
With Local Match/Projections based on current activity

- Serve 1817 Clients
- 34 Business Starts
- 85 Jobs Created; 275 jobs retained
- \$5,400,000 in Capital Formation
- \$740,000 in sales
- increases



CITY of *Palatka*
FLORIDA

- The Central Business District is an Enterprise Zone
- The Central Business District is within a HUB Zone
- The Central Business District is a designated Community Redevelopment Area and funds are “captured” to redevelop the district.
- When funded, CRA grants are available for business recruitment, building improvements and façade enhancements
- The City and the Community Redevelopment Agency support the Main Street Approach to Revitalization and the Palatka Main Street Organization
- The City supports/partners with the Chamber of Commerce
- The City and CRA support the SBDC
- The City will partner and write grant applications for a lead organization in seeking Federal and State Economic Development (USDA and DEO) grants for public infrastructure improvements and other financial assistance for business expansion in the City



Palatka

MAIN STREET

REVITALIZATION-IT'S OUR NATURE.



Organization

Small businesses are not alone, “on their own.”

- Grass-roots Organization
- Community advocating and working for downtown
- Board of Directors
- Community Leaders dedicated to downtown’s success
- Stakeholders coming together for success
- Full-time, Professional Management
- Focus is only on downtown
- Networked to thousands of downtown professionals across the country

The community supporting downtown and our small businesses.



Palatka

MAIN STREET

REVITALIZATION-IT'S OUR NATURE.



Economic Restructuring

Positioning the downtown in the marketplace.

- Manager meets with and tours prospects through downtown to assist in finding a space and informing them of events and future plans
- Manager visits prospective tenants, when identified
- Grant Programs (when funding is available) to get space tenant ready
- Maintains a Vacancy Inventory to refer prospects
- Creating On-Line Listings of available properties
- Putting together Business Recruitment Packet
- Assist with Ribbon Cuttings
- Market Analysis

Working to retain and recruit businesses



Palatka

MAIN STREET

REVITALIZATION-IT'S OUR NATURE.



PROMO!

COMMITTEE

Promotion

Image creation through marketing and special events.

- Annual festivals
- Monthly events
- Retail events
- Branding
- Marketing
- Event calendars
- Table tents
- Event posters
- Brochures
- Web sites
- Facebook
- Advertising
- Flyers
- Banners

All created and targeted for downtown's success!



Palatka

MAIN STREET

REVITALIZATION-IT'S OUR NATURE.



DESIGN

COMMITTEE

Design

Improving the physical and regulatory environment of downtown.

- Grant programs (when funding is available) to improve facade
- Planting trees/landscaping
- Clean up days/projects
- Downtown Banners
- Public Art
- CLG Certification
- Historic Overlay
- Historic and Information Kiosks
- Streetscape improvements
- Way-finding System
- Design standards

Constantly reviewing and improving how the downtown (the environment in which our business are located) looks and feels.

Interested in doing business in Palatka?

Small Business
Development Center

Putnam County
Chamber of Commerce



Portal site



*Agenda
Item*

5



CITY COMMISSION AGENDA ITEM

SUBJECT: Proposed Resolution of the City of Palatka, Florida, authorizing the execution of an Agreement with Georgia Pacific Consumer Operations, LLC (GP) for the construction and operation of a Wetlands Center (St. Johns River Center)

DEPARTMENT: City Manager's Office

ATTACHMENTS: [] Ordinance [] Resolution [] Motion
[X] Support Documents [X] Other

SUMMARY:

On July 12, 2012 the Palatka City Commission adopted a non-binding Memorandum of Understanding with GP to construct and operate an environmental education center near the riverfront. The parties since that time have been meeting to develop an agreement which more clearly and succinctly defines the responsibilities of the parties in constructing and operating an environmental center. The parties have tentatively reached an agreement which is attached for your consideration. The City Attorney has reviewed and approved the agreement for its form.

RECOMMENDED ACTION:

Adopt Resolution 2013-9-65 which authorizes adoption and execution of the Memorandum of Agreement between GP and the City for construction and operation of the wetlands center (St. Johns River Center).

DEPARTMENT HEAD Submitted: Michael J. Czymbor Date: 12-27-12
Requested Agenda: Regular Date: 01-10-13

FINANCE DEPARTMENT Budgeted [] Yes [] No [X] N/A Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/3/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

H:\City Commission\Agenda Requests\Agenda Request ARCH ENG LeHuu Partners Master Consulting Contract 12-27-12.doc

RESOLUTION NO. 2013-9-_____

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST AN ADDENDUM TO THE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DATED JULY 25, 2011 FOR WORK ASSOCIATED WITH THE RIVERFRONT/DOWNTOWN REDEVELOPMENT PROJECT WITHIN FDOT RIGHT-OF-WAY

WHEREAS, the City of Palatka and the Florida Department of Transportation entered into a Memorandum of Agreement on July 25, 2011; and

WHEREAS, the Florida Department of Transportation wishes to amend this agreement to expand the term improvement to include landscaping; and

WHEREAS, it is in the best interest of the City of Palatka to execute the addendum and maintain the landscaped area as agreed.

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

1. That Michael J. Czymbor and Betsy J. Driggers, City Manager and City Clerk respectively for the City of Palatka, Florida, are hereby authorized to execute and attest the Addendum to the Memorandum of Agreement with the Florida Department of Transportation dated July 25, 2011, for work associated with the riverfront/downtown redevelopment project within Florida Department of Transportation right-of-way; and
2. That the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.
3. That a copy of this Resolution be forwarded to FDOT along with the executed agreement.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of January, 2013.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT FOR CONSTRUCTION AND OPERATION OF WETLANDS CENTER

This **MEMORANDUM OF AGREEMENT** for Construction and Operation of Wetlands Center, dated as of January 10, 2013 is by and between Georgia-Pacific Consumer Operations LLC ("GP") and the City of Palatka, Florida (the "City"), each referred to herein as a "Party" and together as "Parties."

WHEREAS, as a condition of Environmental Resource Permit Number 54-17946-005-EI issued by the Florida Department of Environmental Protection ("FDEP") and Permit No. SAJ-1994-3432 (IP-TLH) issued by the Department of the Army (collectively and as modified or amended, the "Permits") GP agreed to undertake certain wetlands mitigation activities, including construction of a wetlands classroom; and

WHEREAS, in satisfaction of GP's wetlands mitigation requirement, the City and GP have agreed to work together in accordance with the terms and conditions set forth herein for the design, construction, operation and maintenance of a Wetlands Education Center, as more fully described on Exhibit A hereto (the "Center"); and

WHEREAS, the City and GP will work together to define the visual, written and verbal content to be presented in the Center (the "Curriculum"), with the full understanding that such Curriculum must at all times satisfy the requirements of FDEP.

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

1. **Location of the Center.** The Center will be constructed as a free standing building on property owned by the City. Such property is located at the corner of Memorial Drive and St. Johns Avenue (the "Site"). The City shall be responsible for obtaining all permits required for the proper construction and operation of the Center. The Site and the Center shall be referred to hereinafter as the "Premises." The City represents that the use of the Premises contemplated herein is consistent with the City's current zoning for the Site and with the land use defined in the City's comprehensive plan.
2. **Design of the Premises.** The City solicited qualification proposals from a minimum of three (3) architectural and/or engineering firms that are fully qualified to and have the requisite experience to design the Premises. The City, with input from GP, evaluated all bids for completeness and selected the firm that ranked highest in the evaluation. The City will negotiate a fixed price contract with the selected firm (the "Design Contract"). GP shall have the option, at its sole discretion, to participate in such negotiations.
3. **Construction of the Center.** The City will solicit bids from a minimum of three (3) construction contractors that are fully qualified to and have the requisite experience to construct the Premises. The City, with input from GP, will evaluate all bids for completeness and will select the most responsive qualified bidder. The City will thereafter negotiate a fixed price contract with the selected contractor (the "Construction Contract"). GP shall have the option, at its sole discretion, to participate in such negotiations.
4. **Development of the Curriculum.** GP will work directly with FDEP to develop and get FDEP acceptance of the guiding principles (the "Principles") that will be used as the basis for developing the Curriculum for the Center. The City shall be afforded the opportunity to comment on these Principles before they are considered final. Thereafter, GP will work, with input from the City, to develop the

specific scope of work associated with the development of the Curriculum in accordance with those Principles. The City solicited qualifying proposals from a minimum of three (3) companies that are fully qualified to and have the requisite experience to develop the Curriculum for the Center. The City evaluated all bids for completeness and recommended the most qualified respondent. GP shall have the option, in its sole discretion, of retaining the City's selected provider or contracting with another provider for the development and installation of the Curriculum. Should GP elect to retain a different provider than that recommended by the City, GP will negotiate a contract with the firm it selects for Curriculum development and installation (the "Curriculum Contract"). .

5. Funding of the Premises, the Center and the Curriculum.

(a) Those costs associated with providing a clean site will be borne exclusively by the City.

(b) GP agrees that it will reimburse the City for all design, permitting, project management, construction administration and construction costs for the Center (together the "GP Contribution") with the total of such reimbursement not to exceed Eight Hundred Thousand and 00/100 Dollars (\$800,000.00). GP and the City agree that the City will not be required to expend more than the amount which GP has agreed to reimburse in the design and construction of the Center and that, to the extent the estimated cost of the Center at any time exceeds the GP Contribution, the City and GP will work together to modify the scope of work as needed so that the Center can be completed for not more than the GP Contribution.

(c) GP agrees that it will reimburse the City for the cost of designing the Center and constructing the Center, up to the amount of the GP Contribution, upon the submission of certified payment applications (a "Payment Application"). Each Payment Application submitted to GP must be based on the accomplishment of a defined and measurable milestone that is clearly defined in the design contract, the construction contract or the curriculum development contract negotiated by the City. Each Payment Application must include a signature from the City and GP, certifying that such milestone has been properly achieved and, when applicable, that the City has obtained a partial release of liens for the work associated with such Payment Application. The City agrees that it will pay each third party contractor for each Payment Application within ten (10) business days of the City's receipt of a proper and complete request. GP agrees that it will pay the City for each Payment Application within twenty (20) calendar days of GP's receipt of a proper and complete request.

6. Use of the Premises.

(a) The City agrees that it will not use the Premises for any illegal purpose or for any activity that may be extra hazardous on account of fire, environmental concerns or otherwise, nor will the City use or permit or cause to be used, stored, placed, held or disposed of on, under or at the Premises or any portion thereof, any hazardous material. The City covenants and agrees to operate the Premises as a Center, to operate the Center in accordance with all laws, to maintain the Premises in good and safe condition and in a manner that would not substantially detract from the appearance of the Premises, to not use or permit the use of the Premises in any manner that would tend to create waste or a nuisance, and to not vacate or abandon the Premises during the Term (as later defined herein). The City further agrees that it will not make use of the Premises during the term of this Agreement for any purpose that is inconsistent with or contrary to the Principles used in developing the Curriculum.

(b) The City will comply with all laws and ordinances and with the rules and regulations of any codes or federal, state or local authority applicable to the use of the Premises hereunder, including but not limited to the Resource, Conservation and Recovery Act, the Comprehensive Environmental

Response and Liability Act the Clean Water Act and the Endangered Species Act. No waste regardless of quantity that would be considered a hazardous substance under the Comprehensive Environmental Response Compensation Act of 1980, as amended, will be stored or disposed of by the City on the Premises during the Term.

7. Operation and Maintenance of the Premises. The City will operate and maintain the Premises at the City's sole cost and expense. GP will have no responsibility for the operation or maintenance of the Premises. However, during the Term GP will, with input from the City, maintain the Curriculum for the Center at GP's cost, which includes periodic updates as GP determines are necessary during the Term.

8. Staffing and Hours of Operation. The City agrees that it will staff the Center with a curator who understands the Curriculum and can appropriately communicate with those individuals that visit the Center in a manner that is at all times consistent with the Curriculum. The City agrees to work with GP to define the qualifications/experience that the curator must have and to include GP, at its option, in the selection/interview process for the curator. However, since the curator will be a City employee, the City reserves the right to make the ultimate decision regarding the hiring of the curator. The curator may guide all tours, school classes, or other visitors through the Center. The City agrees that the Center will be open and be staffed on a schedule that is, at a minimum, satisfactory to all parties (the City, FDEP and GP).

9. Use of GP Trademarks. The City will propose the official name of the Center, which GP has the right to approve, such approval not to be unreasonably withheld. However, GP's contribution/role in the development of the Center will be publicly acknowledged in a way that is not unacceptable to GP in its sole discretion.

10. Insurance Requirements. At the City's expense, during the Term, the City will obtain and maintain comprehensive public liability insurance that is occurrence based and in the amount of not less than \$1,000,000 for personal injury, and \$1,000,000 per occurrence for property damage. The City will submit to GP a certificate from its insurance carrier showing these coverages to be in force and effect before utilizing the Premises.

11. Notices. All notices and other communications required or permitted will be in writing and delivered at the addresses set forth below. All notices, reports, and receipts will be in writing and will be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by postage paid, return receipt requested first-class mail; or (iii) three (3) business days after the date of deposit in the United States mails, by postage paid, return receipt requested first-class mail at the address set forth above. Either party may change its mailing address by written notice to the other party in accordance with this Section.

If to GP:
Terry Hadaway
215 County Road 215
Palatka FL 32177

If to the City:
City Manager
201 North Second Street
Palatka, FL 32177

With a copy to:
Scott Tingle
215 County Road 215
Palatka FL 32177

With a copy to:
City Attorney
201 North Second Street
Palatka, FL 32177

12. Relationship of Parties. This Agreement will in no way constitute or give rise to a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties. All operations by each party under the terms of this Agreement will be carried on by it as independent contractor and not as an agent for the other. Except as specifically provided herein, neither party will have the power or authority to act on behalf of the other or in the other's name or to bind the other, directly or indirectly, in any manner whatsoever.

13. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. No Waiver. The failure or delay of either party to insist upon the other party's strict performance of the provisions in this Agreement or to exercise in any respect any right, power, privilege, or remedy provided for under this Agreement will not operate as a waiver or relinquishment thereof, nor will any single or partial exercise of any right, power, privilege, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, privilege, or remedy; provided, however, that the obligations and duties of either party with respect to the performance of any term or condition in this Agreement will continue in full force and effect. No express waiver will be valid unless in a prior writing and signed by the party to be bound thereby.

15. Confidentiality and Publicity.

(a) The parties acknowledge and understand that the City is subject to the requirements and mandates contained with Ch. 119 Fl. Stat. concerning "disclosure of public records." However, the City will only disclose records related to this Agreement or the Center in response to a properly filed public documents request (F.S. Chapter 119 Public Records).

(b) The timing and content of all public announcements and press releases relating to this Agreement and the transactions contemplated herein will be subject to written approval by both parties, except as required by applicable laws and regulations.

16. Schedule/Termination.

(a) The City agrees that it will make its best effort to meet those milestone dates set forth in Exhibit B, attached hereto and incorporated herein by reference, but in any event to have the Center open to the public for the first time by not later than October 1, 2014.

(b) This Agreement will terminate ten (10) years after the public opening of the Center unless otherwise terminated earlier pursuant to the terms set forth below (the "Term").

17. In the Event of Default. Either party may immediately terminate this Agreement if a Default, as defined below, by the other party has occurred and is continuing, by giving written notice thereof to the defaulting party. Except as otherwise specifically provided herein, and subject to the provisions of this Section, termination of this Agreement will not relieve the parties of any obligation accruing with respect to this Agreement prior to such termination. The term "Default" will mean any of the following:

(a) failure by a party to comply with or to perform any provision or condition of this Agreement and failure to cure such provision or condition for sixty (60) days after written notice thereof to such party; or

(b) a party becomes insolvent, is unable to pay its debts as they mature or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated.

In the event of such termination, the non-defaulting party will be entitled to pursue any remedy provided in law or equity, including injunctive relief and the right to recover any damages it may have suffered by reason of such Default.

In the event the City defaults on any of its obligations hereunder, GP shall retain full ownership of the Curriculum and shall have the right to remove the Curriculum from the Center at GP's cost

18. Indemnity.

(a) The City will indemnify, defend and hold GP harmless against any and all claims, actions, damages, lawsuits, judgments, liability and expense in connection with (i) loss of life, personal injury and/or damage to property arising from or out of use of the Premises or from or out of any occurrence, in, upon or at the Premises or any part thereof, except if caused by the negligent act or omission of GP, or any of GP's officers, employees, agents or representatives acting on behalf of GP; or (ii) any breach of this Agreement by the City. As to any claim made by GP hereunder, the City expressly waives insulation from liability or immunity from suit provided that the City DOES NOT waive its immunity as bestowed by the doctrine of "sovereign immunity" as defined by the Constitution of the State of Florida and United States of America for actions founded in tort or based upon negligence except to the extent described in Ch. 768.28 Fl. Stat.

(b) GP will indemnify, defend and hold the City harmless against any and all claims, actions, damages, lawsuits, judgments, liability and expense in connection with any breach of this Agreement by GP.

(c) When seeking indemnification pursuant to this Section the indemnified party will (a) give prompt written notice upon learning of a situation giving rise to such claim for indemnity, provided, however, that failure to give prompt notice will not relieve the indemnitor of its obligations hereunder except to the extent harmed by any delay in receiving such notice; (b) give the indemnitor sole and exclusive control of the defense of such claim with counsel of the indemnitor's choice and any related settlement negotiations, and (c) fully cooperate with the indemnitor in the defense or settlement of such claim at the indemnitor's sole expense; provided, however, that the indemnitor will not resolve any such claim without notice to the indemnified party, and will not enter into any claim resolution or settlement that affects the indemnified party's rights or interest without the indemnified party's prior written approval. The indemnified party may employ counsel, at its own expense (provided that if such counsel is necessary because of a conflict of interest of either the indemnitor or its counsel or because the indemnitor does not assume control, the indemnitor will bear such expense), to assist it with respect to any such claim.

(d) For purposes of this Section 18, GP is defined to include GP and its subsidiaries and their respective officers, directors, agents and employees.

19. **Survival.** The provisions of Sections 11 (Notices), 13 (Severability), 14 (No Waiver), 15 (Confidentiality and Publicity), 18 (Indemnity), 19 (Survival), 20 (Governing Law), 21 (Dispute Resolution), 23, (Attorneys' Fees), 24 (Compliance with Law) and 25 (Assignment) hereof will survive the expiration and/or any termination of this Agreement.

20. **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws, but not the laws of conflicts, of the State of Florida.

21. **Dispute Resolution.** The parties will seek to resolve any controversy, claim or dispute (a "Dispute") arising out of or relating to this Agreement first by amicable resolution. In the event if a Dispute, one party will give the other party written notice. GP will then make an officer of GP (the "Officer"), and the City of Palatka will make the City Manager (the Officer and the City Manager referred to herein as the "Officers") available within thirty (30) days of receipt of notice for a teleconference or meeting (at the election of the Officers) with the other party's Officer in an attempt to resolve any Dispute. Prior to the teleconference, each party will brief its Officer of the terms of the Dispute, such party's view and such party's opinion of the other party's view so that any discussion between such executives will be meaningful. In the event such teleconference or meeting does not resolve the Dispute, then the parties must attempt to mediate their Dispute using a professional mediator from the American Arbitration Association ("AAA"), the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of forty-five (45) days after the request for mediation, the parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the Dispute. In no event will mediation interfere with the availability of emergency relief. If the parties cannot resolve the Dispute in mediation, either party may bring suit in any court located within Putnam County, State of Florida

22. **Injunctive Relief.** The parties agree that a breach of this Agreement could cause irreparable harm to such party for which a remedy at law would be inadequate, and that such party will be entitled to seek immediate injunctive relief in addition to any remedies it may have hereunder or at law.

23. **Attorneys' Fees.** In the event of any action to enforce the terms of this Agreement, the prevailing party in such action will be entitled to such party's reasonable costs and expenses of enforcement including, without limitation, reasonable attorneys' fees (including in-house).

24. **Compliance with Law.** Each party warrants and represents to the other that it will comply with all applicable laws, regulations and ordinances pertaining to its conduct hereunder.

25. **Assignment.** This Agreement may not be assigned by any party or in any way transferred, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld, conditioned or delayed. The rights and obligations of the parties hereunder will inure to the benefit of and bind the successors, permitted assigns, and legal representatives of the respective party. Any act in breach of this Section 25 will be null and void.

26. **Force Majeure.** If either party is prevented from complying, either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, strike, lockout or other labor trouble, riot, war, rebellion, terrorism, accident or other acts of God, then upon written notice to the other party, the affected provisions and/or requirements of this Agreement will be suspended during the period of such disability. If the disability continues for more than ten (10) days after the cessation of the reason for such disability, the non-disabled party will have the right to terminate this Agreement, and neither party will thereafter have any further rights or obligations hereunder, except as set forth in Section 19.

27. Authority to Contract. Each party acknowledges, warrants, and represents that it has all necessary rights, authority and corporate power to enter into, execute and perform this Agreement in accordance with its terms without violating the rights of any other person, and that it has no knowledge of the existence of any other contract or agreement which would prevent it from carrying out its respective responsibilities under this Agreement.

28. Integration. This document and any documents incorporated by reference herein constitute the entire agreement and understanding between the parties regarding the subject matter hereof, and supersede and merge all prior discussions and agreements between them relating thereto. No modification or amendment to this Agreement will be valid unless in writing, signed by the parties hereto. No usage of trade or course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend, or discharge any part of this Agreement or any rights or obligations of any party hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate upon the date indicated above.

(SEAL)

ATTEST:

CITY CLERK

WITNESS:

Print Name:

Print Name:

THE CITY OF PALATKA, FLORIDA

By: _____

Title: Michael J. Czymbor, City Manager

Date: _____

GEORGIA-PACIFIC CONSUMER OPERATIONS, LLC

By: _____

Title: _____

Date: _____

EXHIBIT A
Wetlands Education Outdoor Center

The St. Johns River Wetlands Center (working title) is a joint effort between the City of Palatka, Fla., and Georgia-Pacific's Palatka Pulp and Paper Operations. The center will focus on the wetlands areas associated with the St. Johns River system. It will serve as an educational resource regarding the ecological significance of wetlands, the conservation and sustainability of these areas and the need for a balanced approach to usage among all communities.

Subject to input and approval by the Florida Department of Environmental Protection, the purpose of the center is to:

- celebrate the unique and varied ecosystems of the St. Johns River and its related wetlands areas;
- educate the general public, especially students, about the physical characteristics and ecology of the St. Johns River wetlands areas;
- interpret the natural contribution of these wetlands areas to ecological diversity in terms of the St. Johns River system's flora, fauna, lakes, rivers and streams;
- relate the connection between the river system and its wetlands to the development of the unique history, culture, recreation, commerce and industry of our people.

Curricula for the center, to be contracted by Georgia-Pacific, will be based on current, peer reviewed science, presented from a point of view which balances environmental protection with private property rights and the needs for economic development. Located on the corner of Memorial Drive and St. Johns Avenue in Palatka, the center will serve as a prominent location for promoting study of area wetlands by visitors, tourists, academics and others interested in our natural environment.

EXHIBIT B
Milestone Schedule

Task/Milestone		Estimated Completion Date
1. Planning & Design		
1.a.	Advertise RFQ for architectural, engineering and environmental consulting services	Complete
1.b.	Develop final agreement between GP & City	In progress
1.c.	RFQ response deadline	Complete
1.d.	Selection of consultants	Complete
1.e.	Negotiation of contracts with consultants	In progress
1.f.	Execution of GP/City agreement	January 2013
1.g.	City commission award of contracts	January 2013
1.h.	Define content guiding principles for curriculum	January 2013
1.i.	FDEP approval of content guiding principles	February 2013
1.j.	Content advisory committee meetings	First quarter 2013
1.k.	100% completion of content and curriculum design	May 2013
1.l.	100% completion of building plans and specifications	May 2013
1.m.	Invitation(s) to bid (45 Days)	May 2013
1.n.	Design review/value engineering/determination of final procurement for curriculum content	June 2013
1.o.	Development of sustainability plan	June 2013
1.p.	Bid deadline and opening	July 2013
2. Construction & Implementation		
2.a.	City commission award of contract(s)	August 2013
2.b.	Breaking ground ceremony	August 2013
2.c.	Substantial completion of construction	June 2014 TBD
2.d.	Punch-list	June 2014 TBD
2.e.	Exhibit & furnishings installation	July 2014 TBD
2.f.	Facility completion	Third quarter 2014

Agenda
Item

6



CITY COMMISSION AGENDA ITEM

SUBJECT: Proposed Resolution No. 2013-9-666 authorizing execution of the LeHuu Partners, P.A. Agreement and Supplemental Work Order #1 for the design, construction documents, bid & construction administration of the proposed Wetlands Center (St. Johns River Center project)

DEPARTMENT: City Hall

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: On November 29, 2012 the Commission accepted the rankings of the respondents to the "RFQ ARCHITECTURAL, ENGINEERING, AND ENVIRONMENTAL CONSULTING SERVICES" and authorized the City Manager to negotiate a contract with LeHuu Partners. Over the past month the City Manager and staff have worked to structure a master consulting services contract with LeHuu Partners, P.A. This agreement is attached for review and approval. Since the RFQ detailed three separate projects with multiple phases, staff is recommending that the multiple projects and phases be considered separately as supplemental work orders/agreements to the base agreement. Additional work orders/supplemental agreements for each project and distinct phases will be brought before the commission for consideration as necessary. In addition, staff requests that the City Commission authorize the execution of Work Order #1 in an amount not to exceed \$83,819.01 for the design, construction documents, bid administration and construction administration of the proposed St. Johns River Center.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-666 authorizing execution of the LeHuu Partners, P.A. Agreement and Supplemental Work Order #1 for the design, construction documents, bid administration and construction administration of the proposed St. Johns River Center project.

DEPARTMENT HEAD Submitted: Jonathan Griffith [Signature] Date: 12-27-12
Requested Agenda: Consent [Signature] Date: 01-10-13
FINANCE DEPARTMENT Budgeted Yes No N/A [Signature] Date: 01/3/13
CITY ATTORNEY Approved as to Form and Correctness Date:
CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/3/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

H:\City Commission\Agenda Requests\Agenda Request ARCH ENG LeHuu Partners Master Consulting Contract 12-27-12.doc

RESOLUTION No. 2013 - 9 - _____

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF LEHUU PARTNERS, P.A.
MASTER CONSULTING AGREEMENT AND SUPPLEMENTAL
WORK ORDER #1 FOR THE DESIGN, CONSTRUCTION
DOCUMENTS, BID ADMINISTRATION AND CONSTRUCTION
ADMINISTRATION OF THE PROPOSED ST. JOHNS RIVER CENTER**

WHEREAS, on November 29, 2012 the Palatka City Commission (the City) adopted Resolution No. 9 - 54 accepting the ranking of respondents to a Request for Qualifications (the RFQ) for Architectural, Engineering and Environmental Consulting Services for three projects; and

WHEREAS, on January 10, 2013 the City also adopted Resolution No. 2013-9- _____ authorizing the execution of an Agreement with Georgia Pacific Consumer Operations, LLC, to fund the design and construction of the proposed St. Johns River Center (the Project); and

WHEREAS, LeHuu Partners, P.A., the City' top ranked respondent to the RFQ, has proposed a base Master Consulting Agreement and Supplemental Work Order #1 for the Project in an amount not to exceed \$83,819.01; and

WHEREAS, the City deems it reasonable and necessary to enter into an Agreement with LeHuu Partners master consulting services and said Project.

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 LeHuu Partners, P.A. Master Consulting Agreement and Supplemental Work Order #1 in an amount not to exceed \$83,819.01 for engineering design and bidding services for the for the design, construction documents, bid administration and construction administration of the proposed St. Johns River Center project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of January, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixth day of December
in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Palatka
201 North Second Street
Palatka, Florida 32177

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Le-Huu Partners, P.A.
4401 North Orange Blossom Trail
Orlando, Florida 32804

for the following Project:
(Name, location and detailed description)

The term of this agreement will be for a period of three (3) years, with the option to renew annual, upon mutual agreement from both parties, for a term of no longer than sixty (60) months in total. The general scope of services to be provided by the ARCHITECT under this Agreement may include - but is not limited to - those outlined in EXHIBIT A. Services will be provided on an as-needed basis as determined by the OWNER.

The specific services to be provided by the ARCHITECT and the compensation for such services will be as mutually agreed to in separate WORK ORDERS to this Agreement. Each WORK ORDER will become a supplement to and part of this Agreement. The WORK ORDERS may be mutually amended as changes in scope or required levels of work effort are identified.

Refer to Scope of Services for each individual WORK ORDER.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: Refer to Schedule of individual Work Order
- .2 Substantial Completion date: Refer to Schedule of individual Work Order

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	\$2,000,000
.2	Automobile Liability	\$2,000,000
.3	Workers' Compensation	\$1,000,000
.4	Professional Liability	\$1,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

Civil engineering services to be done as authorized by Owner.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

~~§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES Shall be identified and authorized per individual Work Orders as required.

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™-2007)		
§ 4.1.6 Building information modeling		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™-2007)		
§ 4.1.10 Value Analysis (B204™-2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site project representation		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-designed Record Drawings		
§ 4.1.15 As-constructed Record Drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™-2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner’s consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™-2007)		

Init.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.22 Commissioning (B211™-2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™-2007)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™-2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)		
§ 4.1.28 Other Refer to EXHIBIT A		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 () visits to the site by the Architect over the duration of the Project during construction Shall be identified and authorized per individual Work Orders as required.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction Venue for any suit arising from this agreement shall be within the Courts of Putnam County, Florida.
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Refer to Deliverables & Payment Schedule of each individual Work Order.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be submitted per task for Owner's authorization based on customary hourly billing rates (EXHIBIT B).

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be submitted per task for Owner's authorization based on customary hourly billing rates (EXHIBIT B).

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Ten** percent (**10** %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Refer to Deliverables & Payment Schedule of each individual Work Order.

Schematic Design Phase:	percent (%)
Design Development Phase:	percent (%)
Construction Documents Phase:	percent (%)
Bidding or Negotiation Phase:	percent (%)
Construction Phase:	percent (%)
Total Basic Compensation:	one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to EXHIBIT B (Hourly Rates)

Reimbursable expenses will be lump sum per individual Work Order.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:~~

- ~~.1 Transportation and authorized out-of-town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents;~~
- ~~.5 Postage, handling and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~
- ~~.11 Other similar Project-related expenditures.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The prime rate in the Wall Street Journal on the date the invoice goes over 30 days past due.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

Michael Czymbor, City Manager
(Printed name and title)

Kha Le-Huu, President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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EXHIBIT A CONTINUING CONSULTING SERVICES

Le-Huu Partners' Scope of Services may include, but are not limited to the following: conceptual designs, feasibility studies, planning and environmental studies, coordination with state and municipal agencies, scheduling and cost estimating, management of specialty consultants as the Owner's Authorized Representative.

Pre-Design

- Visioning
- Programming
- Project Budget Analysis
- Project Feasibility
- Historic Building Survey
- Measured Drawings
- Structural Analysis
- Life Safety Analysis
- Design Criteria & Development Guidelines

Planning

- Master Planning & Design Criteria

Architecture

- Conceptual Design
- Design Development
- Contract Documents
- Construction Administration
- Project Management & Scheduling

Interior Architecture

- Interior Design & Space Planning
- Contract Documents
- Furniture Selection & Design
- Construction Administration

Other Services

- Security & Surveillance Design
- Landscape Design
- Graphic Design
- ADA Assessment
- Kiosk Design
- Exhibit Design
- Outdoor Furniture Design
- Presentation Models & Illustration
- Specialty Lighting Design



**EXHIBIT B
HOURLY RATES**

Principal	\$179.40
Architect	\$119.60
Engineer	\$110.00
Designer	\$ 94.19
Project Coordinator	\$ 69.85
Clerical	\$ 44.85



**EXHIBIT C
REIMBURSABLES**

1. When needed, travel will require Owner's approval. Reimbursement for airfare shall be based on coach rates. First-class rates will only be approved if the Owner required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be \$0.555 per mile (2012 IRS Standard Mileage Rate).
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The ARCHITECT shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$77.00 per diem (U.S. GSA Per Diem max. lodging rate excluding taxes for ZIP 32177, Oct. 2012-Sep. 2013) or the actual expenses for lodging at a single room rate at a "non-resort" type hotel located in the vicinity of the OWNER'S administrative offices.
5. Meals shall be reimbursed as follows (U.S. GSA Per Diem rate for ZIP 32177, Oct. 2012-Sep. 2013):
 - Breakfast \$7.00
 - Lunch \$11.00
 - Dinner \$23.00
6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.
7. Postage and shipping: USPS rates and/or Federal Express Service rates when required.
8. Printing and reproduction costs as follows:

In-house printing & reproduction:

8-1/2 x 11 (Black & White)	Copies	\$ 0.05	
8-1/2 x 11 (Color)	Copies	\$ 0.49	
11 x 17 (Black & White)	Copies	\$ 0.10	
11 x 17 (Color)	Copies	\$ 1.00	
LARGE FORMAT PLOT (b/w)	Copies	\$ 0.48	24 x 36
LARGE FORMAT PLOT (color)	Copies	\$ 18.00	24 x 36
LARGE FORMAT PLOT (b/w)	Copies	\$ 0.70	30 x 42
Electronic data	CD	\$ 5.00	

Outside printing:

ASG Reprographics rates on following pages.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation. These should be reconciled to the monthly invoice.

ASG Reprographics Prices

Wide Format B&W Plotting/Printing/Copying

- Océ B&W Plotting/Printing/Copying – 8¢ sq/ft
- No Processing/RIP Fee for PLOT files with our drivers
 - Our drivers instructions are on our website: www.asg-fl.com click on SETUP
 - PDF/DWF have a processing fee of \$5.00 for every 10 sheets/files
- No Binding Fee for standard stapling
- Reduction/Enlargement Fee - 75¢ sq/ft for 1st set only; priced as above by sq/ft
- Screw Post for those sets over 170 sheets = \$2 per screw post
- Film/Mylar at \$1.75 sq/ft; Vellum at \$1.00 sq/ft; Translucent Bond at 75¢ sq/ft

Wide Format InkJet Color Plotting/Printing/Copying

- Océ Color InkJet Linework on Presentation Bond 24# = \$1.50 sq/ft
- Océ Color InkJet Aerial/Rendering on Presentation Bond 35# = \$3.00 sq/ft
- Océ Color InkJet Aerial/Rendering/Photo on PhotoBase Gloss or Matte = \$6.50 sq/ft

Scanning in B&W and Color

- Océ B&W Scanning - Up to 24"x36" = 85¢, 30"x42" = \$ 1.275 (i.e. 85¢/6 sqft = .1467¢ times sq/ft for larger sheets)
 - B&W Images Larger in Size than 1MB will have a 25¢ per additional MB; normally they stay under 1MB
- Océ B&W Scanning - 8½"x11" = 10¢ ea side; 11"x17" = 20¢ ea side
- Océ Color Scanning - Up to 11"x17" = \$1 ea side, Up to 36"x48" = \$25 ea side
- CD Available; Less than 300 Scan Images = \$10/CD; More than 300 Scan Images = Free CD
- Customer Supplies the CD = \$5/CD
- DVD Available = \$25/DVD

Specifications Printing/Copying in B&W and Color

- Océ B&W Printing/Copying - 8½"x11" <1,000 = 5¢ ea side; 1,001<15,000 = 4¢ ea side; >15,000 = 3.5¢ ea side
- Océ B&W Copying 11"x17" <1,000 = 10¢ ea side; 1,001<15,000 = 8¢ ea side; >15,000 = 7¢ ea side
- Color Paper 28# Printing/Copying - 8½" x 11" = 49¢ ea side; 11"x17" = \$1 ea side
- Océ B&W 8½"x11" Cover 110# Index = 25¢ ea side

- Full Color Cover Stock 60# or 80# = 75¢ ea side
- Océ B&W Color Stock Paper 8½"x11" = 6¢ ea side

Binding & Finishing

- GBC/Plastic Comb Binding - ¼" to 1" (25-105 sheets) = \$1.75; 1¼" to 2" (115-225 sheets) = \$2.25
 - GBC/Plastic Comb Hole Punching = .08¢ (\$0.008) ea sheet
- Spiral Binding (Black) - Up to 120 sheets = \$1.75
 - Spiral Binding Punching = .08¢ (\$0.008) ea sheet
- Wire-O Binding (Black) - Up to 90 sheets = \$2.00
 - Wire-O Binding Punching = .08¢ (\$0.008) ea sheet
- Snap Binding (Black) - Up to 160 Sheets = \$2.75
 - Snap Binding Punching = .08¢ (\$0.008) ea sheet
- ACCO Binding - Small Clip = 30¢; Large Click = 50¢
- Screw Post = \$2 per screw post
 - Screw Post Punching = Free
- Stapling = Free
- Rubber Bands = Free
- Loose Sheets = Free
- Mounting (minimum 3 sq/ft)
 - 3/16" FoamBoard White/Black = \$3 sq/ft
 - 3/16" GatorBoard White/Black = \$4 sq/ft
 - 1/2" FoamBoard White/Black = \$4.25 sq/ft
 - 1/2" GatorBoard White/Black = \$5.25 sq/ft
 - 3mm Sintra White = \$6.50 sq/ft
- Laminating (minimum 3 sq/ft)
 - Gloss/Matte/Luster = \$1.50 sq/ft
- Plastic Edging/Framing 3/16" = \$1.50/linear foot; 13/16" = \$2.00/linear foot; Multiple Colors Available
 - Matte Black, Gloss Black, White, Blue, Bright Red, Chrome, Pewter, Gold, Brushed Aluminum, Brushed Brass, Clear

- Super FAST Internet Connection to our servers for file sending.

EXHIBIT C - Page 4

- Digital Storage is always free in our servers for all your plans and specifications.
- Order forms online for ease; if you require paper forms let us know.
- We offer Local Pickup & Delivery; Shipping via UPS & FedEx-No Handling Fees.
 - Ship directly to your customer/subcontractor
- We offer free planroom capabilities for you and your sub-contractors.
- We sell plotting/printing supplies; 2" and 3" core supplies.
- Business Forms - Letterheads, Business Cards, Envelopes, Carbon Copy Forms, Etc.
 - Letterhead 28# - Full Color - 500 = \$150, 1000 = \$250; No Setup Fee
 - Business Cards - Full Color Matte/Gloss 80# Finish - 500 = \$40, 1000 = \$55; Customer Supplies Artwork
 - Business Cards - Single Color (Black/Red/Blue) Matte 80# Finish - 500 = \$22; Customer Supplies Artwork
 - Envelope #10 Regular White Wove - Single Color (Black/Red/Blue) - 500 = \$33, 1000 = \$43; Customer Supplies Artwork
 - Envelope #10 Window White Wove - Single Color (Black/Red/Blue) - 500 = \$45, 1000 = \$60; Customer Supplies Artwork
 - Envelope #9 Return Address White Wove - Single Color (Black/Red/Blue) - 500 = \$40, 1000 = \$55; Customer Supplies Artwork
 - Envelope #12 - 9"x12" White Wove - Single Color (Black/Red/Blue) - 500 = \$68, 1000 = \$123 Customer Supplies Artwork
 - Envelope #13 - 10"x13" White Wove - Single Color (Black/Red/Blue) - 500 = \$70, 1000 = \$125; Customer Supplies Artwork
 - Flyers 8½"x11" Single Color (Black/Red/Blue) on White 20# Paper - 500 = \$20, 1000+ = 3¢ ea
 - Flyers 8½"x11" Single Color (Black/Red/Blue) on Colored 20# Paper - 500 = \$25, 1000+ = 4¢ ea



**WORK ORDER #1
SCOPE OF SERVICES FOR BASE BUILDING**

Le-Huu Partners' Scope of Services include design, construction documents, and construction administration for a 4,500 GSF base building and its 2,500 GSF plaza with a budget of \$600,000 exclusive of exhibit content. Design Services for the Base Building include the following tasks:

1. **Design Phase**
 - 30% Documents
 - 60% Documents
 - 100% Contract Documents

2. **Construction Phase**
 - Construction Administration
 - Substantial Inspection
 - Tracking Punchlist
 - Final Inspection

POSSIBLE ADDITIONAL SERVICES

The following projects may be added as additional services of this Agreement.

1. **Pre-Design / Program Verification of St. Johns River Center**
2. **Exhibit Design / Fabrication**
3. **Harbor Master's Building and Restrooms**
4. **Water Taxi Terminal/Operations**
5. **Dockside Improvements**
6. **Accessory Commercial Uses**

LE-HUU PARTNERS, P.A.
WORK ORDER #1: DELIVERABLES & PAYMENT SCHEDULE
City of Palatka
St. Johns River Environmental Education Center
Architect/Engineer Design Services
Revised 12/21/2012

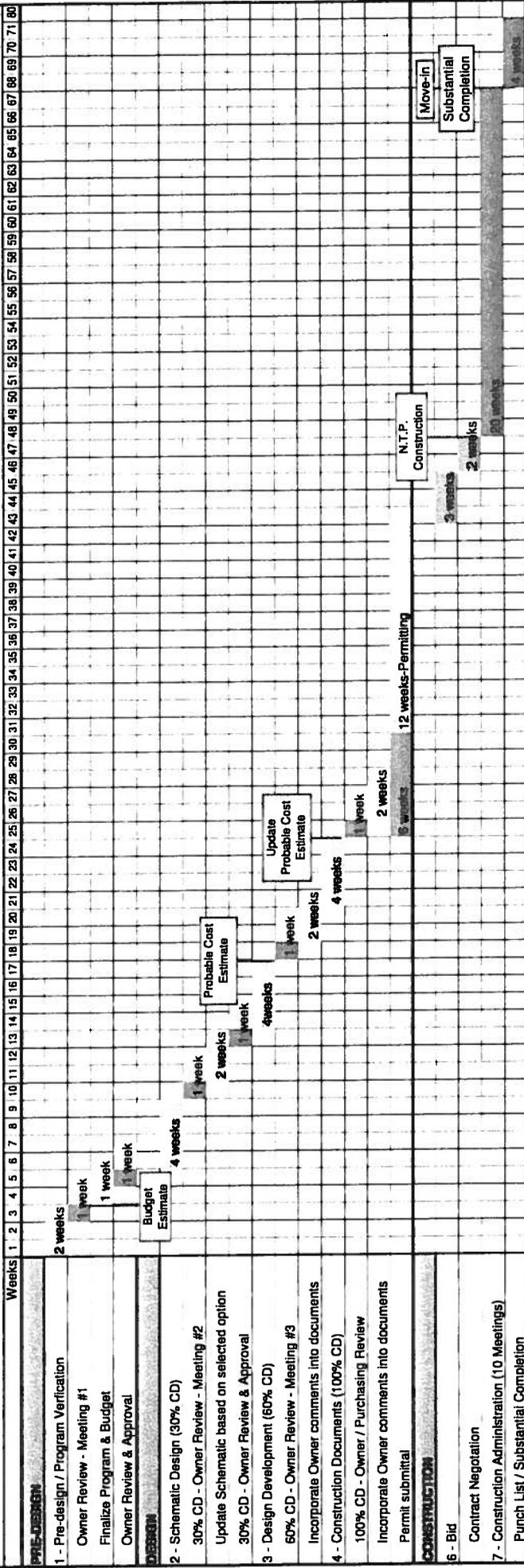
TASK DESCRIPTION	LABOR HOURS BY PERSONNEL CATEGORY						COST (\$)
	P	A	E	DES	DRAFT/CAD	ADM	
	179.40	119.60	110.00	94.19	69.85	44.85	
Duration: 12 months							
TASK 1: Pre-Design & Program Verification (Additional Services #1)							
Review existing Program documents	2	2	2			1	\$862.85
Program Verification	1	2	2	2		1	\$871.83
Finalize Program & Budget for City's approval	2	4	2	4		2	\$1,523.66
Reimbursables (Printing, travel, office, supply, etc..)					0		\$276.80
<i>Task 1 (Additional Services #1) Subtotal</i>	5	8	6	6	0	4	\$3,535.14
TASK 2: Schematic Design - 30% CD							
Develop Conceptual Design (3 Options max)	6	6		12	18	1	\$4,226.43
Meet w/ City to review Design options (1 meeting)	4	4				1	\$1,240.85
Incorporate Owner's comments into project documents	1	3	3	6	8	1	\$2,036.99
Finalize Schematic Design	2	3	2	4	8	1	\$1,918.01
Reimbursables (Printing, travel, office, supply, etc..)							\$620.92
<i>Task 2 Subtotal</i>	13	16	5	22	34	4	\$10,043.20
TASK 3: Design Development - 60% CD							
Site Plan	2	3	4	6	6		\$2,141.84
Floor Plans	2	3	4	6	6		\$2,141.84
Elevations	2	3	2	6	8		\$2,061.54
Building Sections	2	3	2	6	8		\$2,061.54
Typical Wall Sections	2	3	2	6	10		\$2,201.24
Coordinate consultant's work	2	3	2	6	6	1	\$1,966.69
Outlined Specifications & Cutsheet Information	2	2	4	4	6	1	\$1,878.71
Project Probable Cost	1	3	6	8	4	1	\$2,275.97
Meet w/ City to review 60% CD (1 meeting)	4	4	4			1	\$1,680.85
Incorporate Owner's comments into documents		1	2	2	4	1	\$852.23
Reimbursables (Printing, travel, office, supply, etc..)							\$573.40
<i>Task 3 Subtotal</i>	19	28	32	50	58	5	\$19,835.85
TASK 4: Construction Documents - 100% CD							
Site plan	1	4	4	4	6		\$1,893.66
Site Plans & Details	1	4	4	4	8		\$2,033.36
Floor Plans	1	4	4	4	6		\$1,893.66
Enlarged Plans & Details	2	4	4	4	8		\$2,212.76
Elevations	2	4	4	4	8		\$2,212.76
Building Sections	2	4	4	4	8		\$2,212.76
Wall Sections & Details	2	4	4	4	8		\$2,212.76
Final Specifications	2	4	4	4	2	1	\$1,838.51
Project Probable Cost	1	3	6	8		1	\$1,996.57
Coordination of Consultants' Work	2	3	3	3	6		\$1,749.27
Submit for Permitting		1	2	2	2	1	\$712.53
Incorporate permitting comments into Construction Documents		1	2	2	3	1	\$782.38
Finalize / Submit Construction Documents		3	3	2	4		\$1,156.58
Reimbursables (Printing, travel, office, supply, etc..)							\$968.80
<i>Task 4 Subtotal</i>	16	43	48	49	69	4	\$23,876.36
TASK 5: Construction Administration							
Prepare Bid Documents		1	2	2	4	1	\$852.23
Respond to Bidders Request for Information		2	2				\$459.20
Bid opening (1 meeting)	4	4					\$1,196.00
Review bids & recommend award		1	2				\$339.60
Shop drawings review		6	12	18		4	\$3,912.42
Construction Progress Meetings (5 MONTHS - 10 bi-weekly meetings)	8	28	12	4		1	\$6,525.61
Review Pay Applications & Develop Construction Progress Reports		8	4			10	\$1,845.30
Substantial Completion Inspection (1 meeting)	4	4	12			1	\$2,560.85
Develop & Track Punchlist		4	8				\$1,358.40
Final Completion Inspection & Report (1 meeting)	4	4	12			1	\$2,560.85
Warranties/Guaranties & Closeout (1 meeting)		4	12				\$1,798.40
Reimbursables (Printing, travel, office, supply, etc..)							\$3,119.60
<i>Task 5 Subtotal</i>	20	66	78	24	4	18	\$26,528.46
Project Total	73.00	161.00	169.00	151.00	165.00	35.00	\$83,819.01
Summary:							
1. Base Building - Tasks 2 thru 5							\$80,283.87
2. Task 1 - Additional Services #1							\$3,535.14
3. Reimbursables (included in each Task)							
Project Total							\$83,819.01

PROPOSED SCHEDULE

WORK ORDER #1 - ST. JOHNS RIVER EDUCATION CENTER

Prepared by Le-Huu & Partners P.A.
For the City of Palatka

Date: 19 December 2012





**REQUIREMENTS FOR SUBMITTALS TO OWNER
 WORK ORDER #1: ST. JOHNS RIVER EDUCATION CENTER
 21-Dec-12**

PHASE	FULL-SIZE		HALF-SIZE		Project Specific Requirements
		S & S		S & S	
1 Pre-Design Phase (PD) Final Facilities Program	PDF				Electronic copy
2 Schematic Design (SD) Final SD	PDF				Electronic copy
3 Design Development (60% CD) Final Design Development Project Probable Cost	PDF PDF				Electronic copy Electronic copy
4 Construction Documents (100% CD) Final Construction Documents		PDF			Electronic copy
5 Permit Documents Permit submittal		PDF			Electronic copy
6 Bid Documents	PDF				Electronic copy
7 Construction Administration Addendum Supplemental Instruction RFIs	PDF PDF PDF	PDF PDF PDF			Electronic copy Electronic copy Electronic copy
8 Record drawings & specifications (As-Builts)	PDF				Electronic copy

*Agenda
Item*

7a



CITY COMMISSION AGENDA ITEM

SUBJECT: 1ST READING ANNEXATION OF MULTIPLE PROPERTIES

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY:

This is an administrative request on behalf of the property owners on Tommy Avenue and Leigh Street (off Husson Ave. south of Edgemoor St.) with properties contiguous to the city limits who have voluntarily requested to annex into the City. There are companion amendments that assign City Comprehensive Plan Future Land Use Map (for consideration at the January 24 meeting) and zoning designations for the properties also being considered at this meeting.

The Planning Board recommended approval of this item at their November 6, 2012 meeting.

RECOMMENDED ACTION:

Approve at 1st Reading

DEPARTMENT HEAD Submitted: Thad Crowe *TC* Date: 12/28/2012
Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted Yes No CNA *mr* Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: *[Signature]* Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: APT CA CC CM FIN FD P&C PD PLN S&S W&S WTP WWTP

This instrument prepared by:
Thad Crowe, AICP
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 13 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IDENTIFIED AS 2406, 2408, AND 2412 TOMMY AVENUE AND 2419 LEIGH STREET, LOCATED IN SECTION 13, 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.

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

Section 1.

WHEREAS, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owners of said properties: Tom Wright (2406 Tommy Avenue); Anthony R. Williams, Sr. and Helen E. Williams (2408 Tommy Avenue); Curtis and Christine L. Riggins (2412 Tommy Avenue); and Dorothy Grace Nye (2419 Leigh Street)

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;

Section 2. NOW THEREFORE, be it enacted by the people of the City of Palatka, Florida, 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 PROPERTIES:

ORMAN LEIGH ESTATES MB4 P157 LOT 10 (Being 2406 Tommy Avenue / tax parcel # 13-10-26-6790-0000-0100)
ORMAN LEIGH ESTATES MB4 P157 LOT 9 (Being 2408 Tommy Avenue / tax parcel # 13-10-26-6790-0000-0090)
ORMAN LEIGH ESTATES MB4 P157 LOT 7 (Being 2412 Tommy Avenue / tax parcel # 13-10-26-6790-0000-0070)
ORMAN LEIGH ESTATES MB4 P157 LOT 19 (Being 2419 Leigh Street / tax parcel # 13-10-26-6790-0000-0190)

Section 3. The properties hereby annexed shall remain subject to the Putnam County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

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 24th day of January, 2013.

CITY OF PALATKA

BY: _____

Its Mayor
ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

**Case 12-57: 2406, 2408, 2412 Tommy Avenue and 2419 Leigh Street
Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.**

STAFF REPORT

DATE: September 25, 2012
TO: Planning Board members
FROM: Thad Crowe, AICP, Planning Director

APPLICATION REQUEST

To annex, amend FLUM, and rezone the following properties as noted below. 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 shaded area represents city limits)



Figure 2: Tommy Avenue

APPLICATION BACKGROUND

The properties under consideration currently have County single-family land use and zoning. Staff has field-checked each property to determine use and reviewed the current County FLUM and zoning classifications to determine the appropriate City designation. All properties are single-family residences except for the Crill Avenue property (church), the Mission Dr. property (duplex), and the Poinsetta Ave. property (small mobile home park).

The properties and their current and proposed FLUM and zoning classifications are shown below.

Table 1: Current and Proposed Future Land Use Map and Zoning designations

Future Land Use Map Category		Zoning	
Current Putnam Co.	Proposed City	Current Putnam Co.	Proposed City
UR (Urban Reserve)	RL (Residential Low)	R-1A (Residential Single-family)	R-1A (Single-family Residential)

An adjacent property, 2407 Tommy Avenue, was recently annexed into the City due to the property owner's need to hook up to City water due to the Health Department's enforcement of the rule that properties must hook up to City water instead of replacing or deepening wells when they are within 250 feet of a city water line. The City's Comprehensive Plan requires that when properties receiving city water are contiguous to city limits they must annex into the City. Staff is presenting these applications as administrative actions, as opposed to an action by each property owner, due to the rationale presented below.

1. Hardship. Most property owners annexing into the City do so because they are compelled to due to the failure of septic tanks or wells and the Health Dept. requirement that they hook up to city utilities when such lines are within 250 feet of the property. The cost of hooking up to City utilities approaches up to \$6,000 depending on whether both water and sewer are required. The additional \$1,130 for the FLUM amendment and rezoning is an additional burden. Staff has reduced the costs of this legal advertisement

by combining these properties into one ad. The taxes collected from such properties will defray the administrative expense 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 into the City. 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. City 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. Properties are contiguous to the City limits and then to each other as shown in Figure 1.

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 properties meets the standard of compactness as it does not create an enclave, pocket, or finger area but in fact reduces the greater County enclave that is present between the rail line and S. SR 19/Crill Ave, as shown graphically in Figure 2 below.

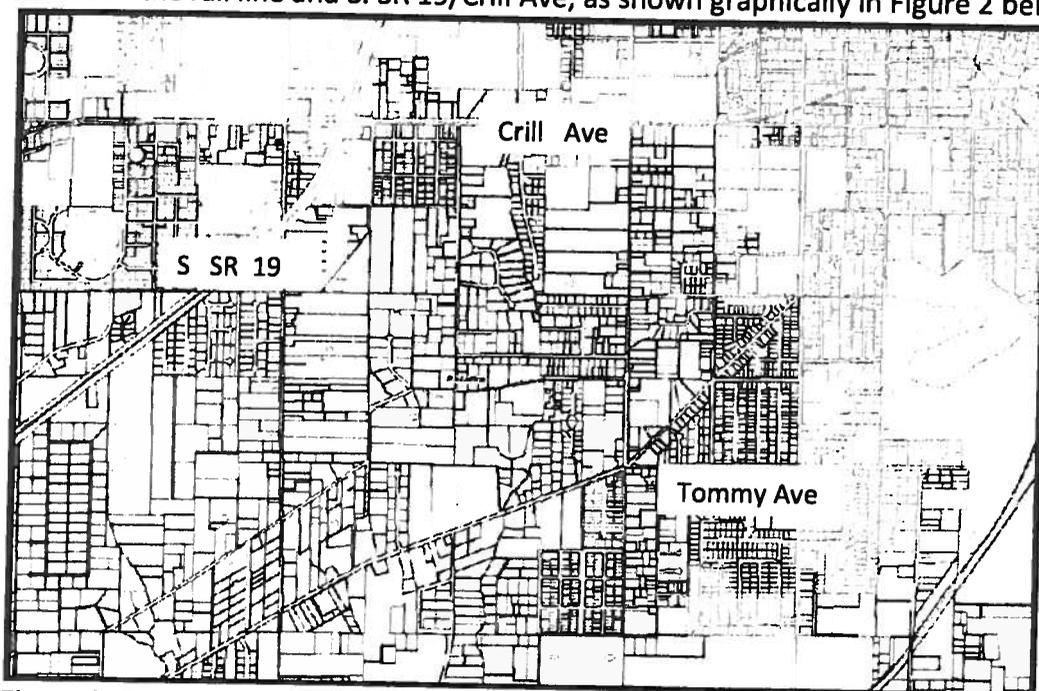


Figure 2: Southwest Palatka Urban Area Enclave (city limits in purple shaded color)

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 amendments are in keeping with the following objective and policies of the Comprehensive Plan, and do not conflict with other plan elements.

Policy A.1.9.3

A. Land Use Districts

1. Residential

Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types.

Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Medium Density (231 acres) - provides for a range of densities up to 10 units per acre.

Staff Comment: the properties are now in the County's Urban Reserve FLUM category (density range of one to four units per acre), which is approximately equivalent to the City's RL (Residential Low Density), which has a density range of one to five units per acre.

Provide analysis of the availability of facilities and services.

Staff Comment: the properties are in close proximity to urban services and infrastructure including city water and sewer lines (both within the Husson Ave. right-of-way).

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: The properties are in a residential neighborhood that is suitable for the proposed residential FLUM designations. Staff is not aware of any soil or topography conditions that would present problems for development, nor of any natural or historic resources on these developed sites.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Comment: 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 Comment: the location of these properties within the City's urbanized area ensures that urban services are available. These uses do 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 properties are located in established residential neighborhoods.

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

Staff Comment: Rezoning the properties to R-1A provides uniformity to both existing City and County single-family zoning and does not create an isolated zoning district.

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

Staff Comment: Roadway capacity is available on area roadways and the impacts of these uses on road and utility capacity will be negligible, particularly since the uses are already present.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Comment: See response to c. above.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Comment: One condition that has changed in regard to these properties is the failure or obsolescence of private wells and the ability to tie into a city water line.

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

Staff Comment: Rezoning the properties 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: the properties proposed for rezoning are already developed and thus traffic congestion or public safety will not be affected.

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

Staff Comment: all development and redevelopment must meet City and water management district stormwater retention requirements. No drainage problems are anticipated for these already-existing uses.

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

Staff Comment: The already-developed properties do not have excessive height, density, or intensity to reduce light and air to existing adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Comment: see response to g. above.

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 the 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 properties that are similar to the designation of surrounding properties and are similar to the existing County FLUM and zoning 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: Not applicable as the City commercial land use and zoning will be similar as the current County classifications.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Comment: the properties are not out of scale with the neighborhood and City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

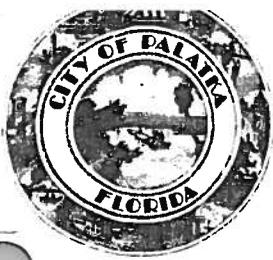
Staff Comment: not applicable.

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

Staff Comment: not applicable.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of the annexation, amendment of Future Land Use Map category to RL, and rezoning to R-1A for 2406, 2408, and 2412 Tommy Avenue and 2419 Leigh Street.



CITY OF PALATKA PLANNING BOARD MINUTES December 4, 2012

The meeting was called to order by Chairman Carl Stewart at 4:00 pm. **Other members present:** Vice-Chairman Daniel Sheffield, Earl Wallace, George DeLoach, Judith Gooding, Anthony Harwell and Joseph Petrucci. **Members absent:** Joe Pickens and Lavinia Moody. **Also present:** Planning Director Thad Crowe and Recording Secretary Pam Sprouse.

Motion was made by Mr. Sheffield and seconded by Mr. DeLoach to approve the minutes for the November 13, 2012 meeting. All present voted affirmative, motion carried.

Chairman Stewart read the appeal procedures and requested that disclosure of any ex parte communication be made prior to each case.

OLD BUSINESS

Case 12-53 Administrative request to amend the City's Comprehensive Plan Capital Improvement Plan for fiscal years 2012-2013 through 2017-2022 (tabled from the November Agenda).

Mr. Crowe advised that this task is becoming more complex and requested more time for research.

Motion made by Mr. DeLoach and seconded by Mr. Petrucci to table until the February meeting. All present voted affirmative, motion carried.

NEW BUSINESS

Case 12-57: Annex, amend the Future Land Use map from Putnam County UR (Urban Reserve) to RL (Residential, Low Density) and Rezone from Putnam County R-1A (Residential Single-Family) to R-1A (Single-Family Residential) for 2406, 2408, 2412 Tommy Avenue and 2419 Leigh Street.

Owner(s): Multiple

Applicant: Administrative

Mr. Crowe advised that these requests are city water-related annexations and are administratively processed. He advised that these properties are contiguous to the City limits and meet the state requirements for annexation. He added that these requests are not in conflict with the Comprehensive Plan and meet the criteria for amending the Plan as well as rezoning the property. He recommended approval of the request.

Motion made by Mr. Sheffield and seconded by Mr. Harwell to approve the requests as submitted. All present voted affirmative, motion carried.

Case 12-59: Request for conditional use to relocate a child care facility in a C-2 zoning district.

Location: 625 S. State Rd. 19

Owner: Terwilleger GH 1983 Trust Et Al

Agent: Cimone Coring

Mr. Crowe gave an overview of the request and displayed site photos, explaining that the building takes up most of the property creating a unique parking situation. He stated that the City does not have parking standards for

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CITY COMMISSION AGENDA ITEM

SUBJECT: 1ST READING REZONING OF MULTIPLE PROPERTIES

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY:

This is an administrative request on behalf of the property owners Tommy Avenue and Leigh Street (off Husson Ave. south of Edgemoor St.) with properties contiguous to the city limits who have voluntarily requested to annex into the City. There is a companion annexation action on the agenda for the properties, and a companion Future Land Use Map amendment for the properties will be considered at the January 24, 2013 meeting

The Planning Board recommended approval of this item at their November 6, 2012 meeting.

RECOMMENDED ACTION:

Approval at 2nd Reading

DEPARTMENT HEAD Submitted: Thad Crowe Date: 12/28/2012
Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted Yes No Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
Approved With Modification Tabled To Time Certain
Other

DISTRIBUTION: APT CA CC CM FIN FD P&C PD PLN S&S W&S WTP WWTP

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

ORDINANCE NO. 13 -

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 R-1A (RESIDENTIAL SINGLE-FAMILY) TO CITY R-1A (SINGLE-FAMILY RESIDENTIAL) FOR THE FOLLOWING PROPERTIES: 2406, 2408, AND 2412 TOMMY AVENUE AND 2419 LEIGH STREET (SECTION 13, 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 properties: 2406 Tommy Avenue (Tom Wright), 2408 Tommy Avenue (Anthony R. Williams, Sr. and Helen E. Williams); 2412 Tommy Avenue (Curtis and Christine L. Riggins); and 2419 Leigh Street (Dorothy Grace Nye) for certain amendments to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on November 6, 2012, and two public hearings before the City Commission of the City of Palatka on January 10, 2013 and January 24, 2013, 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 classifications as noted above.

DESCRIPTION OF PROPERTIES:

ORMAN LEIGH ESTATES MB4 P157 LOT 10 (Being 2406 Tommy Avenue / tax parcel # 13-10-26-6790-0000-0100)
ORMAN LEIGH ESTATES MB4 P157 LOT 9 (Being 2408 Tommy Avenue / tax parcel # 13-10-26-6790-0000-0090)
ORMAN LEIGH ESTATES MB4 P157 LOT 7 (Being 2412 Tommy Avenue / tax parcel # 13-10-26-6790-0000-0070)
ORMAN LEIGH ESTATES MB4 P157 LOT 19 (Being 2419 Leigh Street / tax parcel # 13-10-26-6790-0000-0190)

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, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

**Case 12-57: 2406, 2408, 2412 Tommy Avenue and 2419 Leigh Street
Request to Annex, Amend Future Land Use Map and Rezone
Applicant: Building & Zoning Dept.**

STAFF REPORT

DATE: September 25, 2012
TO: Planning Board members
FROM: Thad Crowe, AICP, Planning Director

APPLICATION REQUEST

To annex, amend FLUM, and rezone the following properties as noted below. 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 shaded area represents city limits)

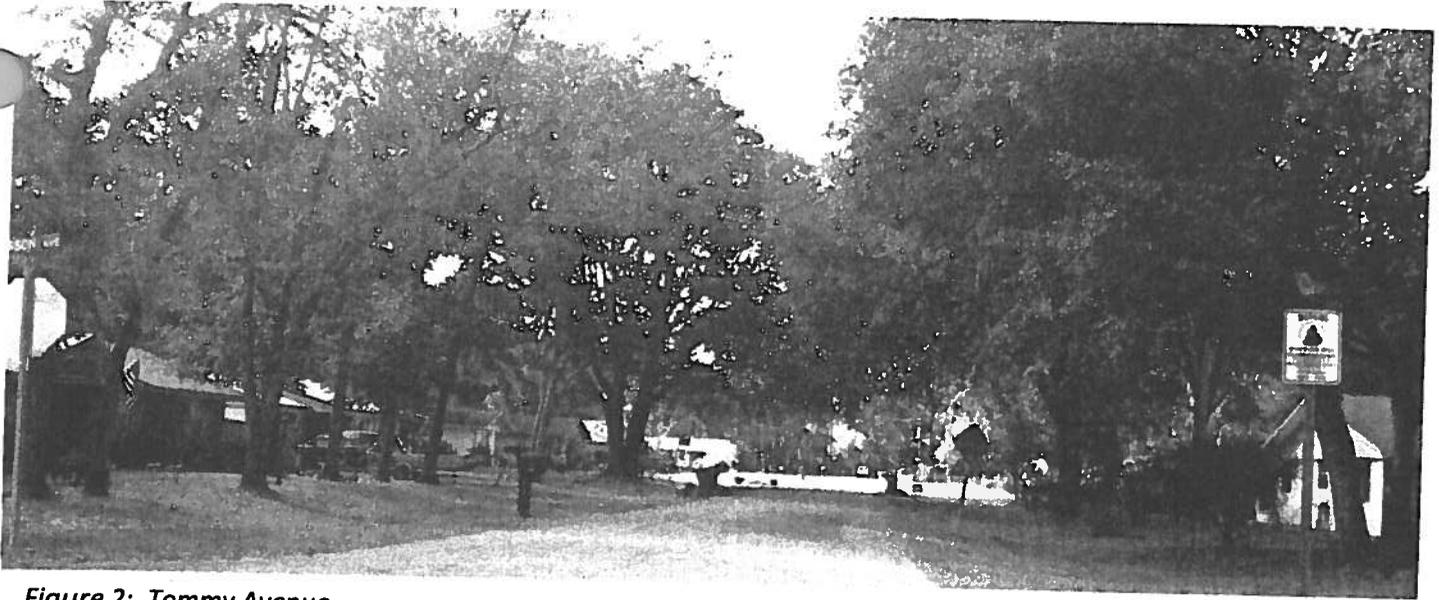


Figure 2: Tommy Avenue

APPLICATION BACKGROUND

The properties under consideration currently have County single-family land use and zoning. Staff has field-checked each property to determine use and reviewed the current County FLUM and zoning classifications to determine the appropriate City designation. All properties are single-family residences except for the Crill Avenue property (church), the Mission Dr. property (duplex), and the Poinsetta Ave. property (small mobile home park).

The properties and their current and proposed FLUM and zoning classifications are shown below.

Table 1: Current and Proposed Future Land Use Map and Zoning designations

Future Land Use Map Category		Zoning	
Current Putnam Co.	Proposed City	Current Putnam Co.	Proposed City
UR (Urban Reserve)	RL (Residential Low)	R-1A (Residential Single-family)	R-1A (Single-family Residential)

An adjacent property, 2407 Tommy Avenue, was recently annexed into the City due to the property owner's need to hook up to City water due to the Health Department's enforcement of the rule that properties must hook up to City water instead of replacing or deepening wells when they are within 250 feet of a city water line. The City's Comprehensive Plan requires that when properties receiving city water are contiguous to city limits they must annex into the City. Staff is presenting these applications as administrative actions, as opposed to an action by each property owner, due to the rationale presented below.

1. **Hardship.** Most property owners annexing into the City do so because they are compelled to due to the failure of septic tanks or wells and the Health Dept. requirement that they hook up to city utilities when such lines are within 250 feet of the property. The cost of hooking up to City utilities approaches up to \$6,000 depending on whether both water and sewer are required. The additional \$1,130 for the FLUM amendment and rezoning is an additional burden. Staff has reduced the costs of this legal advertisement

by combining these properties into one ad. The taxes collected from such properties will defray the administrative expense 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 into the City. 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. City 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. Properties are contiguous to the City limits and then to each other as shown in Figure 1.

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 properties meets the standard of compactness as it does not create an enclave, pocket, or finger area but in fact reduces the greater County enclave that is present between the rail line and S. SR 19/Crill Ave, as shown graphically in Figure 2 below.

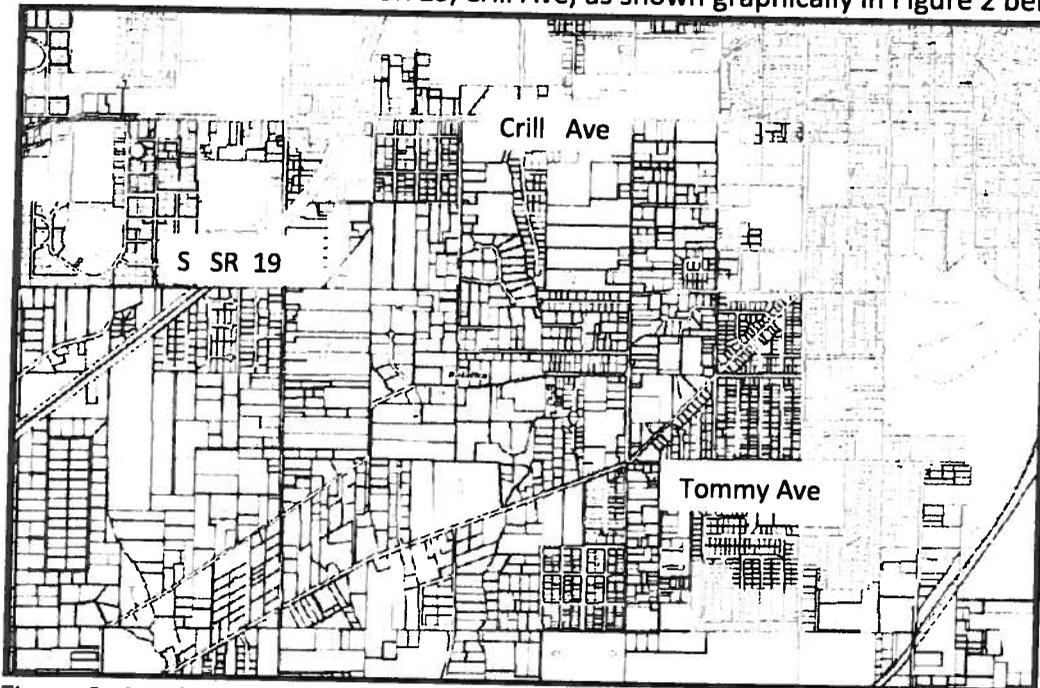


Figure 2: Southwest Palatka Urban Area Enclave (city limits in purple shaded color)

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 amendments are in keeping with the following objective and policies of the Comprehensive Plan, and do not conflict with other plan elements.

Policy A.1.9.3

A. Land Use Districts

1. Residential

Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types.

Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Medium Density (231 acres) - provides for a range of densities up to 10 units per acre.

Staff Comment: the properties are now in the County's Urban Reserve FLUM category (density range of one to four units per acre), which is approximately equivalent to the City's RL (Residential Low Density), which has a density range of one to five units per acre.

Provide analysis of the availability of facilities and services.

Staff Comment: the properties are in close proximity to urban services and infrastructure including city water and sewer lines (both within the Husson Ave. right-of-way).

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: The properties are in a residential neighborhood that is suitable for the proposed residential FLUM designations. Staff is not aware of any soil or topography conditions that would present problems for development, nor of any natural or historic resources on these developed sites.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Comment: 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 Comment: the location of these properties within the City's urbanized area ensures that urban services are available. These uses do 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 properties are located in established residential neighborhoods.

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

Staff Comment: Rezoning the properties to R-1A provides uniformity to both existing City and County single-family zoning and does not create an isolated zoning district.

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

Staff Comment: Roadway capacity is available on area roadways and the impacts of these uses on road and utility capacity will be negligible, particularly since the uses are already present.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

Staff Comment: See response to c. above.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Comment: One condition that has changed in regard to these properties is the failure or obsolescence of private wells and the ability to tie into a city water line.

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

Staff Comment: Rezoning the properties 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: the properties proposed for rezoning are already developed and thus traffic congestion or public safety will not be affected.

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

Staff Comment: all development and redevelopment must meet City and water management district stormwater retention requirements. No drainage problems are anticipated for these already-existing uses.

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

Staff Comment: The already-developed properties do not have excessive height, density, or intensity to reduce light and air to existing adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Comment: see response to g. above.

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 the 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 properties that are similar to the designation of surrounding properties and are similar to the existing County FLUM and zoning 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: Not applicable as the City commercial land use and zoning will be similar as the current County classifications.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Comment: the properties are not out of scale with the neighborhood and City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Comment: not applicable.

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

Staff Comment: not applicable.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends approval of the annexation, amendment of Future Land Use Map category to RL, and rezoning to R-1A for 2406, 2408, and 2412 Tommy Avenue and 2419 Leigh Street.



CITY OF PALATKA PLANNING BOARD AGENDA December 4, 2012

The meeting was called to order by Chairman Carl Stewart at 4:00 pm. **Other members present:** Vice-Chairman Daniel Sheffield, Earl Wallace, George DeLoach, Judith Gooding, Anthony Harwell and Joseph Petrucci. **Members absent:** Joe Pickens and Lavinia Moody. **Also present:** Planning Director Thad Crowe and Recording Secretary Pam Sprouse.

Motion was made by Mr. Sheffield and seconded by Mr. DeLoach to approve the minutes for the November 13, 2012 meeting. All present voted affirmative, motion carried.

Chairman Stewart read the appeal procedures and requested that disclosure of any ex parte communication be made prior to each case.

OLD BUSINESS

Case 12-53 Administrative request to amend the City's Comprehensive Plan Capital Improvement Plan for fiscal years 2012-2013 through 2017-2022 (tabled from the November Agenda).

Mr. Crowe advised that this task is becoming more complex and requested more time for research.

Motion made by Mr. DeLoach and seconded by Mr. Petrucci to table until the February meeting. All present voted affirmative, motion carried.

NEW BUSINESS

Case 12-57: Annex, amend the Future Land Use map from Putnam County UR (Urban Reserve) to RL (Residential, Low Density) and Rezone from Putnam County R-1A (Residential Single-Family) to R-1A (Single-Family Residential) for 2406, 2408, 2412 Tommy Avenue and 2419 Leigh Street.

Owner(s): Multiple
Applicant: Administrative

Mr. Crowe advised that these requests are city water-related annexations and are administratively processed. He advised that these properties are contiguous to the City limits and meet the state requirements for annexation. He added that these requests are not in conflict with the Comprehensive Plan and meet the criteria for amending the Plan as well as rezoning the property. He recommended approval of the request.

Motion made by Mr. Sheffield and seconded by Mr. Harwell to approve the requests as submitted. All present voted affirmative, motion carried.

Case 12-59: Request for conditional use to relocate a child care facility in a C-2 zoning district.

Location: 625 S. State Rd. 19
Owner: Terwilleger GH 1983 Trust Et Al
Agent: Cimone Coring

Mr. Crowe gave an overview of the request and displayed site photos, explaining that the building takes up most of the property creating a unique parking situation. He stated that the City does not have parking standards for

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CITY COMMISSION AGENDA ITEM

SUBJECT: 1ST READING REZONING OF MULTIPLE PROPERTIES ALONG ZEAGLER DRIVE

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY:

This is administrative request for a rezoning from multi-family zoning (R-3) to General Commercial zoning (C-1) for multiple developed properties on Zeagler Drive, including Putnam County Medical Center and medical clinics. These uses are not conforming to the current residential zoning category. This is a housekeeping measure with a companion Future Land Use Map (FLUM) amendment for properties that are now in the RH (Residential, High Density) FLUM category, with the change assigning them the COM (Commercial) FLUM category.

Planning Board recommended approval at their September 4, 2012 meeting.

RECOMMENDED ACTION:

Approve at 1st Reading

DEPARTMENT HEAD Submitted: Thad Crowe *TC* Date: 12/28/2012
Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted Yes No N/A *bfh* Date: 01/3/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: *M* Date: 1/2/13

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: APT CA CC CM FIN FD P&C PD PLN S&S W&S WTP WWTP

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

ORDINANCE NO. 13 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTIES LOCATED IN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, INCLUDING 201 ZEAGLER DRIVE, A PORTION OF 414 ZEAGLER DRIVE EXTENDING BACK AND WEST 250 FEET FROM THE EAST PROPERTY LINE, 520, 524, AND 530 ZEAGLER DRIVE, AND 6541 ST. JOHNS AVENUE FROM R-3 (MULTI-FAMILY RESIDENTIAL) TO C-1 (GENERAL COMMERCIAL); 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 properties: Kiva of Palatka, LLC (201 Zeagler Drive); Putnam Community Medical Center, LLC (414 Zeagler Drive); Nadira and Iftikhar Ahmad (520 Zeagler Drive); Abdul L. Bhatti, MD (524 Zeagler Drive); Robert J. and Geraldine B. Melosh (530 Zeagler Drive); and Palatka Ftalj, LLC (6541 St. Johns Avenue) for certain amendments 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 September 4, 2012, and two public hearings before the City Commission of the City of Palatka on January 10, 2013 and January 24, 2013, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida

is hereby amended by rezoning the hereinafter described property from its present zoning classification of R-3 (Multi-family residential) to C-1 (General Commercial) for 201 Zeagler Drive, a portion of 414 Zeagler Drive extending back and west 250 feet from the east property line, 520, 524, and 530 Zeagler Drive, and 6541 St. Johns Avenue.

DESCRIPTION OF PROPERTIES:

PT OF NW1/4 OF NW1/4 OR377 P1961
(10-10-26-0000-0200-0040 / 201 ZEAGLER DRIVE)
SW1/4 OF NW1/4 OF MCLAURY S/D (EX OR329 P389 OR341 P409 OR341 P1089 OR369 P1981 OR409 P1474 OR560 P396 OR639 P1697 OR881 P145 OR1071 P1698) - (EXCLUDING PROPERTY EAST OF ZEAGLER DRIVE AND REAR PORTION OF PROPERTY WEST OF ZEAGLER DRIVE THAT IS MORE THAN 250 FEET WEST OF THE EAST PROPERTY LINE RUNNING ALONG ZEAGLER DRIVE)
(10-10-26-0000-0200-0010 / 414 ZEAGLER DRIVE)
PT OF NW1/4 OF SW1/4 OF NW1/4 OR369 P1981 (EX OR407 P1124)
(10-10-26-0000-0200-0013 / 520 ZEAGLER DRIVE)
PT OF NE1/4 OF SW1/4 OF NW1/4 OR407 P1124
(10-10-26-0000-0200-0014 / 524 ZEAGLER DRIVE)
PT OF SW1/4 OF NW1/4 OR639 P1697
(10-10-26-0000-0200-0100 / 530 ZEAGLER DRIVE)
N1/2 OF NE1/4 OF NW1/4 OF NW1/4 S OF ST JOHNS AVE +E OF ZEAGLER DR (EX OR438 P1287)
(10-10-26-0000-0200-0001 / 6541 ST JOHNS 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 24th day of January, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Amend FLUM from RH to COM

Rezone from R-3 to C-1

Properties adjacent to Zeagler Drive, north of Crill Avenue

Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: August 28, 2012

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To amend FLUM from RL (Residential, Low) to COM (Commercial). Public notice included newspaper advertisement, property posting, and letters to nearby property owners (within 150 feet).

APPLICATION BACKGROUND

The application includes multiple properties on Zeagler Drive, including the Putnam Community Medical Center and other already-developed medical-related properties. For unknown reasons and many years ago, these properties were assigned residential land use map and zoning categories. While it is true that medical clinics and offices are allowed in the R-3 zoning district as conditional uses, these properties do not have approved conditional uses and in any case, nonresidential uses are not allowed in the RH land use category, as noted by the statement that "residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density."

The table below shows subject sites and surrounding property use classifications (see also attached maps).

Table 1: Use Classifications

	Actual Use	FLUM	Zoning
Sites	Medical clinics and offices	RH (Residential, High)	R-3 (Multi-family Residential)
North	Undeveloped	COM (Commercial)	R-3 (Multi-family Residential)
	Medical clinics and offices	RH (Residential, High)	C-1A (Neighborhood Commercial)
South	Undeveloped	COM (Commercial)	C-1A (Neighborhood Commercial)
	Medical clinics and offices		C-2 (Intensive Commercial)
West	Undeveloped	RL (Residential, Low)	R-1 (Single-family Residential)
	Single-family subdivision	RH (Residential, High)	R-3 (Multi-family Residential)
East	Undeveloped	COM (Commercial)	R-3 (Multi-family Residential)
	Apartments	RH (Residential, High) County US (Urban Service)	C-1A (Neighborhood Commercial)

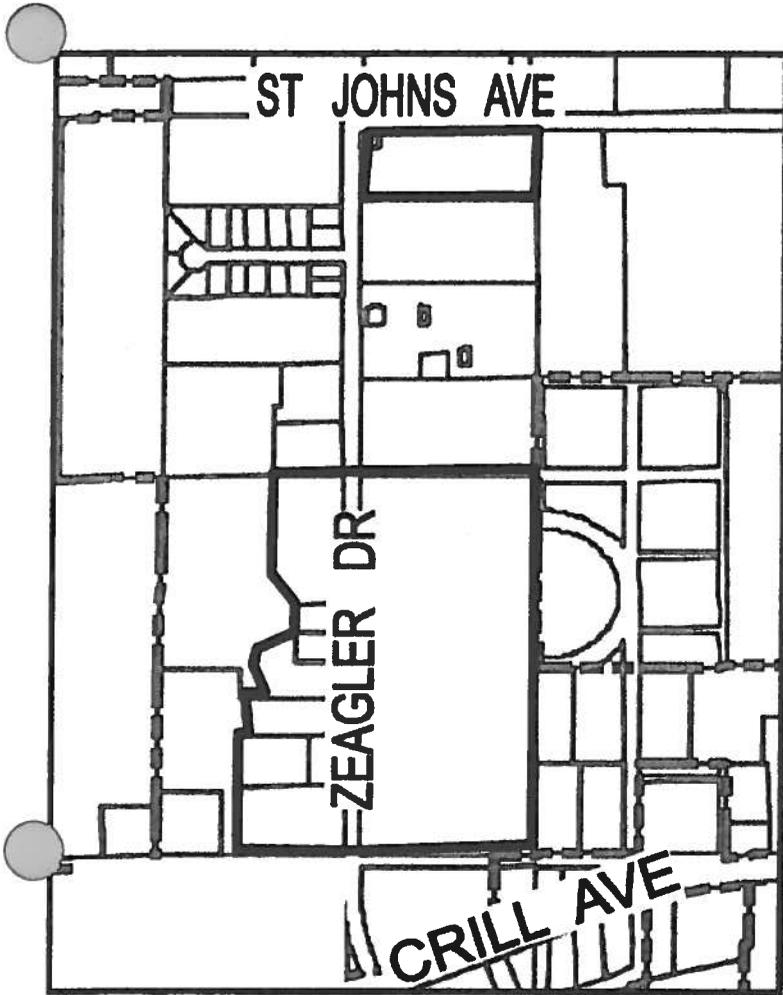


Figure 1: Location of Subject Properties



Figure 2: 530 Zeagler Dr.



Figure 3: 610 & 600 Zeagler Dr.

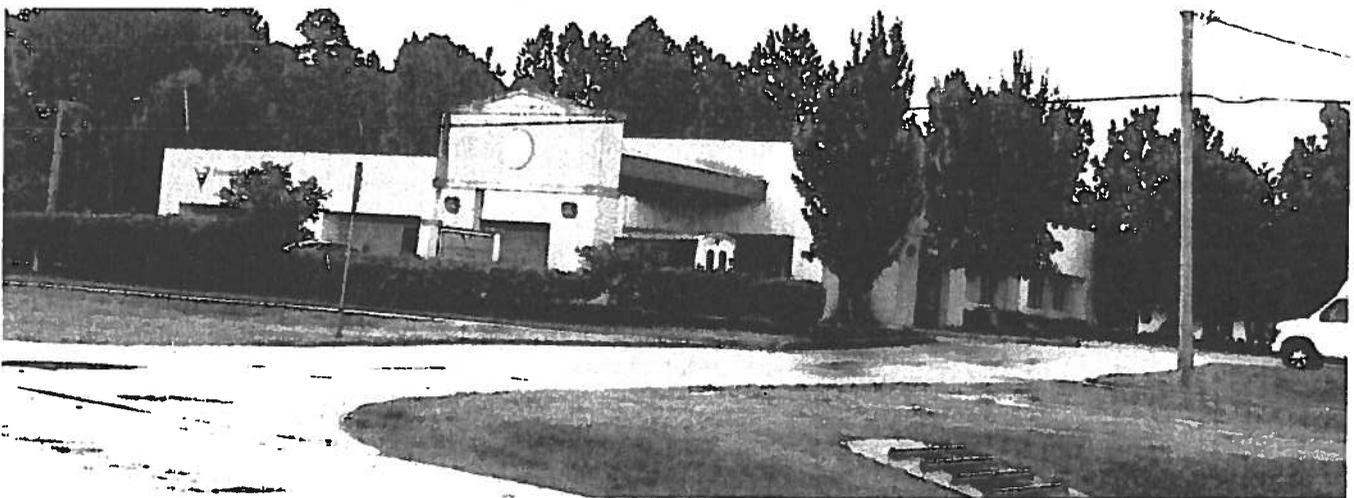


Figure 4: Putnam Community Medical Center

PROJECT ANALYSIS

Future Land Use Analysis

Florida House Bill 7129 provides amended criteria for consideration of comprehensive plan amendments under F.S. 163-3187, shown in italics below (staff response follows each criterion).

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

Staff comment: the application is not in conflict with goals, objectives, and policies of the Comprehensive Plan.

Provide analysis of the availability of facilities and services.

Staff comment: The subject properties are in close proximity to a range of urban services and infrastructure, including water and sewer.

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: All properties are already developed. The properties are not in a floodplain, and in fact are well-drained with sandy soils.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff comment: 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.*

Staff comment: Development along Zeagler Dr. includes a wide array of land uses including single-family residential, multi-family residential, and medical offices and clinics. The predominant activity is medical-related uses.

- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*

Staff comment: The location is not a rural area and is within the Palatka urban area.

- *Radial, strip, isolated, or ribbon development patterns.*

Staff comment: The Zeagler Drive properties form a distinct medical hub and do not represent isolated or strip development.

- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*

Staff comment: The area is urbanized and not agricultural.

- *Development that fails to maximize use of existing and future public facilities and services.*

Staff comment: These properties are well-situated to utilize 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.*

Staff comment: Given their location with an urban service area, these properties are efficiently served.

- *Development that fails to provide a clear separation between rural and urban uses.*

Staff comment: The properties are within an urban area.

- *Development that discourages or inhibits infill development and redevelopment.*

Staff comment: the proposed commercial designation will in fact encourage infill development.

- *Development that fails to encourage a functional mix of uses.*

Staff comment: the proposed commercial designation allows for a wide variety of uses.

- *Development that results in poor accessibility among linked or related land uses.*

Staff comment: The proposed amendment would not result in poor accessibility between vicinity land uses.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable future land use amendment criteria. Staff recommends approval of Case 12-47: amendment of future land use map category from RH to COM for 414, 520, 524, 530, 610 and parcel behind it, 611, and 613 Zeagler Drive and also 6541 St. Johns Avenue.; and rezoning from R-3 to C-1 for 414, 520, 524, and 530 Zeagler Drive.

ATTACHMENTS: FLUM AND ZONING MAPS

Mr. Crowe advised that this is an administrative effort to amend the list of prohibited home occupations. Since the time the code was written things have changed, some areas of the code are archaic or overly restrictive and even contradictory. An example of contradictory regulations includes language found in the Zoning Code that allows beauty salons in the R-2 & R-3 districts as home occupations, despite the prohibition of the use established in the definitions section. He reviewed the guidelines for home occupations, and pointed out that the required conditional use process provides for additional safeguards and considerations. Specifically, staff believes that the now-prohibited home occupation uses of beauty shops, barbershops, musical instruments, dance or swimming instruction, and massage therapy can be appropriate home occupation uses when limited to a single client at a time and can be carried out in a residential setting without a noticeable increase in traffic, noise, or other negative impacts. Furthermore, staff believes that the prohibition on utilizing accessory buildings for home occupations is not necessary. In older parts of the City it is not uncommon for homes to have outbuildings such as garage apartments or cottages that can only be used as non-rental "mother-in-law" suites, and allowing home occupation uses to occur in such outbuildings would better utilize properties. He does not see the distinction between activities occurring in the principal residence or in an outbuilding. He added that particularly in these days, when people are struggling to support their families, the opportunity to start some small businesses with a small amount of start-up expense could be appropriate with the right safeguards and conditions put in place. He recommended approval of the request.

Mr. Harwell stated that he believed this was opening up a can of worms, especially when it comes to beauty salons, music instruction, and massage therapy, that things can get carried away. Discussion continued regarding consideration of conditional use criteria and restrictions that can be put in place.

Motion made by Mr. DeLoach and seconded by Ms. Gooding to accept staff recommendations. The motion passed with four yeas and a dissenting vote cast by Mr. Harwell.

Case 12-47: Administrative request to amend the Future Land Use Map from RH (Residential, High Density) to COM (commercial) and rezone portions of properties from R-3 (Multi-family Residential) to C-1 (General Commercial).

Location(s): properties adjacent to Zeagler Drive, north of Crill Ave.
Owner(s): Multiple

Mr. Crowe advised that this is a housekeeping effort. The hospital and a number of the medical clinics along Zeagler Dr. have a residential land use category and/or zoning. This action will more appropriately reflect the existing medical uses. He added that he had discussions with the owner of 201 Zeagler Drive, who at first did not support the change but upon further reflection did support it. Mr. Crowe reviewed area land use and zoning maps depicting the proposed and surrounding properties and recommended approval.

Motion made by Mr. DeLoach and seconded by Ms. Gooding to accept staff recommendations. The motion passed unanimously.

Other Business: Discussion of PUD for Riverfront Park.

Jonathan Griffith, Assistant to the City Manager, reviewed the basic components of the 2009 approved riverfront development plan. He said that they constantly use the plan as a sort of "tool box" that they go back to the Commission for final approval before securing grant funding or turning dirt. He stated that they are currently working with the Rotary Club to secure funding for the nature based playground. They have completed all the

*Agenda
Item*

9



CITY COMMISSION AGENDA ITEM

SUBJECT: ORDINANCE - SIGN AND ZONING CODE TEXT AMENDMENTS (ALLOW EDUCATIONAL/INTERPRETATIVE SIGNS IN HISTORIC DISTRICTS) - 1ST READING

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: [X] Ordinance [] Resolution [] Motion [X] Support Documents [] Other

SUMMARY:

This is an administrative request to allow these type signs in local historic districts. The Planning Board recommended approval of the request at their November 6, 2012 meeting. Examples of this sign type are the South Historic District sign at Laurel and River Streets and several signs along St. Johns Avenue. This ordinance change would allow for a North Historic District education/interpretative sign at the northeast corner of Main and N. 3rd Streets. The actual signs were approved by the Historic Preservation Board at their November 11, 2012 meeting.

RECOMMENDED ACTION: Pass Ordinance on 1st Reading

DEPARTMENT HEAD Submitted: Thad Crowe [Signature] Date: 12/28/2012 Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted [] Yes [] No [] N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/5/13

COMMISSION ACTION: [] Approved as Recommended [] Disapproved [] Approved With Modification [] Tabled To Time Certain [] Other

DISTRIBUTION: [] APT [] CA [] CC [] CM [] FIN [] FD [] P&C [] PD [] PLN [] S&S [] W&S [] WTP [] WWTP

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

ORDINANCE NO. 13 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA AMENDING SIGN
CODE SECTION 62-1 AND ZONING CODE
SECTION 94-156 TO ALLOW
EDUCATIONAL/ INTERPRETATIVE SIGNS
IN HISTORIC 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 November 6, 2012, and two public hearings before the City Commission of the City of Palatka on January 10, 2013, and January 24, 2013; 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 62-1 shall be amended as follows with the following revised definition:

Section 62-1 - Definitions:

Educational/Interpretative means a public sign located within parks or within city right-of-way that is meant to educate and draw attention to the significant historical, cultural, and environmental aspects of the City of Palatka, St. Johns River, Putnam County, and the State of Florida. Educational/interpretative signs are allowed only in downtown zoning districts, historic districts, and in the Recreation and Open Space zoning district. Educational/interpretative signs are designed for pedestrian viewing and shall be

oriented at an angle that is between 45 and 60 degrees, with sign area not to exceed 20 square feet.

Section 94-156 shall be amended as follows with the following revised standard:

Section 94-156 - HD Historic District

- (a) through (d): no change.
- (e) Permitted signs. Directional signs, ground signs, educational/interpretative signs, and wall 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 24th day of January, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Case 12-62
Request to Amend Zoning Code
(Educational/Interpretative Signs in Historic Districts)
Applicant: Building and Zoning Dept.

STAFF REPORT

DATE: November 26, 2012

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

An administrative request to amend the Zoning Code to allow Educational/Interpretative signs in the HD (historic district) zoning district. Public notice included legal advertisement.

APPLICATION BACKGROUND

Educational/interpretative signs are defined in the Sign Code as follows:

Educational/Interpretative means a public sign located within parks or within city right-of-way that is meant to educate and draw attention to the significant historical, cultural, and environmental aspects of the City of Palatka, St. Johns River, Putnam County, and the State of Florida. Educational/interpretative signs are allowed only in downtown zoning districts and in the Recreation and Open Space zoning district. Educational/interpretative signs are designed for pedestrian viewing and shall be oriented at an angle that is between 45 and 60 degrees, with sign area not to exceed 20 square feet.

The North and South Historic Neighborhood Community Redevelopment Areas are seeking to erect neighborhood gateway kiosks signs. These signs fit into the Educational/Interpretative sign category, and as noted above are currently only allowed in the downtown and Recreation and Open Space zoning districts. The South Historic District kiosk sign is proposed for the northwest corner of River and Laurel Streets, and the North Historic District sign is proposed for the northeast corner of N. 3rd and Main Streets. The first location is allowable for the kiosk sign, as it is within the Downtown Riverfront zoning district, but the second is not within any of the three allowable zoning districts. Staff supports amending the Sign Code to allow these sign types in the Historic District zoning classification, which is an overlay zoning category. The educational and interpretative function of such signs is in keeping with the heritage preservation and education aspects of the City's historic districts.

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).

he planning board shall consider and study:

a. The need and justification for the change.

Staff comments: the following justifications are applicable.

- The amendment would allow for attractive and human-scale signage that showcases and celebrates the City's heritage.
- The amendment would implement Comprehensive Plan policies as noted below.

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 following Comprehensive Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of the Comprehensive Plan. In regard to the objective and policy listed below, the amendment is in line with stated purposes of historic preservation awareness and education which can be furthered by the use of these types of signs.

FUTURE LAND USE ELEMENT

Objective A.1.5 *9J-5.006(3)(b)4; F.S. 187.201(16)(a)(b)5*

Upon Plan adoption, The City, through implementing the following policies, shall increase public awareness of the historical significance of the City and provide incentives to maintain and restore historically significant areas and structures within the City limits.

Policy A.1.5.5

The City shall support public activities which disseminate information regarding the historic significance of the City of Palatka and its historic sites.

STAFF RECOMMENDATION

Staff recommends the following revisions to the off-street parking and loading standards pertaining to required paving, with excerpts from the Zoning Code shown in *italics* with new language in underlined text.

Sign Code Section 62-1– DEFINITIONS

Educational/Interpretative means a public sign located within parks or within city right-of-way that is meant to educate and draw attention to the significant historical, cultural, and environmental aspects of the City of Palatka, St. Johns River, Putnam County, and the State of Florida. Educational/interpretative signs are allowed only in downtown zoning districts, historic districts, and in the Recreation and Open Space zoning district. Educational/interpretative signs are designed for pedestrian viewing and shall be oriented at an angle that is between 45 and 60 degrees, with sign area not to exceed 20 square feet.

Zoning Code Section 94-156– PERMITTED SIGNS

(e) Permitted signs. Directional signs, ground signs, educational/interpretative signs, and wall signs.

Case 12-62: Administrative request to amend Zoning Code Section 94-156 to allow educational/interpretative signs in historic districts.

Mr. Crowe explained that this request is to extend the allowance of education/interpretive signs in the historic districts which is not currently allowed. The North and South Historic Neighborhood Community Redevelopment Areas are seeking to erect neighborhood gateway kiosks signs. These signs fit into the Educational/Interpretative sign category, and as noted above are currently only allowed in the downtown and Recreation and Open Space zoning districts. The South Historic District kiosk sign has been erected on the northwest corner of River and Laurel Streets, and the North Historic District sign is proposed for the northeast corner of N. 3rd and Main Streets.

Mr. Harwell expressed his concern of such signs popping up all over the place in residential areas.

Mr. Crowe advised that the city would be sensitive to that. The educational type signs would be located within parks or within city right-of-way and are meant to educate and draw attention to the significant historical, cultural, and environmental aspects of the City of Palatka. He added that all signs in historic districts would be required to go before the Historic Preservation Board for a Certificate of Appropriateness as to sign design and location.

Ms. Buck stated that she thought that 20 square feet is quite large.

Ms. Garris protested that she would not want to see a large sign placed in front of her house.

Mr. Crowe stated that he believes that this amendment is supported by the Comprehensive Plan and that the City strongly supports historic preservation of the city. He added that the City would not want to be intrusive to a property owner and that such signs would be strategically placed with that in mind.

Motion made by Mr. DeLoach and seconded by Mr. Sheffield to approve the request with staff recommendations. The motion passed with six yeas and a dissenting vote cast by Mr. Harwell, motion carried.

With no other business, meeting adjourned.

Certificate of Appropriateness HB 12-49

Hist. Dist. Kiosk Signs @ SE Corner Laurel & River Streets and NE Corner Main & N. 3rd Streets

STAFF REPORT

DATE: October 29, 2012
TO: Historic Preservation Board members
FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

This application is to install two kiosk signs at the locations indicated above. Public notice included property posting and letters to nearby property owners (within 150 feet).

PALATKA HISTORIC NEIGHBORHOOD

The Hammock

"South Historic District"

In the years following the Civil War, Palatka expanded from a 33-block settlement in 1861 to double that size by the 1880's. During this expansion distinct neighborhoods formed. One of these was known as the Hammock. The Hammock was considered to be one of the most desirable neighborhoods in the city. Its blocks were larger in size and its streets were oriented along a noticeably different angle than the rest of the city grid to follow the bend of the river. This neighborhood was historically comprised of the blocks south of Laurel Street and northwest of River Street. The neighborhood got its name for its beautiful natural setting, which included large moss covered oak trees and tall magnolias overlooking the city's best view of the St. Johns River. It was not long before this neighborhood also boasted an architectural beauty to match its location. Palatial buildings such as the Mellan House dotted its streets. Many of these buildings were built prior to 1885 and featured an eclectic mix of architectural styles including Gothic Revival, Greek Revival, Georgian Revival, and several Victorian styles.

Queen Anne Style
This house was designed by Architect Rufus Sargent for Major Sherman Canoe, circa 1854-1864. Originally the house had gas lighting, an arched well and was completed with the best craftsmanship and finest woods available at the time.

Craftsman Style
This house features a low-pitched, gabled roof with wide overhanging eaves; exposed roof rafters, decorative beams or braces added under gables.

Bungalow Style
Two steeply pitched gabled roof trusses at the center of the house. The front dormer projects over a screened porch arch.

Colonial Revival Style
This house was constructed in 1922. It has a low pitched gambrel roof, a brick, symmetrical facade and simple classical detailing.

HISTORY: IT'S OUR NATURE

Palatka

Figure 1: Example of Signs

APPLICATION BACKGROUND

Per Sec. 54-78(a) of the Palatka Code, under Article III Historic Districts, a Certificate of Appropriateness (COA) is required to erect, construct or alter a structure or sign located in a historic district. The Applicant has provided exhibits attached to this report that show sign location, design, and specifications.

Please note that in this case the Board is to review sign appearance and not sign content. Also as a point of information, the signs will require an amendment to the Zoning Code to allow educational/interpretative signs in historic districts and an amendment to the Sign Code to increase the allowable sign size from 20 square feet to 70 square feet.

PROJECT ANALYSIS

The following section of the report evaluates the application in light of applicable COA review criteria.

- 1. Section 54-79(a), General considerations, requires the board to consider the design and appearance of the structure, including materials, textures and colors.**

Staff comment: The use of earth tones and the antique white background of the sign allows it to better blend in with the neighborhood. While the sign size will require a code change, Staff does not believe that the size will stand out and recognizes that the level of information presented requires a sign size larger than the current 20 square feet limit.

- 2. Section 54-79(a), General considerations, also bases issuance of COAs on conformance of the proposed work to the Secretary of the Interior's Standards for Rehabilitation.**

Staff comment: The Secretary of the Interior's Standards do not address new signage.

- 3. Section 54-79(a) also requires that the decision include consideration to the immediate surroundings and to the district in which it is located or to be located.**

Staff comment: Staff believes that this signs will present an attractive appearance at the historic district "gateway" locations. The signs will provide interesting information on neighborhood history and increase appreciation for historic preservation, the neighborhood, and the City.

- 4. Section 54-79(b) requires that the board shall make each of the following findings to approve a COA:**

(1) In the case of a proposed alteration or addition to an existing structure, that such alteration or addition will not materially impair the architectural or historic value of the structure.

Staff comment: not applicable.

- 5. (2) In the case of a proposed new structure, that such structure will not, in itself or by reason of its location on the site, materially impair the architectural or historic value of a structure on adjacent sites or in the immediate vicinity.**

6. (3) In the case of a proposed new structure, that such structure will not be injurious to the general visual character of the district in which it is to be located.

Staff comment: as stated, the signs will fit into their surroundings and complement the historic districts.

7. (4) In the case of the proposed demolition of an existing structure, that the removal of such structure will not be detrimental to the historic and architectural character of the district, or that, balancing the interest of the city in preserving the integrity of the district and the interest of the owner of the property, approval of the plans for demolition is required by considerations of reasonable justice and equity; in the latter event the board shall issue an order postponing demolition for a period of not to exceed three months.

Staff comment: not applicable.

STAFF RECOMMENDATION

Staff recommends approval of COA HB 12-49, contingent on required Sign and Zoning Code changes.

ATTACHMENTS: APPLICANT EXHIBITS

**Historic Preservation Board meeting minutes
November 1, 2012 Meeting**

Case: HB 12-49

Address: 1) Southwest corner of Laurel St. & River St. (within the right of way)
2) Northeast corner of N 3rd St. & Main St. (within the right of way)

Parcel number: 1) 42-10-27-6850-0460-0080
2) 42-10-27-6850-0090-0020

Applicant: City of Palatka

Item: Request for a Certificate of Appropriateness to erect signs as follows
1) Hammock Kiosk (South Historic District)
2) Reid's Garden Kiosk (North Historic District)

Chairperson Correa disclosed she had a part in the design discussion of the South Historic District kiosk.

Ms. Van Rensburg also disclosed by saying she also had a part in the North Historic District kiosk and does not benefit financially.

Chairperson Correa asked Staff if the Kiosk with the misspelling will be replaced.

Mr. Crowe stated yes the spelling will be corrected. He said the total square feet referenced in the staff report for the kiosks was incorrect; they are actually 6 total sq. ft. in size and meet the current sign code in terms of maximum sign size. He said the code change would allow these types of signs in historic districts, along with the currently allowable recreation and downtown zoning districts. The South Historic District kiosk can be erected without the code change because that type of sign is allowed in the downtown riverfront district but the north historic district kiosk would need to wait until the code is changed to allow educational interpretive types of signs in the district, he said these types of signs will attract visitors interested in the architecture and ambiance of the surrounding neighborhood and structures. Staff recommended approval.

Motion made by Mr. Graffweg to approve the request and seconded by Mr. Beaton. All those present voted affirmative, motion passed.

Case: HB 12-52

Address: 504 N 2nd St.

Parcel Number: 42-10-27-6850-0060-0011

Applicant: Latitudes NE Florida, LTD Co., Coenraad Van Rensburg

Request: Request for Certificate of Appropriateness for the following exterior alterations:
1) restore original open rear porches
2) install porch hand railings
3) and repair stairs to porch (North Historic District)

Ms. Van Rensburg recused herself from the vote but not for the discussion. She stated that she was the co-owner of the business that would be doing this work.

Mr. Graffweg disclosed that he had worked for Mr. van Rensburg in the past, but not at this time, which would not require a recusal.

Agenda Item

10_a



CITY COMMISSION AGENDA ITEM

SUBJECT: ADOPTION OF COMPREHENSIVE PLAN MAP CHANGE FOR RIVERFRONT PARK FROM COM (COMMERCIAL) AND RL (RESIDENTIAL, LOW DENSITY) TO REC (RECREATION)

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: [X] Ordinance [] Resolution [] Motion [X] Support Documents [] Other

SUMMARY:

This is an administrative request amending the Comprehensive Plan's Future Land Use Map designation for the Riverfront Park from Commercial (COM) and Residential, Low Density (RL) to Recreation (REC). The intent of this change is to more accurately reflect the park use and limit uses to recreation and park-related uses, which was recommendation of the Planning Board at their September meeting. Please note there is a companion rezoning to Recreation and Open Space, which will be considered as an adoption item at this meeting also.

Planning Board recommended approval at their October 2, 2012 meeting.

RECOMMENDED ACTION:

Approve adoption

DEPARTMENT HEAD Submitted: Thad Crowe [Signature] Date: 12/28/2012 Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted [] Yes [] No [] N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date:

COMMISSION ACTION: [] Approved as Recommended [] Disapproved [] Approved With Modification [] Tabled To Time Certain [] Other

DISTRIBUTION: [] APT [] CA [] CC [] CM [] FIN [] FD [] P&C [] PD [] PLN [] S&S [] W&S [] WTP [] WWTP

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

ORDINANCE NO. 13 -

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 FOUR PARCELS OF LAND (LESS THAN 10 ACRES IN SIZE) IDENTIFIED AS 301 RIVER STREET (RIVERFRONT PARK) FROM COM (COMMERCIAL) AND RL (RESIDENTIAL, LOW DENSITY) TO REC (RECREATION), PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

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 October 2, 2012 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>Acreeage</u>	<u>Current Land Use</u>	<u>Future Land Use</u>	<u>Amended Land Use</u>	<u>Future Land Use</u>
42-10-27-6850-0000-0010	5.34	RL (Residential, Low Density)		REC (Recreation)	
DESCRIPTION OF PROPERTY:		PALATKA ALL OF WATER LOT EXTENDING S'LY FROM N'LY BOUNDRY OF WATER LOT 1 TO THE S'LY BOUNDRY OF WATER LOT 11 1/2 LYING BETWEEN RIVER ST 1ST ST LAUREL ST + ST JOHNS RIVER CONSISTING OF VETERANS MEMORIAL PLAZA, CITY PARK + CITY DOCK DICK'S MAP OF PALATKA MB2 P46 & FRED GREEN AMPHITHEATER) (MAP SHEET 7/42) (SUB TO CONSERVATION ESMT OR1294 P148) (Being 301 River Street)			
42-10-27-6850-0000-0022	0.12	COM (Commercial)		REC (Recreation)	
DESCRIPTION OF PROPERTY:		DICK'S MAP OF PALATKA MB2 P46 LEMON ST LYING BETWEEN WATER LOTS 1 & 2 (MAP SHEET 7/42)			
42-10-27-6850-0000-0020	0.06	COM (Commercial)		REC (Recreation)	
DESCRIPTION OF PROPERTY:		DICK'S MAP OF PALATKA PT OF WATER LOT 2 BK76 P356 (OLD FPL PARCEL) (MAP SHEET 7/42)			
42-10-27-6850-0000-0030	1.49	COM (Commercial)		REC (Recreation)	
DESCRIPTION OF PROPERTY:		DICK'S MAP OF PALATKA MB2 P46 WATER LOTS 2 3 & 4 BK139 PP356 357 OR77 P28 OR82 PP478 482 484 (EX BK76 P356) (SUBJECT TO EASEMENT OR348 P407) (GAZEBO & DOCK NEXT TO BRIDGE & CLOCK TOWER) (MAP SHEET 7/42)			

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 10th day of January, 2013.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

MEMORANDUM

TO: Mayor and Commissioners
City Manager

FROM: Thad Crowe, AICP
Planning Director

DATE: November 2, 2012

RE: Workshop on Riverfront Park Land Use and Zoning Issues



Summary. Land use and zoning of properties in the City are governed by the Comprehensive Plan and the Zoning Code. As required by Florida Statute 163.3177 all properties within the City must be designated with the appropriate Future Land Use Map (FLUM) category, the activities occurring on such properties must be in keeping with this FLUM, and the zoning of properties must be consistent with this FLUM designation. As the following analysis indicates, the Park south of Lemon Street has a land use conflict in that the Comprehensive Plan Future Land Use Map (FLUM) designates it as Low Density Residential. Staff recommends that the Commission take action to correct the designation to the more appropriate Recreation FLUM. Furthermore, the Downtown Riverfront zoning of the park is inconsistent with the necessary Recreation FLUM as well as the Zoning Code and must be changed to Recreation and Open Space. These amendments are important not just for consistency with the City's adopted Comp Plan and Zoning Code, but also to allow for the approved Riverfront Master Plan, which is currently not allowed by the FLUM and zoning. The City expended considerable resources –both monetary in the form of consulting and design fees exceeding \$250,000, infrastructure improvements exceeding \$1.25 million, and \$700,000 recently awarded for dock and boat launch improvements, as well as the investment of the time of citizens, staff, and elected officials to develop this plan, and this investment should be protected.

Land Use Issues. The current FLUM designation for Riverfront Park south of Lemon Street is RL (Residential, Low Density) and north of Lemon Street is COM (Commercial). The descriptions for these FLUM categories follow in italicized text.

1. Residential

Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types.

Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Medium Density (231 acres) - provides for a range of densities up to 10 units per acre.

High Density (477 acres) - provides for a range of densities up to 18 units per acre.

Residential development within the 100-year floodplain will be required to meet the standards of Policy A.1.1.1 for construction, Policy A.1.1.3 for placement of septic tank sewerage systems, and Policy A.1.4.1 for density.

Mobile homes will be permitted in accordance with F.S. 320.8285(5); manufactured homes will be permitted in accordance with F.S. 553.38(2) and community group residential homes shall be permitted in accordance with F.S. 419.001(2), (3).

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 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. The maximum height should not exceed 40 feet. 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.

Neither FLUM category is appropriate for the park. The Low Density Residential FLUM limits the property to single-family use and clearly prohibits uses that would be incompatible with residential density, which would include this park, specifically defined in the Comprehensive Plan Recreation and Open Space Element as serving up to 5,000 people and hosting a variety of large-scale festivals and fishing tournaments. While the Commercial FLUM does allow recreational uses, this FLUM is intended for privately-owned retail and service uses, not city parks. After reviewing the descriptions of other FLUM categories Staff has found that the only appropriate FLUM category for the Park is the Recreation category, as described below.

3. Recreation (158 acres)

Land designated for recreation is intended for a variety of leisure time activities. Included in this land use classification are both resource-based and activity-based sites and facilities. Resource-based sites and facilities are oriented toward natural resources; activity-based sites and facilities are those that require major development for the enjoyment of a particular activity. Activity-based sites and facilities include ball fields, golf courses, tennis courts, etc.; resource-based facilities include lakes, trails, picnic areas, etc.

New recreational facilities must be sited in locations which are compatible or can be made compatible with adjacent land uses.

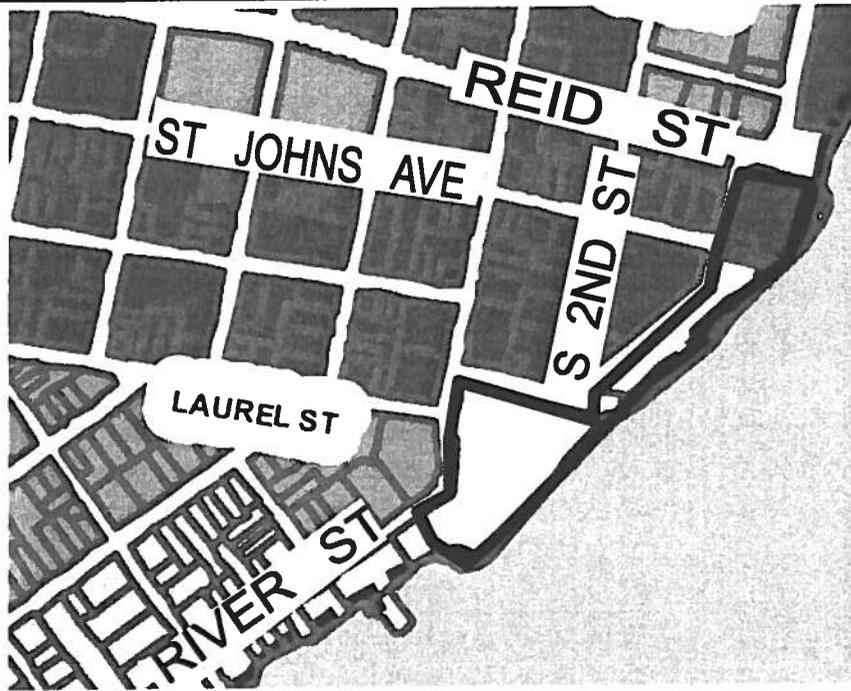
Impervious surface land coverage of recreation land use shall not exceed 50 percent for active recreational development; 10 percent for passive recreational development.

Zoning. Riverfront Park is now in the DR (Downtown Riverfront) zoning district, which allows a wide variety of commercial uses which are not appropriate for the Recreation FLUM category. Given the interpretation that the Riverfront Park (and all other City parks) is only suitable for the Recreation FLUM category, it is important to note that Zoning Code Sec. 94-111 requires that (zoning) “districts as defined on the official zoning map must be consistent with adopted land uses as shown on the future land use map.” The Recreation FLUM category allows only one zoning classification, which is Recreation and Open Space (ROS). This compels the City to rezone the Riverfront Park (and other City parks) to ROS.

In order to focus on the immediate need to achieve land use and zoning conformity, Staff is recommending that the Commission deny the text change allowing specific uses by conditional use at this time. It is appropriate to address the separate issue of commercial concessions within the Riverfront Park at a later date in a more deliberative manner.

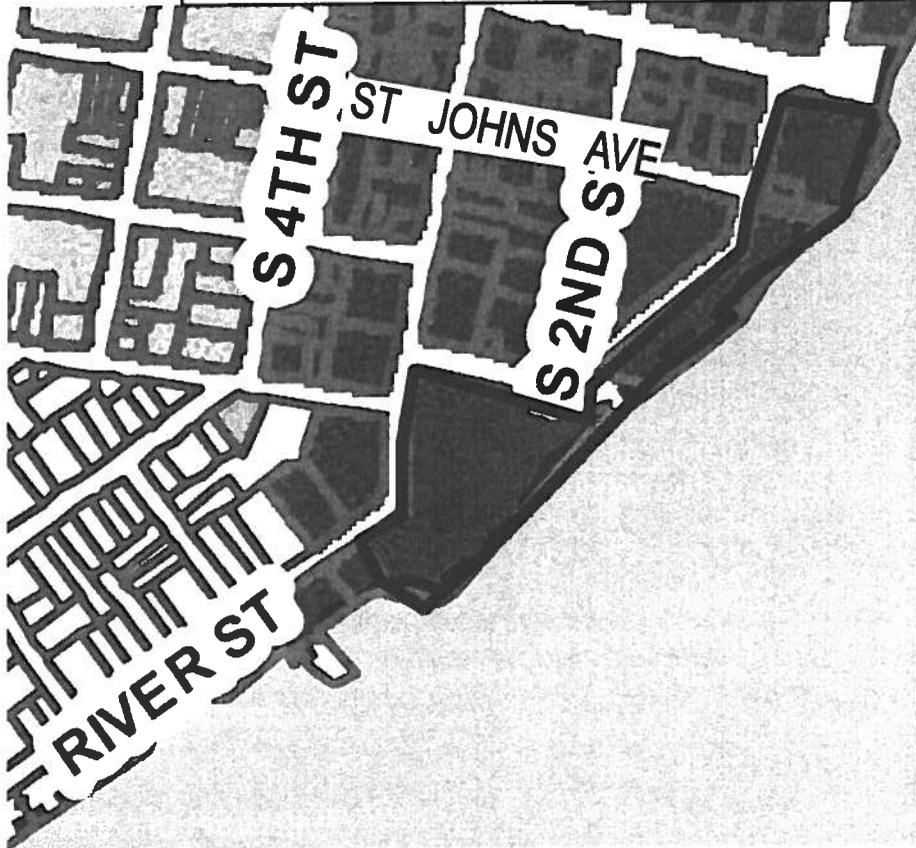
Attachments: FLUM & Zoning Maps (Current and Proposed)

FUTURE LAND USE MAP -(CURRENT)



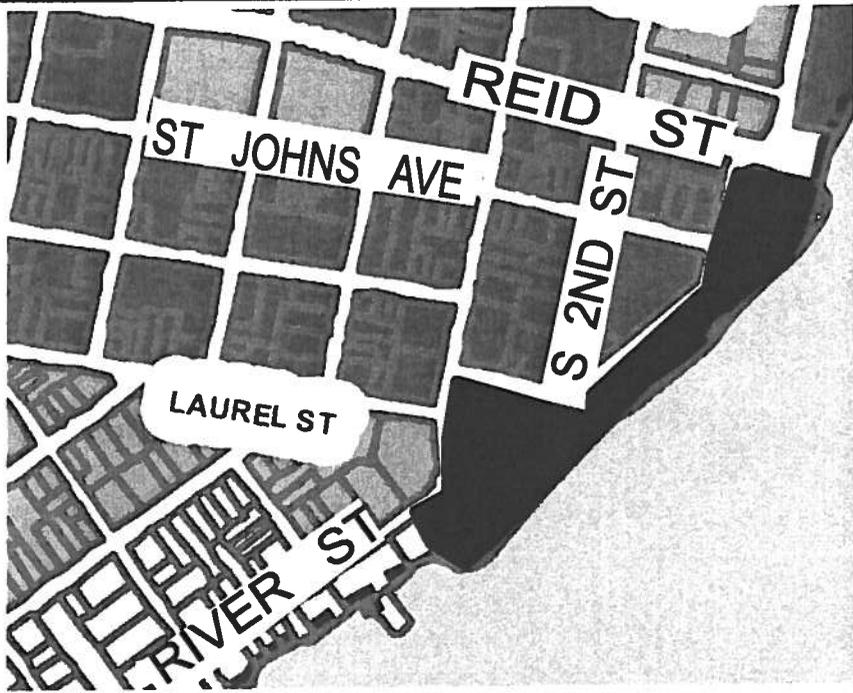
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ZONING MAP- (CURRENT)



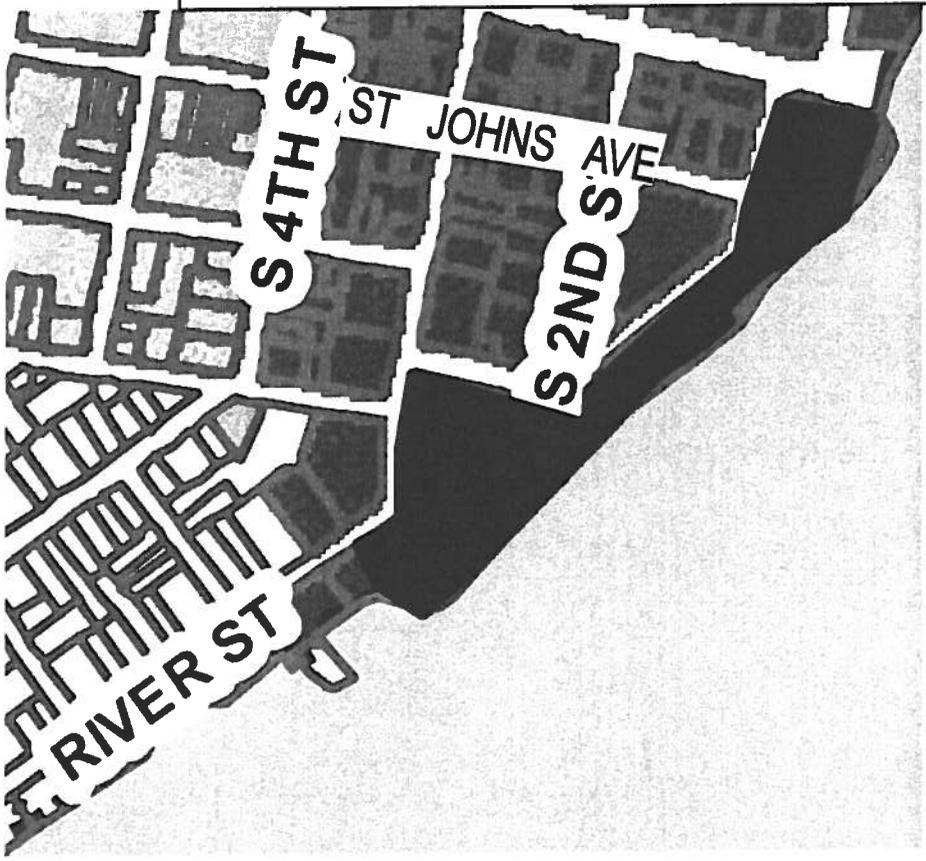
- C-2
- DB
- DR
- R-3
- R-1

FUTURE LAND USE MAP –(PROPOSED)



- RL
- RM
- RH
- PB
- COM
- REC

ZONING MAP- (PROPOSED)



- C-2
- DB
- DR
- R-3
- R-1
- ROS

development. He believes that an appropriate community standard for height for the City would be a across-the-board cap of 60 feet, allowable in the R- 3, the downtown zoning districts, and Public Buildings and Grounds district. He added that more of a middle range of 48 feet in the commercial and industrial districts was appropriate with a 35-foot limit for the residential districts. He added that some of the lot coverage standards could be replaced with impervious coverage limitations for buildings over 35 feet. For an example the higher you go, it would require one percent of green space (pervious) for each foot over 35 feet. He recommended approval of the revised height limits and the non-residential height standards.

Motion made by Ms. Moody and seconded by Ms. Gooding to approve the amendment with staff recommendations. All present voted affirmative, motion carried.

Case 12-42: An administrative request to amend the Comprehensive Plan Future Land Use Map designation for 301 River St. (Riverfront Park) from RL (Residential, Low) and COM (Commercial) to REC (Recreation), to amend the zoning designation from DR (Downtown Riverfront) to ROS (Recreation/Open Space District), and to amend ROS zoning district text to allow for restaurants and recreation-oriented private concessions by conditional use.

Mr. Crowe explained that this text amendment had been before the Board for consideration of placing the Riverfront Park in the Public Buildings and Grounds FLUM category, and now the proposal is to put it in the Recreation category which he believes is a more appropriate designation. He added that this request also includes a text amendment to the Recreational Open Space zoning designation that would allow for restaurants and recreation-oriented private concessions, by conditional use (requiring approval by the Planning Board).

Discussion ensued regarding the some of the similarities and differences between a conditional use and a Planned Unit Development (PUD), with the consensus being that a Conditional Use would provide a similar approach to a PUD that would be both flexible and customized.

Motion made by Mr. Petrucci and seconded by Ms. Moody to recommend to the City Commission the adoption of the text amendment as submitted with staff recommendations. All present voted affirmative, motion carried.

Case 12-51: Administrative request for a text amendment to the zoning code regarding mixed-use criteria for Downtown residential uses including density, design and locational standards.

Mr. Crowe requested that this item be tabled to allow staff additional time for research.

Motion made by Ms. Moody and seconded by Mr. Petrucci to table this case until the November 6, 2012 meeting. All present voted affirmative, motion carried.

Case 12-43: Consideration of revocation of conditional use for outdoor shooting range located at 404 N. Moody Rd. based on City Attorney findings pertaining to local regulation of existing shooting ranges (Florida Statute 790.333).

Mr. Crowe advised staff had not previously been aware of this particular statute that effectively prohibits Planning Boards and local governments from regulating existing ranges. Based on the City Attorney's opinion no action is required by the Board.

With no further business, meeting adjourned.

*Agenda
Item*

10b



CITY COMMISSION AGENDA ITEM

SUBJECT: ADOPTION OF ZONING CODE MAP CHANGE FOR RIVERFRONT PARK FROM DOWNTOWN RIVERFRONT TO RECREATION AND OPEN SPACE (ROS) ZONING

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: [X] Ordinance [] Resolution [] Motion [X] Support Documents [] Other

SUMMARY:

This is an administrative request rezoning Riverfront Park from Downtown Riverfront (DR) to Recreation and Open Space (ROS). The intent of this change is to more accurately reflect the park use and limit uses to recreation and park-related uses, which was recommendation of the Planning Board at their September meeting. Please note there is a companion Future Land Use Map amendment to change the FLUM from RL (Residential, Low Density) to REC (Recreation), which will be considered as a one-time adoption item at meeting along with the 2nd reading adoption of this zoning map change.

Planning Board recommended approval at their October 2, 2012 meeting.

RECOMMENDED ACTION:

Approve adoption

DEPARTMENT HEAD Submitted: Thad Crowe [Signature] Date: 12/28/2012 Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted Yes No [Signature] Date: 01/31/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/2/13

COMMISSION ACTION: [] Approved as Recommended [] Disapproved [] Approved With Modification [] Tabled To Time Certain [] Other

DISTRIBUTION: [] APT [] CA [] CC [] CM [] FIN [] FD [] P&C [] PD [] PLN [] S&S [] W&S [] WTP [] WWTP

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

ORDINANCE NO. 13 -

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 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, LOCATED AT 301 RIVER STREET (RIVERFRONT PARK), FROM DR (DOWNTOWN RIVERFRONT) TO ROS (RECREATION AND OPEN SPACE); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, application has been made by the City of Palatka Building and Zoning Department 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 October 2, 2012, and two public hearings before the City Commission of the City of Palatka on December 13, 2012 and January 10, 2013, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of DR (Downtown Riverfront) to ROS (Recreation and Open Space) for 301 River Street/Riverfront Park.

DESCRIPTION OF PROPERTIES:

PALATKA ALL OF WATER LOT EXTENDING S'LY FROM N'LY BOUNDRY OF WATER LOT 1 TO THE S'LY BOUNDRY OF WATER LOT 11 1/2 LYING BETWEEN RIVER ST 1ST ST LAUREL ST + ST JOHNS RIVER CONSISTING OF VETERANS MEMORIAL PLAZA, CITY PARK + CITY DOCK DICK'S MAP OF PALATKA MB2

P46 & FRED GREEN AMPHITHEATER) (MAP SHEET 7/42) (SUB TO CONSERVATION ESMT OR1294 P148) (Being 301 River Street / tax parcel # 42-10-27-6850-0000-0010)

DICK'S MAP OF PALATKA MB2 P46 LEMON ST LYING BETWEEN WATER LOTS 1 & 2 (MAP SHEET 7/42) (Being tax parcel # 42-10-27-6850-0000-0022)

DICK'S MAP OF PALATKA PT OF WATER LOT 2 BK76 P356 (OLD FPL PARCEL) (MAP SHEET 7/42) (Being tax parcel # 42-10-27-6850-0000-0020)

DICK'S MAP OF PALATKA MB2 P46 WATER LOTS 2 3 & 4 BK139 PP356 357 OR77 P28 OR82 PP478 482 484 (EX BK76 P356) (SUBJECT TO EASEMENT OR348 P407) (GAZEBO & DOCK NEXT TO BRIDGE & CLOCK TOWER) (MAP SHEET 7/42) (Being tax parcel # 42-10-27-6850-0000-0030)

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 10th day of January, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Planning Board Minutes
October 2, 2012 meeting

development. He believes that an appropriate community standard for height for the City would be a across-the-board cap of 60 feet, allowable in the R- 3, the downtown zoning districts, and Public Buildings and Grounds district. He added that more of a middle range of 48 feet in the commercial and industrial districts was appropriate with a 35-foot limit for the residential districts. He added that some of the lot coverage standards could be replaced with impervious coverage limitations for buildings over 35 feet. For an example the higher you go, it would require one percent of green space (pervious) for each foot over 35 feet. He recommended approval of the revised height limits and the non-residential height standards.

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Discussion ensued regarding the some of the similarities and differences between a conditional use and a Planned Unit Development (PUD), with the consensus being that a Conditional Use would provide a similar approach to a PUD that would be both flexible and customized.

Motion made by Mr. Petrucci and seconded by Ms. Moody to recommend to the City Commission the adoption of the text amendment as submitted with staff recommendations. All present voted affirmative, motion carried.

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Mr. Crowe requested that this item be tabled to allow staff additional time for research.

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Mr. Crowe advised staff had not previously been aware of this particular statute that effectively prohibits Planning Boards and local governments from regulating existing ranges. Based on the City Attorney's opinion no action is required by the Board.

With no further business, meeting adjourned.

MEMORANDUM



TO: Mayor and Commissioners
City Manager

FROM: Thad Crowe, AICP
Planning Director

DATE: November 2, 2012

RE: Workshop on Riverfront Park Land Use and Zoning Issues

Summary. Land use and zoning of properties in the City are governed by the Comprehensive Plan and the Zoning Code. As required by Florida Statute 163.3177 all properties within the City must be designated with the appropriate Future Land Use Map (FLUM) category, the activities occurring on such properties must be in keeping with this FLUM, and the zoning of properties must be consistent with this FLUM designation. As the following analysis indicates, the Park south of Lemon Street has a land use conflict in that the Comprehensive Plan Future Land Use Map (FLUM) designates it as Low Density Residential. Staff recommends that the Commission take action to correct the designation to the more appropriate Recreation FLUM. Furthermore, the Downtown Riverfront zoning of the park is inconsistent with the necessary Recreation FLUM as well as the Zoning Code and must be changed to Recreation and Open Space. These amendments are important not just for consistency with the City's adopted Comp Plan and Zoning Code, but also to allow for the approved Riverfront Master Plan, which is currently not allowed by the FLUM and zoning. The City expended considerable resources –both monetary in the form of consulting and design fees exceeding \$250,000, infrastructure improvements exceeding \$1.25 million, and \$700,000 recently awarded for dock and boat launch improvements, as well as the investment of the time of citizens, staff, and elected officials to develop this plan, and this investment should be protected.

Land Use Issues. The current FLUM designation for Riverfront Park south of Lemon Street is RL (Residential, Low Density) and north of Lemon Street is COM (Commercial). The descriptions for these FLUM categories follow in italicized text.

1. Residential

Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types.

Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Medium Density (231 acres) - provides for a range of densities up to 10 units per acre.

High Density (477 acres) - provides for a range of densities up to 18 units per acre.

Residential development within the 100-year floodplain will be required to meet the standards of Policy A.1.1.1 for construction, Policy A.1.1.3 for placement of septic tank sewerage systems, and Policy A.1.4.1 for density.

Mobile homes will be permitted in accordance with F.S. 320.8285(5); manufactured homes will be permitted in accordance with F.S. 553.38(2) and community group residential homes shall be permitted in accordance with F.S. 419.001(2), (3).

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 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. The maximum height should not exceed 40 feet. 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.

Neither FLUM category is appropriate for the park. The Low Density Residential FLUM limits the property to single-family use and clearly prohibits uses that would be incompatible with residential density, which would include this park, specifically defined in the Comprehensive Plan Recreation and Open Space Element as serving up to 5,000 people and hosting a variety of large-scale festivals and fishing tournaments. While the Commercial FLUM does allow recreational uses, this FLUM is intended for privately-owned retail and service uses, not city parks. After reviewing the descriptions of other FLUM categories Staff has found that the only appropriate FLUM category for the Park is the Recreation category, as described below.

3. Recreation (158 acres)

Land designated for recreation is intended for a variety of leisure time activities. Included in this land use classification are both resource-based and activity-based sites and facilities. Resource-based sites and facilities are oriented toward natural resources; activity-based sites and facilities are those that require major development for the enjoyment of a particular activity. Activity-based sites and facilities include ball fields, golf courses, tennis courts, etc.; resource-based facilities include lakes, trails, picnic areas, etc.

New recreational facilities must be sited in locations which are compatible or can be made compatible with adjacent land uses.

Impervious surface land coverage of recreation land use shall not exceed 50 percent for active recreational development; 10 percent for passive recreational development.

Zoning. Riverfront Park is now in the DR (Downtown Riverfront) zoning district, which allows a wide variety of commercial uses which are not appropriate for the Recreation FLUM category. Given the interpretation that the Riverfront Park (and all other City parks) is only suitable for the Recreation FLUM category, it is important to note that Zoning Code Sec. 94-111 requires that (zoning) "districts as defined on the official zoning map must be consistent with adopted land uses as shown on the future land use map." The Recreation FLUM category allows only one zoning classification, which is Recreation and Open Space (ROS). This compels the City to rezone the Riverfront Park (and other City parks) to ROS.

In order to focus on the immediate need to achieve land use and zoning conformity, Staff is recommending that the Commission deny the text change allowing specific uses by conditional use at this time. It is appropriate to address the separate issue of commercial concessions within the Riverfront Park at a later date in a more deliberative manner.

Attachments: FLUM & Zoning Maps (Current and Proposed)

**Case 12-42: 301 River St. & 101 N. 1st St (Riverfront Park)
Request to Amend Comprehensive Plan Map from RL to REC, Rezone
from DB to ROS, and Revise Conditional Uses for ROS Category
Applicant: Building & Zoning Dept.**

STAFF REPORT

DATE: September 25, 2012
TO: Planning Board members
FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To annex, amend Comprehensive Plan Future Land Use Map (FLUM) from RL (Residential, Low Density) and COM (Commercial) to REC (Recreation). 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

APPLICATION BACKGROUND

The existing Riverfront Park provides an area of green space that runs approximately 1,800 feet along the river, from the US 17 bridge south. For unknown reasons the park south of Lemon St. (St. Johns Ave.) was put into the Residential Low Density future land use map category (south of St. Johns Ave.) and in the Commercial category (north of St. Johns Avenue). This is a “housekeeping” measure intended to put the park into the appropriate FLUM category, and staff will follow up at a future meeting with a similar amendment to change the northern part of the park between the US 17 bridge and Lemon St from Commercial to REC as well. Staff had previously presented this as an amendment to the PB (Public Buildings and Facilities) FLUM and has decided to instead utilize the REC FLUM category due to Planning Board concerns about potentially inappropriate development in the PB FLUM category. Staff has also added rezoning the property to the ROS (Recreation and Open Space) zoning district and providing some clarifying text revisions in this category to reflect uses that are anticipated in the Riverfront Master Plan area.

Table 1: Use Classifications

Property	FLUM	Zoning	Existing Use
Site	COM (Commercial) RL (Residential, Low Density)	DR (Downtown Riverfront)	Riverfront Park
Property to North	COM (Commercial)	DR (Downtown Riverfront)	US 17 & motel
Property to South	RL (Residential, Low Density)	R-1A (Residential, Single-Family)	Single-Family Dwelling Dock
Property to West	COM (Commercial) RH (Residential High Density)	DR (Downtown Riverfront)	Undeveloped Office
Property to East	County	County	St. Johns River

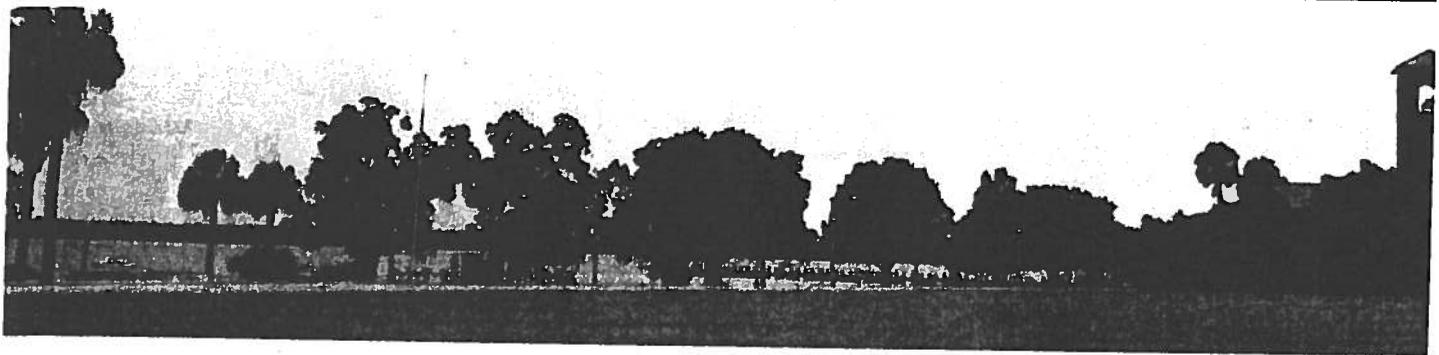


Figure 2 (above): Park from Lemon/Memorial

Figure 3 (below): Park from River St



PROJECT ANALYSIS

Future Land Use Analysis

Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff response follows each criterion, and comprehensive plan extracts are underlined).

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

The application does not conflict with goals, objectives and policies of the Comprehensive Plan. The following FLUM category would be appropriate for this park.

Policy A.1.9.3

3. Recreation (158 acres)

Land designated for recreation is intended for a variety of leisure time activities. Included in this land use classification are both resource-based and activity-based sites and facilities. Resource-based sites and facilities are oriented toward natural resources; activity-based sites and facilities are those that require major development for the enjoyment of a particular activity. Activity-based sites and facilities include ball fields, golf courses, tennis courts, etc.; resource-based facilities include lakes, trails, picnic areas, etc.

New recreational facilities must be sited in locations which are compatible or can be made compatible with adjacent land uses.

Impervious surface land coverage of recreation land use shall not exceed 50 percent for active recreational development; 10 percent for passive recreational development.

Staff Comment: Staff believes that the REC category is appropriate for this property as it allows for a wide range of recreational activities. To ensure that the REC category is consistent with the uses anticipated in the Riverfront Master Plan, Staff believes it would be appropriate to add language to the policy above that would allow within the Recreation FLUM category public museums, education centers, and limited privately-run concessions limited to restaurants and recreation-related activities.

The ROS zoning category is shown below.

Sec. 94-152. - ROS recreation/open space district.

(a) Intent. The ROS district includes lands used for activities that are associated with recreation, whether in public and/or private ownership. Open space managed by the state, county or city is also included in this district.

(b) Permitted principal uses and structures. Permitted principal uses and structures in the ROS district are as follows:

(1) Private camps, camping grounds, and recreational exhibits and areas.

(2) Public or private playgrounds and playfields.

(3) Country clubs, including golf courses and playing courts.

(4) Marinas.

(5) Fairgrounds.

(6) Open space, including natural vegetation and landscaping, water bodies, etc.

- (c) Permitted accessory uses and structures. Permitted accessory uses and structures in the ROS district are as follows:
- (1) Storage buildings for recreational equipment.
 - (2) Meeting facilities.
- (d) Conditional uses. (Conditional uses are permissible after public notice and hearing.) Conditional uses in the ROS district are as follows: Essential services, subject to buffering.
- (e) Development specifications. Development specifications for the ROS district are as follows:
- (1) Impervious surface land coverage in this district shall not exceed 50 percent for active recreational development, and ten percent for passive recreational development.
 - (2) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.
- (f) Permitted signs. Directional signs, ground signs, and wall signs.

Staff Comment: Staff believes that the Riverfront Park as it is currently functions and as anticipated in the Riverfront Master Plan generally comports with this zoning district with a similar recommendation that a public museum, education center, and limited privately-run concessions limited to a restaurant and recreation-related activities be added as permitted uses.

Provide analysis of the availability of facilities and services.

Staff Comment: 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 Comment: not applicable as the site is developed with a park.

Provide analysis of the minimum amount of land needed as determined by the local government.

Staff Comment: 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.*

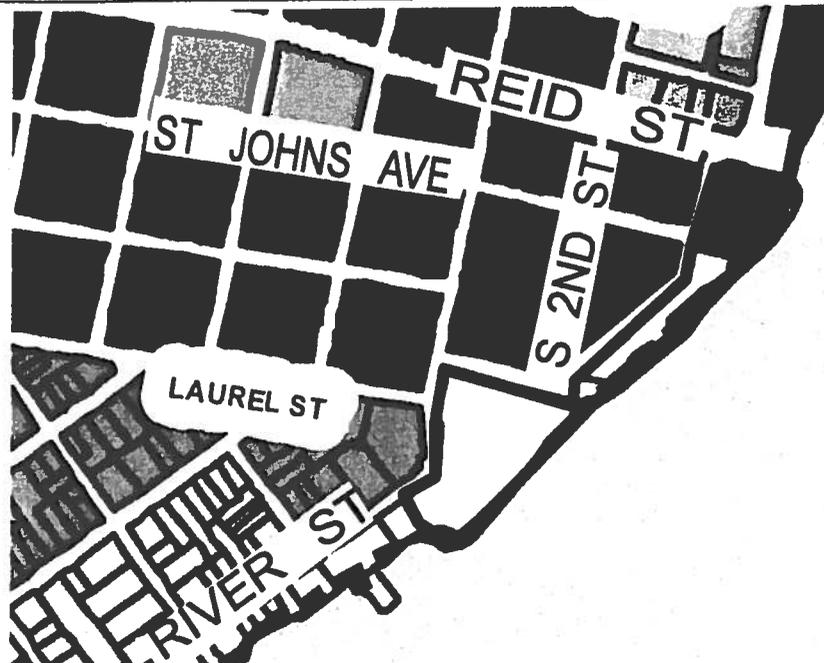
Staff Comment: the park use does not represent urban sprawl.

STAFF RECOMMENDATION

As demonstrated in this report, this application meets applicable future land use map amendment criteria. Staff recommends approval of amending the future land use map category to REC, rezoning the property to ROS, and adding the following conditional uses to the REC zoning category: restaurants and recreation-oriented private concessions.

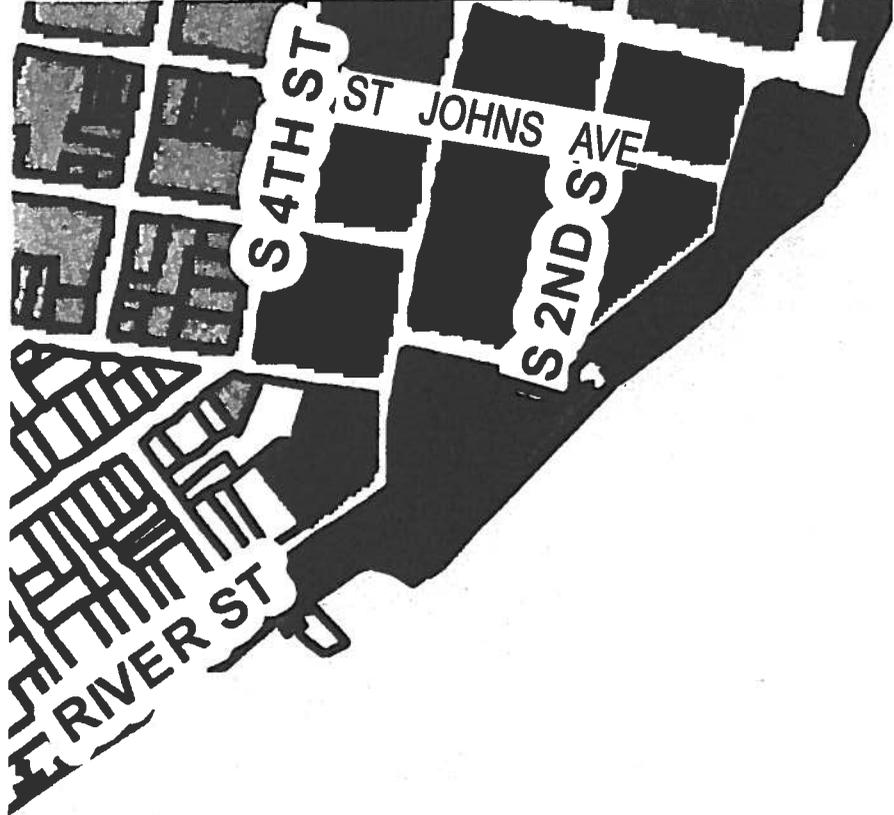
ATTACHMENTS: FLUM & ZONING MAPS

FUTURE LAND USE MAP -(CURRENT)



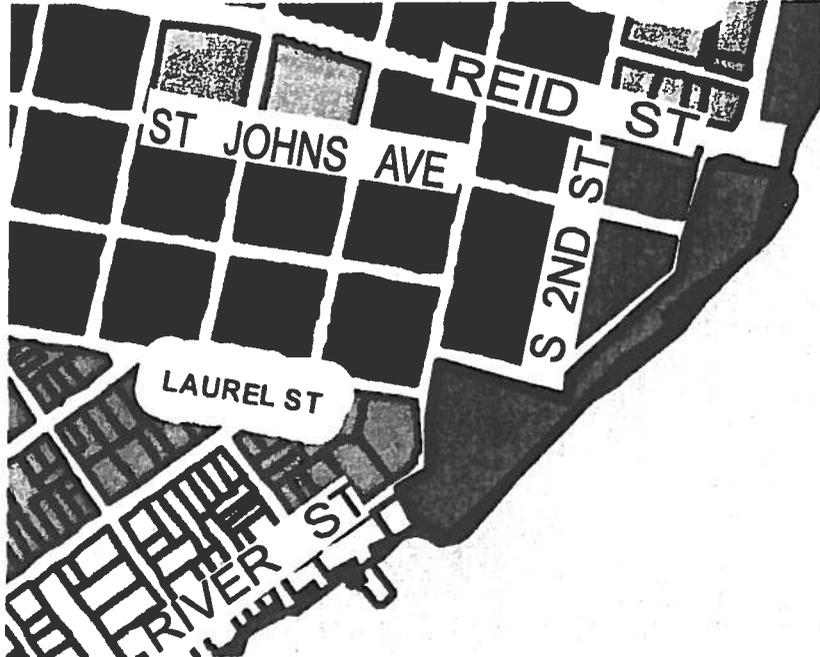
- RL
- RM
- RH
- PB
- COM

ZONING MAP- (CURRENT)



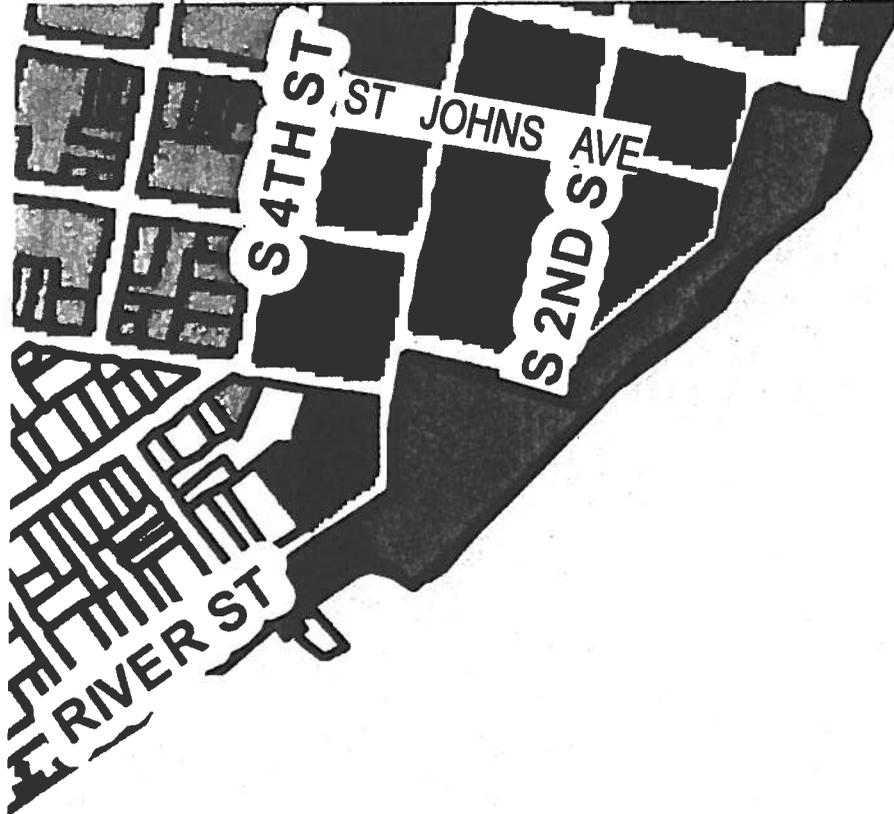
- C-2
- DB
- DR
- R-3
- R-1

FUTURE LAND USE MAP -(PROPOSED)



- RL
- RM
- RH
- PB
- COM
- REC

ZONING MAP- (PROPOSED)



- C-2
- DB
- DR
- R-3
- R-1
- ROS

Agenda Item

11



CITY COMMISSION AGENDA ITEM

SUBJECT: ADOPTION ZONING CODE TEXT AMENDMENT (HEIGHT LIMITS)

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: [X] Ordinance [] Resolution [] Motion
[X] Support Documents [] Other

SUMMARY:

This is an administrative request to revise zoning district height limits, which are now set forth in the Zoning Code by maximum height restrictions and height limitations tied to building setbacks and lot coverage. The current standards are haphazard and some districts don't even have height limits. The intent of the ordinance is to set forth rational height limits that rise as use intensity increases, and also that protect residential neighborhoods. The ordinance also revised impervious surface (paved and other areas where rainfall cannot penetrate) limitations to conform to similar Comprehensive Plan standards. A companion Comprehensive Plan amendment was adopted at the December 13, 2012 meeting, replacing height limits in Future Land Use Map categories with Floor Area Ratios (FARs), which tie height and property development potential to the size of the lot.

The Planning Board recommended approval of this item at their October 2, 2012 meeting.

RECOMMENDED ACTION:

Approve adoption

DEPARTMENT HEAD Submitted: Thad Crowe [Signature] Date: 12/28/2012
Requested Agenda Regular Date: 1/10/2013
FINANCE DEPARTMENT Budgeted Yes No [X] N/A [Signature] Date: 01/3/13
CITY ATTORNEY Approved as to Form and Correctness Date:
CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/2/13

COMMISSION ACTION: [] Approved as Recommended [] Disapproved
[] Approved With Modification [] Tabled To Time Certain
[] Other

DISTRIBUTION: [] APT [] CA [] CC [] CM [] FIN [] FD [] P&C [] PD [] PLN [] S&S [] W&S [] WTP [] WWTP

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

ORDINANCE NO. 13 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING MAXIMUM HEIGHT OF STRUCTURES, LOT COVERAGE STANDARDS, AND BUILDING SETBACKS WITHIN CERTAIN ZONING DISTRICTS, AND CONTAINED WITHIN ZONING CODE SECTION 94-145(F), SECTION 147(F), SECTION 148(F), SECTION 148(F), SECTION 149(F), SECTION 150(F), SECTION 151(F), SECTION 153(D), SECTION 154(D), AND SECTION 157(C); 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 October 4, 2012, and two public hearings before the City Commission of the City of Palatka on December 13, 2012, and January 10, 2013; 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.

Sec. 94-145. - R-3 multiple-family residential district.

(a) through (e): no change

(f) Development standards. Development standards for the R-3 district are as follows:

(1) For single-family dwellings and patio houses: Same as for the R-1 district.

- (2) For two-family dwellings, cluster housing and townhouses: Same as for the R-2 district.
- (3) For all other permitted or permissible uses:
 - a. Maximum density: 31.0 dwelling units per acre.
 - b. Minimum lot area: 7,500 square feet.
 - c. Minimum lot width: 100 feet.
 - d. Maximum impervious surface coverage for structures:
 - 1. 55 percent of parcel, with an additional one percent reduction of impervious surface for each foot of structure height exceeding 35 feet.
 - e. Maximum structure height: 60 feet.
 - f. Minimum yards:
 - 1. Front: 25 feet or one-half the height of the structure, whichever is greater.
 - 2. Side: Ten feet plus two feet for each three feet of structure height over 35 feet.
 - 3. Rear: 15 feet or one foot for each foot of height of the structure, whichever is greater.
- (g) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

Sec. 94-147. - C-1A neighborhood commercial district.

- (a) through (e): no change
- (f) Development standards. Development standards for the C-1A district are as follows:
 - (1) Maximum density: Not applicable.
 - (2) Minimum lot area: None.
 - (3) Minimum lot width: None.
 - (4) Maximum impervious surface: 70 percent of parcel.
 - (5) Maximum structure height: 35 feet.
 - (6) Minimum yards.
 - a. Front: 25 feet.
 - b. Side: Ten feet.
 - c. Rear: 15 feet, provided the minimum rear yard shall be five feet where abutting a dedicated alley.

(7) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(g) no change

Sec. 94-148. - C-1 general commercial district.

(a) through (e): no change

(f) Development standards. Development standards for the C-1 district are as follows:

(1) Maximum density:

a. Multiple-family dwellings: 18 dwelling units per acre.

b. Hotels and motels: 45.0 dwelling units per acre.

(2) Minimum lot area: None.

(3) Minimum lot width: None.

(4) Maximum impervious surface coverage:

a. Residential uses: Same as for the R-3 district.

b. All other uses: 70 percent of parcel.

(5) Maximum structure height: 35 feet.

(6) Minimum yards:

a. Residential structures: Same as for the R-3 district.

b. All other structures: Same as for the C-1A district, except that no side yard is required.

(7) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(g): no change

Sec. 94-149. - C-2 intensive commercial district.

(a) through (e): no change

(f) Development standards. Development standards for the C-2 district are as follows:

(1) Maximum density: Not applicable.

(2) Minimum lot area: None.

(3) Minimum lot width: None.

(4) Maximum lot impervious surface coverage: 70

percent of parcel, with an additional one percent reduction of impervious surface for each foot of structure height exceeding 35 feet.

(5) Maximum structure height: 48 feet.

(6) Minimum yards:

a. Front: 25 feet.

b. Rear: 15 feet, plus one additional foot for each foot of structure height exceeding 35 feet.

(7) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(g): no change

Sec. 94-150. - C-3 central commercial district.

(a) through (e): no change

(f) Development standards. Development standards for the C-3 district are as follows:

(1) For residential uses: Same as for the R-3 district.

(2) For all other uses:

a. Maximum impervious surface coverage: 70% of parcel, with an additional one percent reduction of impervious surface for each foot of structure height exceeding 35 feet.

b. Maximum structure height: 48 feet.

(3) Minimum yards:

a. Rear: 5 feet, plus one foot for each foot of structure height exceeding 35 feet.

(34) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(g): no change

Sec. 94-151. - M-1 light industrial district.

(a) through (e): no change

(f) Development standards. Development standards for the M-1 district are as follows:

- (1) Maximum density: Not applicable.
- (2) Minimum lot area: None.
- (3) Minimum lot width: 100 feet.
- (4) Maximum impervious surface coverage: 90 percent, with an additional one percent less impervious surface for each foot of structure height exceeding 35 feet.
- (5) Maximum structure height: 48 feet.
- (6) Minimum yards:
 - a. Front: 25 feet.
 - b. Side: 15 feet plus two feet for each three feet of structure height over 35 feet.
 - c. Rear: 20 feet plus two feet for each three feet of structure height over 35 feet.
- (7) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(g): no change

Sec. 94-153. - PBG-1 public buildings and grounds district.

(a) through (c): no change

(d) Development specifications. Development specifications for the PBG-1 district are as follows:

- (1) The maximum height shall not exceed 60 feet.
- (2) Maximum impervious surface coverage: 65 percent, with an additional one percent less impervious surface for each foot of structure height exceeding 35 feet.
- (23) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(e): no change

Sec. 94-154. - PBG-2 other public facilities district.

(a) through (c): no change

(d) Development standards. Development standards for the PBG-2 district are as follows:

- (1) Maximum impervious surface coverage: 25%.
- (2) Maximum height: 35 feet.
- (3) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(e): no change

Sec. 94-157. - PUD planned unit development district.

(a) through (b): no change

(c) Design standards. Design standards for PUD districts are as follows:

- (1) References to residential, commercial, industrial and recreational land uses in the PUD shall carry the same density/intensity of use as provided for in individually designated districts.
- (2) The PUD may contain a mixture of residential, commercial, industrial and recreational land uses so long as these uses are made compatible through spatial, landscaping or structural buffering techniques.
- (3) Maximum height: 60 feet.
- (4) All construction shall be on continuous perimeter poured concrete footers measuring a minimum of 24 inches wide by eight inches deep. All construction also shall include a continuous masonry enclosure wall from the ground to the bottom exterior of the floor system.

(d): no change

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 10th day of January, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk



exception application on an individual basis. There is not a large benefit to the overall City for a single residential property annexation, but collectively that does grow the tax base. The benefit to the single residential property owner is that they pay a lot less in their water bill than for those with annexation agreements and they no longer have to pay a surcharge on their water bill. They will also get the other city services including dedicated police and fire protection, which could result in a lower rate on their insurance premium. For the City to provide efficient services, boundaries must be squared up so better services can be provided at a lower cost.

Mr. Wallace asked Mr. Czymbor if the cost of a gallon of water meets or exceeds the cost of producing that gallon of water.

Mr. Czymbor replied that the City is not there yet but is getting closer, which is why the Commission just adopted a rate increase. The treatment plant where the water is made is state-of-the-art, and the City should be set for approximately 25 years other than plant routine maintenance. The City's next priority is to come up with enough revenue to replace the 100-year old water mains.

Mr. Petrucci stated that he understood but still had concerns that the necessary maintenance-related improvements just discussed won't receive the same attention as maybe a big user and their needs.

Mr. Czymbor explained that hypothetically, if the City were to serve a large customer like Georgia Pacific, the amount of revenue that would be taken in would more than pay for the cost of the service. So that would provide the City with additional revenue do more routine maintenance and capital improvements that the City need to do but just don't have the revenue for at this time.

Discussions continued regarding the need for a stimulus for economic development to encourage growth of the City and the unincorporated area as well as the opportunity to offer a better quality of life for the people of the City of Palatka.

Mr. Crowe stated that there is a need to look at this amendment holistically, because if it is a successful strategy then the City and County are not just going to see piecemeal occurrences of new growth and development in the Palatka urban area but a more holistic and comprehensive growth pattern.

Motion made by Mr. Wallace and seconded by Ms. Moody to recommend to the City Commission adoption of the text amendment as submitted with staff recommendations. The motion passed with four yeas and a dissenting vote cast by Mr. Petrucci.

Case 12-38 An administrative request to amend Zoning Code Sec. 94-145, 94-146, 94-148, 94-149, 94-150, 94-152, 94-154, 94-155, to provide for height limits in various zoning districts, and to revise height limit for Planned Industrial Development District Sec. 94-163 (tabled from September meeting).

Mr. Crowe explained that at the June 5, 2012 meeting the Board recommended approval of the proposed text amendment to eliminate height limits in the Future Land Use Map (FLUM) categories. When the amendment was transmitted to state agencies, F.D.O.T objected on the basis that FLUM categories should provide a measurable standard so the agencies can gauge potential development and the resulting potential impacts on their state roadways. Right now, Staff is focusing on zoning code height limits because they are a hodgepodge, with some of the districts having no height limits and limits in other districts not seeming to have a lot of rationality. In looking at comparable jurisdictions, the City's height limits are generally lower. Staff believes that the City's height limits should be in the mean of comparable jurisdictions, to allow the City to better compete for new

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development. He believes that an appropriate community standard for height for the City would be a across-the-board cap of 60 feet, allowable in the R- 3, the downtown zoning districts, and Public Buildings and Grounds district. He added that more of a middle range of 48 feet in the commercial and industrial districts was appropriate with a 35-foot limit for the residential districts. He added that some of the lot coverage standards could be replaced with impervious coverage limitations for buildings over 35 feet. For an example the higher you go, it would require one percent of green space (pervious) for each foot over 35 feet. He recommended approval of the revised height limits and the non-residential height standards.

Motion made by Ms. Moody and seconded by Ms. Gooding to approve the amendment with staff recommendations. All present voted affirmative, motion carried.

Case 12-42: An administrative request to amend the Comprehensive Plan Future Land Use Map designation for 301 River St. (Riverfront Park) from RL (Residential, Low) and COM (Commercial) to REC (Recreation), to amend the zoning designation from DR (Downtown Riverfront) to ROS (Recreation/Open Space District), and to amend ROS zoning district text to allow for restaurants and recreation-oriented private concessions by conditional use.

Mr. Crowe explained that this text amendment had been before the Board for consideration of placing the Riverfront Park in the Public Buildings and Grounds FLUM category, and now the proposal is to put it in the Recreation category which he believes is a more appropriate designation. He added that this request also includes a text amendment to the Recreational Open Space zoning designation that would allow for restaurants and recreation-oriented private concessions, by conditional use (requiring approval by the Planning Board).

Discussion ensued regarding the some of the similarities and differences between a conditional use and a Planned Unit Development (PUD), with the consensus being that a Conditional Use would provide a similar approach to a PUD that would be both flexible and customized.

Motion made by Mr. Petrucci and seconded by Ms. Moody to recommend to the City Commission the adoption of the text amendment as submitted with staff recommendations. All present voted affirmative, motion carried.

Case 12-51: Administrative request for a text amendment to the zoning code regarding mixed-use criteria for Downtown residential uses including density, design and locational standards.

Mr. Crowe requested that this item be tabled to allow staff additional time for research.

Motion made by Ms. Moody and seconded by Mr. Petrucci to table this case until the November 6, 2012 meeting. All present voted affirmative, motion carried.

Case 12-43: Consideration of revocation of conditional use for outdoor shooting range located at 404 N. Moody Rd. based on City Attorney findings pertaining to local regulation of existing shooting ranges (Florida Statute 790.333).

Mr. Crowe advised staff had not previously been aware of this particular statute that effectively prohibits Planning Boards and local governments from regulating existing ranges. Based on the City Attorney's opinion no action is required by the Board.

With no further business, meeting adjourned.

**Request to Amend Comprehensive Plan Text
Provide or Revise Height Limits for Certain Zoning Categories
Applicant: Building and Zoning Dept.**

STAFF REPORT

DATE: September 25, 2012

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

To consider an administrative text amendment to the Zoning Code, specifically to Chapter 94 Zoning, Article III Districts, regarding zoning district building heights. Public notice included legal advertisement.

APPLICATION BACKGROUND

At the June 5, 2012 meeting the Board recommended approval of removing height limits in future land use map (FLUM) categories. The purpose of this was to eliminate conflict between FLUM and zoning height limits and to provide a single set of zoning height limits. The following table shows height limits for structures as set forth for FLUM categories as well as for zoning categories. After discussions with objecting state agencies, Staff is proposing in a companion amendment (also on this month's agenda) to amend the comprehensive plan to replace FLUM height limits with Floor Area Ratios. The following table shows current FLUM and zoning code height limits.

Table 1: Comprehensive Plan and Zoning Code Structure Height Limits

FLUM category	FLUM Height Limit	Zoning Category	Zoning Ht. Limit
Residential	None	R1AA, R-1A, R-1, R-2	35 feet
		R-3	None
		R-4	None
		HD (historic)	*
Commercial	40 feet	C-1A	35 feet
		C-1,	None
		C-2, C-3	None
		DB & DR (downtown)	60 feet
Industrial	45 feet	M-1	50 feet
		PID (industrial)	45 feet
Recreation	None	ROS	None
Public Buildings & Grounds	40 feet	PBG-1	None
Other Public Facilities	None	PBG--2	None
		AP-1 & AP-2 (airport)	Det. By FAA
Conservation	None	CON	20 feet
Agriculture	None	OR	35 feet
All FLUMs		PUD	*

* Historic district and PUD height limits are controlled by design and compatibility criteria [Municipal Code Sec. 54-79 & Sec. 94-236(e)]

The table below shows height limits for other comparable jurisdictions. Palatka height limits are generally lower than other towns, with the notable exception of multi-family height, which is governed only by minimum open space and building setbacks (to be discussed later in this report).

Table 2: Zoning Height Limits for Comparable Jurisdictions

Town	Single-Fam. Height Max.	Multi-Fam. Height Max.	Commercial Height Max.	Industrial Height Max.	Intensive Comm./ Ind. Height Max	Downtown Height Max.
Arcadia	35'	50'	60'	100'	60'/100'	60'
Brooksville	35'	48'	48'	48'	48'	48'
DeLand	35'	65'	55'	65'	80'	80'
Dunedin	35'	50'	50'	50'	60'	52'
Dunellon	40'	50'	50'	50'	60'	50'
Eustis	35'	45'	35'	35'	35'	74'
Lake Wales	35'	45'	45'	45'	45'	45'
Leesburg	35'	45'	40'	40'	72'	100'
Mt. Dora	35'	35'	35'	150*	35'	35'
Ocala	35'	50'	35'	35'	50'/150'	150'
Oviedo	35'	35'	35'	35'	35'	65'
Palatka	35'	None **	35'	45'	50'	60'
Sebring	35'	45'	50'	50'	50'	50'
Average	35'	47'	44'	58'	58'	67'

* Employment Center future land use map category (Industrial Park)

* Height limit determined by setbacks – twice the front/rear setback and three times the side setback

Higher height limits provide the potential to maximize use of property. While usually the restrictions of the Americans with Disabilities Act (ADA) discourage upper floor development, there are opportunities for multi-story office, commercial, or multi-family development. Taller buildings can provide more open/green space, when required. Generally a 35-foot height limit equates to two stories, a 48-foot height limit allows three stories, and a 60-foot height limit allows four stories (height is measured from the curb level to the mean point of the roof between eaves and high point). Building height is subject to variance requests, but the variance criteria would typically not justify taller buildings as they are based on peculiar physical characteristics of property.

Staff believes that an appropriate community standard for height for the City would be a cap of 60-feet, allowable in the downtown and Public Buildings and Grounds zoning districts. This recognizes the role of downtown as the historic center of intensity within the City, and also recognizes the potential for taller public and College buildings.

Table 3 summarizes the following recommended zoning district height limits (shown in shaded text).

Table 3: Comprehensive Plan and Zoning Code Structure Height Limits

FLUM category	Zoning Category	Zoning Ht. Limit	Proposed Zoning Ht. Limit **
Residential	R1AA, R-1A, R-1, R-2	35 feet	35 feet
	R-3	None	60 feet
	R-4	None	35 feet
	HD (historic)	*	* AND 45 feet
Commercial	C-1A	35 feet	35 feet
	C-1,	None	35 feet
	C-2, C-3	None	48 feet
	DB & DR (downtown)	60 feet	60 feet
Industrial	M-1	50 feet	48 feet
	PID (industrial)	45 feet	48 feet
Recreation	ROS	None	35 feet
Public Buildings & Grounds	PBG-1	None	60 feet
Other Public Facilities	PBG--2	None	35 feet
	AP-1 & AP-2 (airport)	Det. By FAA	Det. By FAA
Conservation	CON	20 feet	20 feet
Agriculture	OR	35 feet	35 feet
PUD		*	* AND 60 feet

* Historic district and PUD height limits are controlled by design and compatibility criteria [Municipal Code Sec. 54-79 & sec. 94-157]

** Height of limited architectural features not used for human habitation such as church spires or height of performing arts venues utilizing interior "fly space" may exceed maximum heights by not more than 50%

"Sliding Scale" Height Limits

Palatka's current multi-family height standards linked to lot coverage are shown below [Sec. 94-145(3)(f).] The standard below requires more open space as buildings get taller.

d. Maximum lot coverage for structures:

1. Up to 35 feet in height: 35 percent.
2. Thirty-six to 50 feet in height: 30 percent.
3. Fifty-one to 75 feet in height: 25 percent.
4. Seventy-six to 100 feet in height: 20 percent.
5. Over 100 feet in height: 15 percent.

This standard limits building footprints more as they grow taller, since taller buildings can provide more square footage with smaller building footprints. This limitation does not translate to more green space, as open space includes paved areas, stormwater ponds, etc. To "soften" the visual impacts of taller buildings Staff recommends the alternative approach of minimum pervious areas (landscape area) for taller buildings. The base standard of 35% lot coverage by building footprint at a 35-foot height roughly equates to 25% pervious surface coverage when parking is taken into account. Requiring an additional percentage point for each foot in height over the 35-foot height limit would require 38% minimum pervious surface for a 48-foot tall building and 50% minimum pervious surface for a 60-foot tall building.

In addition, current standards prescribe that larger the lot is, the taller a multi-family structure can be – multi-family height is limited by the following yard/setback standards found in Sec. 94-145(3)(f) as noted below.

f. *Minimum yards*

1. *Front: 25 feet or one-half the height of the structure, whichever is greater.*
2. *Side: Ten feet plus one foot for each three feet of structure height over 35 feet.*
3. *Rear: 15 feet or one-half the height of the structure, whichever is greater.*

These provisions require that as multi-family building height increases, the setbacks from property lines increase. A four-story/60-foot tall building would increase the setbacks for a 35-foot tall building from a 25-foot to a 30-foot front and rear yard setback and a 10-foot to an 18.3-foot side setback. A property that provided 50-foot front and rear setbacks and 33-foot side setbacks could have up to a 100-foot tall structure. The intent of this standard is to lessen the visual impact of tall buildings by backing them away from streets and adjoining property lines. These yard/setback adjustments produce small results – an extra five foot front and rear setback for a 60 foot (four/five-story building) and an extra 25 feet for a 100-foot (eight/nine-story building). Staff believes that the setback standards should be foot-for-foot (height-to-setback) for height that exceeds the base 35-foot height limit, to provide for more meaningful buffering for taller apartment buildings. (Staff would not recommend applying this standard to the front setback to encourage more “pedestrian emphasis” by allowing buildings closer to the street which would also pull the architecture to the street and push the parking to the sides and rear.) Revised rear and side setback standards for taller buildings would for a 48-foot tall building require a 28-foot rear setback (13 feet beyond the 15-foot required setback) and a 23-foot side setback (13 feet beyond the 10-foot required setback), and for a 60-foot tall building would require a 40-foot rear setback and 35-foot side setback for a 60-foot tall building.

Staff further believes that the revised multi-family height-related development standards should apply to not just multi-family uses but also to other nonresidential buildings that exceed 35 feet when such buildings are located adjacent to any residential zoning district, except for development in the downtown district (the historic downtown development pattern results in buildings covering much of their lots with little ability to increase setbacks).

d. ~~Maximum~~ Minimum lot coverage pervious surface coverage for structures development:

1. Up to 35 feet in structure height: 35 25 percent minimum pervious surface.
2. ~~Thirty six to 50 feet in height: 25 percent~~ Over 35 feet in structure height: one percent additional pervious surface for each additional foot of structure height.
3. ~~Fifty one to 75 feet in height: 25 percent.~~
4. ~~Seventy six to 100 feet in height: 20 percent.~~
5. ~~Over 100 feet in height: 15 percent.~~

f. *Minimum yards*

1. *Front: (no change).*
2. *Side: (Required setback) plus one foot for each three feet foot of structure height over 35 feet.*
3. *Rear: (Required setback) or one-half foot for each foot of the height of the structure, whichever is greater.*

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: the following justifications are applicable.

- The amendment would provide height limits for all zoning districts in a rational and consistent manner
- The amendment would allow for a higher (60-foot) height limit for more intensive zoning districts like the downtown and Public Buildings and Facilities districts.
- The amendment would provide further protection for single-family and two-family residential neighborhoods from taller nonresidential and multi-family buildings by requiring that such buildings provide more green space and be pushed back from rear and side property lines.

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.

The following Comprehensive Plan policies (shown in *italics*) are applicable to this amendment.

Policy A.1.3.2 *9J-5.006(3)(c)2, 7*

By June 2008, the Building Official shall review the City's Zoning Code and Subdivision Regulation to ensure that current buffering and separation standards between land uses of different densities or intensities of use remain sufficient to ensure compatibility between uses, or mitigate the effects of more dense / intense uses on less dense / intense uses.

STAFF RECOMMENDATION

Staff recommends the following revised height limits as shown in shaded text for zoning categories, and also recommends the zoning code text changes regarding maximum lot coverage and minimum yards (setbacks) following the table, applicable for nonresidential development in specified zoning districts that is adjacent to single and two-family residential zoning districts (applicable to Zoning Code Section 94-145(f), Section 94-147(f), Section 148(f), Section 149(f), Section 150(f), Section 151(f), Sections 153(d), Section 154(d), and Section 157(c).

Table 4: Height Limit Revisions (Zoning Code Sections 94-141 through 94-163)

FLUM category	Zoning Category	Proposed Zoning Ht. Limit **
Residential	R1AA, R-1A, R-1, R-2	35 feet
	R-3	60 feet
	R-4	35 feet
	HD (historic)	* AND 45 feet
Commercial	C-1A	35 feet
	C-1,	35 feet
	C-2, C-3	48 feet
	DB & DR (downtown)	60 feet
Industrial	M-1	48 feet
	PID (industrial)	48 feet
Recreation	ROS	35 feet
Public Buildings & Grounds	PBG-1	60 feet
Other Public Facilities	PBG--2	35 feet
	AP-1 & AP-2 (airport)	Det. By FAA
Conservation	CON	20 feet
Agriculture	OR	35 feet
PUD		* AND 60 feet

* Maximum impervious surface coverage replaces maximum lot coverage

** Maximum impervious surface coverage - repeats Future Land Use Map value.

** when exceeding 35 feet in structure height is exceeded, one percent less in additional impervious surface area for each additional foot of structure height is required.

* Minimum yards

** Front: (no change).

** Side and rear (when applicable) yards of required setback requires an additional two feet (increased from one foot) for each three feet of structure height over 35 feet.

** Rear yard (when applicable) requires greater of 15 feet or one foot (increased from one-half foot) for each foot of structure height, whichever is greater.

*Agenda
Item*

12



CITY COMMISSION AGENDA ITEM

SUBJECT: ORDINANCE ZONING CODE TEXT AMENDMENT (DOWNTOWN RESIDENTIAL STANDARDS) - 2ND READING, ADOPT

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: [X] Ordinance [] Resolution [] Motion [X] Support Documents [] Other

SUMMARY:

This is an administrative request addressing discrepancies and setting forth basic standards for residential uses in downtown zoning districts, with the following changes recommended approval by the Planning Board at their November 6, 2012 meeting.

- Eliminate obsolete language pertaining to grandfathering residences existing prior to 2003
• Amend code to allow ground floor residential uses on side streets, Oak Street, and north side of Laurel Street, now prohibited by current code.
• Allow for efficiency apartment size under 500 square feet by conditional use permit.
• Establish overall downtown density at 20 units per acre, which for the 105 acres of downtown zoning would allow for a potential 2,100 units.
• Raise number of units from one to three within a single tax parcel (typically this is one downtown building) that are exempt from minimum parking requirements.
• Provide complete parking exemption from minimum parking requirements for buildings with local historic district or property designation.
• Provide a bicycle parking space credit for up to 15% of required minimum parking, with one parking space equating to a bicycle rack for minimum three bicycles.
• Re-establish allowance for off-site parking to satisfy parking requirements within 1,200 feet of property.

RECOMMENDED ACTION:

Pass ordinance on 2nd reading for adoption

DEPARTMENT HEAD Submitted: Thad Crowe [Signature] Date: 12/28/2012
Requested Agenda Regular Date: 1/10/2013
FINANCE DEPARTMENT Budgeted Yes No N/A Date:
CITY ATTORNEY Approved as to Form and Correctness Date:
CITY MANAGER Approved Agenda Item For: [Signature] Date: 1/3/2013

COMMISSION ACTION: [] Approved as Recommended [] Disapproved
[] Approved With Modification [] Tabled To Time Certain
[] Other

DISTRIBUTION: [] APT [] CA [] CC [] CM [] FIN [] FD [] P&C [] PD [] PLN [] S&S [] W&S [] WTP [] WWTP

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

ORDINANCE NO. 13 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, REVISING
DEVELOPMENT AND PARKING STANDARDS
FOR RESIDENTIAL USES IN DOWNTOWN
ZONING DISTRICTS, AND CONTAINED
WITHIN ZONING CODE SECTION 94-161
AND 94-162; 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 November 6, 2012, and two public hearings before the City Commission of the City of Palatka on December 13, 2012, and January 10, 2013; 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 94-161 & 94-162 - DOWNTOWN BUSINESS &
DOWNTOWN RIVERFRONT ZONING DISTRICTS

(a): no change

(b) Permitted principal uses, activities, and structures

(1) through (4): no change

(5) Residential uses, subject to development standards of this section.

(c): no change

(d) Prohibited uses, activities, and structures. In addition to the expressly prohibited uses,

activities, and structures listed herein, any uses, activities, or structures not specifically listed shall be prohibited. Prohibited uses, activities, and structures are as follows:

- (1) Adult entertainment establishments, uses, and activities (as defined and regulated by chapter 3 of the Municipal Code).
- (2) Communication towers.
- (3) Drive-through facilities.
- (4) Manufacturing, fabrication, and assembly activities, except as a conditional accessory use.
- (5) Outside sale, display, rental, or storage of construction equipment, rental trucks and trailers.
- (6) Roadside vending.
- (7) Rooming and boarding houses.
- (8) Warehousing and/or storage, except as an accessory use.

(e) Conditional uses, activities, or structures. Unless otherwise expressed herein, uses not specifically listed as conditional shall be prohibited conditional uses, activities, or structures are as follows:

- (1) Car wash facilities.
- (2) Colleges, vocational schools and preschools.
- (3) Community production or movie theaters.
- (4) Convention facilities.
- (5) Dry cleaning and laundry retail service and self-service establishments.
- (6) Dwelling, one-family or single-family, excluding parcels abutting St. Johns Avenue.
- (7) Hotels and motels.
- (8) Marinas, with or without fuel dispensing facilities.
- (9) Multi-level parking facilities and commercial parking lots.
- (10) Outdoor recreational activities (i.e.: watercraft rentals; rental of bicycles; rental of mopeds or scooters with a motor rated not in excess of two brake horsepower and displacement not to exceed 50 cubic centimeters; trolleys or carriages for hire).
- (11) Outdoor amphitheaters and parks.

- (12) Residential dwellings consisting of three or more units located above the first floor of a commercial use.
- (14) The expansion or reconstruction of any use which existed within the district on the effective date of the establishment of the district which is not otherwise permitted or permissible.
- (f): no change
- (g) Development standards
 - (1) no change
 - (2) For residential uses: All new (after May 1, 2003) residential uses shall be above the first floor for buildings fronting on St. Johns Avenue as secondary to a permitted use and shall be complete residential dwelling units as defined by the Florida Building Code and shall be regulated as to size by the following:
 - a. Efficiency/one bedroom: 300 total square feet.
 - b. One bedroom: 500 total square feet
 - c. Two bedroom: 650 total square feet.
 - d. Three bedroom: 800 total square feet.
 - e. Each additional bedroom: add 150 total square feet.
 - f. Maximum building or structure height: 60 feet.
 - g. Maximum Density: 20 units per acre, as calculated for entire DB and DR zoning districts.
- (h): no change
- (i) Off-street parking and loading. (See also section 94-261 of article V.) Parking requirements are as follows:
 - (1) Residential: One space per dwelling unit, no additional parking spaces shall be required for a single three or less residential units located within any single "tax parcel". For purposes of this ordinance, "tax parcel" shall mean all real estate and improvements assessed under one tax parcel number by the Putnam County Property Appraiser and Putnam County Tax Collector.
 - (2) Properties designated within local historic districts, or designated individually as historic, are exempt from minimum parking requirements.
 - (3) Credit for one parking space shall be provided for an on-site bicycle rack holding at least

three bicycles, up to 15% of required minimum parking.

Section 94-261 - OFF STREET PARKING AND LOADING

(a) through (d): no change

(e) Location of parking facilities on separate lot. The required off-street parking facilities shall be located on the same lot or parcel of land they are intended to serve; provided, however, that the planning board may allow the establishment of such off-street parking facilities within 1,200 feet for all uses in the DB and DR zoning districts and 600 feet for other than residential uses in all other districts of the premises they are intended to serve when:

- (1) Practical difficulties prevent the placing of the facilities on the same lot as the premises they are designed to serve;
- (2) The owner of the parking area enters into a written agreement with the city and the owner of the property in need of off-site parking, with enforcement running to the city, and providing that the parking area shall be utilized as off-site parking so long as the facilities are required; and
- (3) The owner agrees to bear the expense of recording the agreement and agrees that the agreement shall bind his heirs, successors and assigns. The written agreement shall be voided by the city if other off-street facilities are provided in accord with this article.

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 10th day of January, 2013.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk



**CITY OF PALATKA
PLANNING BOARD MEETING MINUTES
November 13, 2012**

The meeting was called to order by Vice-Chairman Daniel Sheffield at 4:00 pm. **Other members present:** Carl Stewart, Earl Wallace, Lavinia Moody, George DeLoach and Joe Pickens. **Members absent:** Joseph Petrucci, Judith Gooding and Anthony Harwell. **Also present:** Planning Director Thad Crowe and Recording Secretary Pam Sprouse.

Motion was made by Mr. Sheffield and seconded by Mr. Pickens to approve the minutes with corrections (to remove the first word "producing" from Mr. Wallace's statement on page 6) for the October 2, 2012 meeting. All present voted affirmative, motion carried.

Chairman Stewart read the appeal procedures and requested that disclosure of any ex parte communication be made prior to each case.

OLD BUSINESS

Case 12-33 Administrative request to amend Comprehensive Plan Future Land Use Element Policy A.1.9.3 to remove height limitations and add floor area ratios to Future Land Use Map categories

Mr. Crowe advised that this was originally heard in June Comprehensive Plan Future Land Use Map categories and the Zoning Code had measurable standards for potential development. The state agency forwarded comments regarding the need for our Comprehensive Plan Land Use categories to have measurable standards to potential development and they felt that without height limits, there would not be that measurable outcome of each land use category. They agreed to the use of Floor Area Ratios (F.A.R.), which is a simple ratio of building space to land. He reviewed examples of different proportional ratios. Mr. Crowe explained that a survey was done with the intent to try and match up the ratio formulas to the height limits in the zoning code. He added that the intent was to "true up" the Comp Plan height limits with the Zoning code, as there is conflict between them. He believes that the F.A.R. is a more flexible option that still controls development potential of land instead of height limits. He recommended approval.

Mr. Pickens asked if this is something that a tentative agreement has been reached with the Department of Transportation (D.O.T.) about, and is this formula used in a lot of other place.

Mr. Crowe replied yes many other areas use this formulation, and that the Department of Economic Opportunity had suggested it and the D.O.T. said they were fine with that.

Motion was made by Mr. Sheffield and seconded by Ms. Moody to recommend approval of the amendment as submitted by staff to the City Commission. All present voted affirmative. Motion carried.

Case 12-41: Administrative request to amend the zoning code to add density, design and locational standards for mixed-use residential and nonresidential uses in downtown zoning districts.

Mr. Crowe explained that this is something that staff is obliged to do. It stems from last year, when staff found that the Commercial Land Use category, in the Future Land Use Element, really did not allow for residential uses - period. This has been misinterpreted in the past, so the Comp Plan was amended to allow for residential

uses in the commercial category in the downtown zoning districts only, and with that amendment, we said that we would develop some basic locational and design standards for residential in the downtown area. He reviewed the following proposed code revisions:

- Eliminate obsolete language pertaining to grandfathering residences existing prior to 2003 – this is already covered in the Code's nonconforming structures and uses section (Sec. 94-114 & 94-115).
- Eliminate requirement that uses with more than three units receive conditional use approval – this will remove a barrier for downtown residential development.
- Amend code to allow ground floor residential uses on side streets, Oak Street, and north side of Laurel Street, now prohibited by current code – this would legitimize the existing homes along these streets and leave only buildings fronting on St. Johns Avenue subject to the prohibition of ground floor residential.
- Reduce minimum size of efficiency from 500 SF to 300 SF (other minimum sizes stay the same as follows: one bedroom is 500 SF, two bedrooms is 650 SF, and then 150 SF is required for each additional bedroom above two bedrooms).
- Establish overall downtown density at 20 units per acre, which for the 105 acres of downtown zoning would allow for a potential 2,100 units.
- Raise number of units from one to three within a single tax parcel (typically this is one downtown building) that are exempt from minimum parking requirements.
- Provide complete parking exemption from minimum parking requirements for buildings with local historic district or property designation.
- Provide a bicycle parking space credit for up to 15% of required minimum parking, with one parking space equating to a bicycle rack for minimum three bicycles.
- Allow for off-site parking to satisfy parking requirements within 1,200 feet of property (currently in the Code and applicable to C-3, which is the old downtown zoning district predating the current DB and DR districts, which were established in 2003).

Ms. Moody disclosed the fact that the proposed amendment could potentially impact her, as she lives in the downtown area.

Discussion took place regarding having a minimum number of units and square feet in place for multiple residential units requiring a conditional use approval. Staff stated that design standards have been drafted for the downtown area and in the near future they intend to develop a Historic District with design standards. These should address some of the issues the Board may be concerned about. It was Board consensus that it might be premature to eliminate the requirement that uses with more than three units receive conditional use approval and they wanted to require that if the minimum square foot size of efficiency was reduced, it would require a conditional use approval. Staff agreed.

Motion was made by Mr. Pickens and seconded by Mr. Pickens to accept staff's recommendations for the zoning code amendment with the following exceptions: (1) not eliminate the requirement that uses with more than three units receive a conditional use approval and (2) to amend the recommendation regarding reducing the minimum square to require that any unit size below a minimum of 500 square feet require a conditional use approval. All present voted affirmative. Motion carried.

Case 12-41
Request to Amend Zoning Code
(Downtown Residential Standards)
Applicant: Building and Zoning Dept.

STAFF REPORT

DATE: November 5, 2012

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

An administrative request to amend the Zoning Code to provide criteria for residential uses in downtown zoning districts. Public notice included legal advertisement.

APPLICATION BACKGROUND

The impetus for this application is in the 2011 Comprehensive Plan amendment which amended the description of the Commercial land use category, as shown below.

Policy A.1.9.3 9J-5.006(3)(c)7

Land Development Regulations adopted, to implement this Plan shall be based on the following land use standards:

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 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. The maximum height should not exceed 40 feet. 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 proposes the following code revisions to implement the above policy, as recommended below.

- Eliminate obsolete language pertaining to grandfathering residences existing prior to 2003 – this is already covered in the Code's nonconforming structures and uses section (Sec. 94-114 & 94-115).
- Eliminate requirement that uses with more than three units receive conditional use approval – this will remove a barrier for downtown residential development.
- Amend code to allow ground floor residential uses on side streets, Oak Street, and north side of Laurel Street, now prohibited by current code – this would legitimize the existing homes along these streets

and leave only buildings fronting on St. Johns Avenue subject to the prohibition of ground floor residential.

- Reduce minimum size of efficiency from 500 SF to 300 SF (other minimum sizes stay the same as follows: one bedroom is 500 SF, two bedroom is 650 SF, and then 150 SF is required for each additional bedroom above two bedrooms).
- Establish overall downtown density at 20 units per acre, which for the 105 acres of downtown zoning would allow for a potential 2,100 units.
- Raise number of units from one to three within a single tax parcel (typically this is one downtown building) that are exempt from minimum parking requirements.
- Provide complete parking exemption from minimum parking requirements for buildings with local historic district or property designation.
- Provide a bicycle parking space credit for up to 15% of required minimum parking, with one parking space equating to a bicycle rack for minimum three bicycles.
- Allow for off-site parking to satisfy parking requirements within 1,200 feet of property (currently in the Code and applicable to C-3, which is the old downtown zoning district predating the current DB and DR districts, which were established in 2003).

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: the following justifications are applicable.

- The amendment would encourage re-use of existing properties including upper-floor downtown space.
- The amendment would implement Comprehensive Plan policies as noted below.
- The amendment would provide for reasonable restrictions for residential uses downtown that would compliment and protect retail uses.
- The amendment would encourage a vibrant, live-work-shop downtown community.

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 following Comprehensive Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of the Comprehensive Plan. In regard to the policies listed above, the amendment is in line with stated purposes of promoting infill development, renewing blighted properties, encouraging the use of existing commercial areas, and practicing innovative development planning.

FUTURE LAND USE ELEMENT

Objective A.1.2 *9J-5.006(3)(b)2*

Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.

Policy A.1.6.1 9J-5.006(3)(c)

Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

Policy A.1.6.2 9J-5.006(3)(c)3

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

Objective A.1.8 9J-5.006(3)(b)9; F.S. 187.201(16)(b)3

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;
- Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and
- A mix of land use to promote convenience in the location of related uses and to reduce travel congestion and costs.

Policy A.1.9.3 (see Page 1)

STAFF RECOMMENDATION

Staff recommends the following revisions to the off-street parking and loading standards pertaining to required paving, with excerpts from the Zoning Code shown in italics with new language in underlined text and ~~deleted text stricken~~.

Section 94-161 & 94-162 – DOWNTOWN BUSINESS & DOWNTOWN RIVERFRONT ZONING DISTRICTS

(a): no change

(b) *Permitted principal uses, activities, and structures*

(5) *Residential uses, subject to development standards of this section. shall be as follows:*

~~a. Residential dwellings existing prior to May 1, 2003.~~

~~b. New (after May 1, 2003) residential dwelling units consisting of two or less units located above the first floor of a commercial use.~~

~~c. New (after May 1, 2003) residential dwelling units consisting of three or more units located above the first floor of a commercial use allowed as a conditional use only. (See also subsection (e) of this section)~~

(c): no change

(d) *Prohibited uses, activities, and structures. In addition to the expressly prohibited uses, activities, and structures listed herein, any uses, activities, or structures not specifically listed shall be prohibited. Prohibited uses, activities, and structures are as follows:*

- (1) Adult entertainment establishments, uses, and activities (as defined and regulated by chapter 3 of the Municipal Code).
 - (2) Communication towers.
 - (3) Drive-through facilities.
 - (4) Manufacturing, fabrication, and assembly activities, except as a conditional accessory use.
 - (5) Outside sale, display, rental, or storage of construction equipment, rental trucks and trailers.
 - ~~(6) Residential dwellings on the first floor constructed or converted after May 1, 2003.~~
 - ~~(76) Roadside vending.~~
 - ~~(87) Rooming and boarding houses.~~
 - ~~(98) Warehousing and/or storage, except as an accessory use.~~
- (e) Conditional uses, activities, or structures. Unless otherwise expressed herein, uses not specifically listed as conditional shall be prohibited conditional uses, activities, or structures are as follows:
- (1) Car wash facilities.
 - (2) Colleges, vocational schools and preschools.
 - (3) Community production or movie theaters.
 - (4) Convention facilities.
 - (5) Dry cleaning and laundry retail service and self-service establishments.
 - (6) Dwelling, one-family or single-family, excluding parcels abutting St. Johns Avenue.
 - (7) Hotels and motels.
 - (8) Marinas, with or without fuel dispensing facilities.
 - (9) Multi-level parking facilities and commercial parking lots.
 - (10) Outdoor recreational activities (i.e.: watercraft rentals; rental of bicycles; rental of mopeds or scooters with a motor rated not in excess of two brake horsepower and displacement not to exceed 50 cubic centimeters; trolleys or carriages for hire).
 - (11) Outdoor amphitheatres and parks.
 - ~~(12) Residential dwellings consisting of three or more units located above the first floor of a commercial use.~~
 - ~~(134) The expansion or reconstruction of any use which existed within the district on the effective date of the establishment of the district which is not otherwise permitted or permissible.~~
- (f): no change
- (g) Development standards
- (2) For residential uses: All new (after May 1, 2003) residential uses shall be above the first floor for buildings fronting on St. Johns Avenue as secondary to a permitted use and shall be complete residential dwelling units as defined by the Florida Building Code and shall be regulated as to size by the following:
 - a. Efficiency/one bedroom: ~~500~~ 300 total square feet.
 - b. One bedroom: 500 total square feet
 - ~~b.c.~~ Two bedroom: 650 total square feet.
 - ~~c.d.~~ Three bedroom: 800 total square feet.
 - ~~d.e.~~ Each additional bedroom: add 150 total square feet.
 - ~~e.f.~~ Maximum building or structure height: 60 feet.

fg. Maximum Density: Unrestricted 20 units per acre, as calculated for entire DB and DR zoning districts.

(h): no change

(i) Off-street parking and loading. (See also section 94-262 261 of article V.) Parking requirements are as follows:

- (1) Residential: One space per dwelling unit, no additional parking spaces shall be required for a single three or less residential units located within any single "tax parcel". For purposes of this ordinance, "tax parcel" shall mean all real estate and improvements assessed under one tax parcel number by the Putnam County Property Appraiser and Putnam County Tax Collector.
- (2) Properties designated within local historic districts, or designated individually as historic, are exempt from minimum parking requirements.
- (3) Credit for one parking space shall be provided for an on-site bicycle rack holding at least three bicycles, up to 15% of required minimum parking.

Section 94-261 – OFF STREET PARKING AND LOADING

(a) through (d): no change

(e) Location of parking facilities on separate lot. The required off-street parking facilities shall be located on the same lot or parcel of land they are intended to serve; provided, however, that the planning board may allow the establishment of such off-street parking facilities within 1,200 feet for all uses in the ~~C-3~~ DB and DR zoning districts and 600 feet for other than residential uses in all other districts of the premises they are intended to serve when:

- (1) Practical difficulties prevent the placing of the facilities on the same lot as the premises they are designed to serve;
- (2) The owner of the parking area enters into a written agreement with the city and the owner of the property in need of off-site parking, with enforcement running to the city, and providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves, be utilized as off-site parking so long as the facilities are required; and
- (3) The owner agrees to bear the expense of recording the agreement and agrees that the agreement shall bind his heirs, successors and assigns. The written agreement shall be voided by the city if other off-street facilities are provided in accord with this article.

*Agenda
Item*

13



CITY COMMISSION AGENDA ITEM

SUBJECT: Request a waiver of fees for the African American Cultural Arts Council Annual Dr. Martin Luther King Jr. celebration

DEPARTMENT: Special Events

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: Request to waive all fees for the Annual Dr. Martin Luther King Jr. celebration

RECOMMENDED ACTION: Request to waive all fees for the Annual Dr. Martin Luther Kings Jr. celebration on January 21st, 2013.

DEPARTMENT HEAD Submitted: Jeff Norton *JN* Date: 1/3/2013
Requested Agenda Regular Date: 1/10/2013

FINANCE DEPARTMENT Budgeted Yes No N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date:

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: APT CA CC CM FIN FD P&C PD PLN S&S W&S WTP WWTP

AFRICAN-AMERICAN CULTURAL ARTS COUNCIL

**P.O. BOX 1151
PALATKA, FLORIDA 32178
OCTOBER 17, 2012**

**Mr. Jeff Norton, Parks Director
City of Palatka
201 N. 2nd Street
Palatka, Florida 32177**

Dear Mr. Norton:

Please accept this letter as a form of request for the fees charged for the use of Booker Park/Lefty Turner Field be waived for our organization for the Annual Dr. Martin Luther King, Jr. Birthday Community Observance on Monday, January 21, 2013. This community celebration is held annually in observance of the National Holiday.

We are a nonprofit organization and all funds we receive are returned to the community through sponsored activities held throughout the year which benefit our youth and senior citizens.

We are also submitting an application for your approval for use of these facilities.

If additional information is needed, please let us know.

Your consideration to this matter is graciously appreciated.

Yours truly,



Kathy Wright, President

386-972-2624



Dothea Smith, Contact Person

386-546-3427