

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

EGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
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 22, 2009**  
Price-Martin Community Center

**CALL TO ORDER:**

- a. Invocation – Reverend Ben Tippett, Founding Pastor, Victory Christian Fellowship
- b. Pledge of Allegiance
- c. Roll Call

**APPROVAL OF MINUTES** –1/5/08 Inaugural meeting; 1/8/08 regular meeting

**1. PUBLIC RECOGNITION**

- a. **PROCLAMATION - March of Dimes Fund Raising Days** – January 22 through April 4, 2009
- b. **SERVICE AWARD** – Jeff Norton, Employees Pension Board Representative; 14 years
- c. **STUDENT OF THE MONTH – January, 2009** – Mayor Flagg & Vice Mayor Brown

Sa'Quahnia Jackson	Beasley Middle School
Brandalyn Lewis	Browning Pearce Elementary School
Emma Scott	Children's Reading Center Charter School
Chicago Leonard	E.H. Miller School
Brett McQuaig	James A. Long Elementary School
Donavon Odom	Jenkins Middle School
Kendal Thornton	Kelley Smith Elementary School
Ana Edwards	Mellon Elementary School
Benjamin Carozza	Moseley Elementary School
Billy Joe Shinn	Palatka High School
Brittany Beach	Peniel Baptist Academy
Kaorie Williams	River Breeze Elementary School

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

**3. CONSENT AGENDA:**

- \*a. **Authorize execution of Amendment #9 to FDEP SRF DW5419 010 Loan/Grant** to provide an additional \$3,000,000 for the Palatka Water Treatment Plant Upgrades (\$2,550.00 grant/\$450,000/loan), per City Manager
- \*b. **Authorize execution of Change Order No. 3 to Jacksonville Eighteen Construction Contract** in the amount of \$39,556.76, for a total contract amount of \$1,022,963.23, for Palatka Airport Terminal Building Access Road, Parking & Apron Rehabilitation Project, per Engineer's recommendation
- \*c. **Authorize execution of Law Enforcement Mutual Aid Agreement with Putnam County Sheriff's Office** for a four-year period ending March 30, 2013
- \*d. **Reappoint Clem Saccareccia and Randy Braddy to the Palatka Planning Board** for three-year terms to expire December, 2011 (incumbents – sole applicants) – Planning Director's Recommendation
- \*e. **Appoint Phil Leary to the Palatka Planning Board** for the remainder of a three-year term to expire December, 2010, per Staff recommendation (sole applicant)
- \*f. **Acknowledge results of 1/9/09 Pension Representative election and appointment of Melvin Register** as Employee Representative to Palatka General Employees' Pension Board for a two-year term ending Dec. 31, 2010

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.cityofpalatka.com

FAX: (386) 329-0106

# AGENDA - CITY OF PALATKA

January 22, 2009

Page 2

## 3. CONSENT AGENDA (continued)

\*g. **Approve 2009 Commissioner representative appointments** to various boards and committees – no changes to current appointments, per Staff recommendation

\*h. **Appoint 2009 Golf Course Advisory Board** (six members – club designees) – 1 yr terms exp. 01/2010:

1. Greg Jungenburg, PMGA President
2. Kevin Durscher, PMGA Club Designee
3. Joy Langston, PWGA President
4. Genevieve Alvers, PWGA Club Designee
5. Ward Bair, PSGA Representative
6. Chuck Horner, PSGA Representative

\*i. **Adopt January 1 – June 30, 2009 City Commission meeting calendar**

4. **PRESENTATION** – Downtown Redevelopment Business Plan – Andrew Ham, Community Development Partner, Inc.

\* 5. **ORDINANCE** setting forth rules governing City docks – 2<sup>nd</sup> reading, Adopt

6. **ADMINISTRATIVE REPORTS**

7. **COMMISSIONER COMMENTS**

8. **ADJOURN**

\*Attachment

\*\*Separate Cover

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

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

### Upcoming Events:

February – Black History Month

February 26, 2009 – Black History Month Recognitions

March – Women's History Month

March 6, & 7, 2009 – Azalea Festival

March 6, 2009 – Azalea Festival Mayor's Reception

March 26, 2009 – Women's History Month Recognitions

April 4, 2009 – March of Dimes Walk for Babies

# *Agenda Item*

*3a*

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0199

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor Flagg, Commissioners

**From:** Woody Boynton, City Manager

**Date:** January 16, 2009

**RE:** Amendment #9 – DW5419010 Water Treatment Plant

---

The attached amendment increases the amount of grant funding to be received this year. It is my understanding that an additional cycle of funding was made available in 2009. Palatka was selected as one of the most ready projects to receive this funding.

As you know, the State Revolving Fund (SRF) has capped its payments at approximately \$3.0 million per cycle. This additional cycle will allow the City to receive a full \$6.0 million this fiscal year. The benefit of this amendment is that the City will receive its funding allotment from the FDEP one-year early than anticipated allowing the City to pay off the short term loan that was procured for the project earlier than anticipated. This amendment does not affect any other aspect of the project.

It is recommended that this amendment be approved.



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

December 30, 2008

Mr. Elwin C. Boynton, Jr., City Manager  
City of Palatka  
201 North 2nd Street  
Palatka, Florida 32177

Re: DW5419 010 - Palatka  
Treatment/Distribution

Dear Mr. Boynton:

Enclosed are three original copies of proposed Amendment 9 to your State Revolving Fund loan/grant agreement. The amendment provides an additional \$3,000,000 for this project.

Please have the appropriate officials **sign and seal** the enclosed three copies and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Director to sign the document and mail a fully executed original to you. If the signed amendment is not received by us before April 1, 2009, this additional loan may be subject to a higher interest rate.

If you have any questions, please contact Graham Culbertson at (850) 245-8358.

Sincerely,

Robert E. Holmden, P.E., Chief  
Bureau of Water Facilities Funding

RH/gc

Enclosure

cc: Katharine Douglas - Hoyle, Tanner, and Associates, Inc.  
Honorable Karl N. Flagg - City of Palatka  
Ruby M. Williams - City of Palatka

**DRINKING WATER STATE REVOLVING FUND  
AMENDMENT 9 TO FINANCIAL ASSISTANCE AGREEMENT DW5419 010  
CITY OF PALATKA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF PALATKA, FLORIDA, (Project Sponsor) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Agreement, Number DW5419 010, as amended, authorizing a Grant amount of \$5,474,000, and a Loan amount of \$930,000, excluding Capitalized Interest; and

WHEREAS, the Project Sponsor is entitled to additional financing consisting of Grant funds in the amount of \$2,550,000 and Loan funds in amount \$450,000, excluding Capitalized Interest; and

WHEREAS, an interest rate must be established for the additional Loan financing awarded in this amendment; and

WHEREAS, a Loan Service Fee must be assessed for the additional Loan financing; and

WHEREAS, the Semiannual Loan Payment amount need revision to reflect adjustment in the Loan amount; and

WHEREAS, revised provisions for audit and monitoring along with related changes to the Project schedule are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsections 2.03(1) and 2.03(2)(d) of the Agreement are deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-080	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$9,404,000	140129

(2) Audits.

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://www.cfda.gov/>.

2. Additional Grant funding in the amount of \$2,550,000 is hereby awarded to the Project Sponsor. The total Grant amount is revised to \$8,024,000.

3. Additional Loan financing in the amount of \$450,000, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.
4. An interest rate of 2.84 percent per annum is established for the additional Loan financing amount awarded in this amendment.
5. The estimated principal amount of the Loan is hereby revised to \$1,401,000, which consists of \$1,380,000 authorized for disbursement to the Project Sponsor and \$21,000 of Capitalized Interest. This total consists of the following:

- (1) Amendment 7 of \$460,900, including \$450,000 authorized for disbursement to the Project Sponsor and \$10,900 of Capitalized Interest, at an interest rate of 2.64 percent per annum; and

- (2) Amendment 8 of \$487,100, including \$480,000 authorized for disbursement to the Project Sponsor and \$7,100 of Capitalized Interest, at an interest rate of 2.77 percent per annum; and

- (3) Amendment 9 of \$453,000, including \$450,000 authorized for disbursement to the Project Sponsor and \$3,000 of Capitalized Interest, at an interest rate of 2.84 percent per annum.

6. An additional Loan Service Fee in the amount of \$9,000, for a total of \$27,600, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,380,000. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$850.
7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$46,699. Such payments shall be received by the Department on January 15, 2010 and semiannually thereafter on July 15 and January 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$1,429,450, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

8. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. An additional Loan Repayment Reserve deposit amount will be required for any additional Loan financing. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for the Project, the costs funded by such governmental assistance will not be funded by this Grant or Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. Disbursements of Loan proceeds shall be made from the original Loan amount until that amount has been disbursed; the interest rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The interest rate established for any additional increment of Loan financing shall be used to determine the

Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

The estimated Project costs and a breakdown of financial assistance awarded to date follow.

(1) Estimated Construction Related Costs:

Construction and Demolition	\$ 11,729,000
Contingencies	586,450
Technical Services After Bid Opening	800,760
Unallowable Costs	<u>(800,760)</u>
Total	\$ 12,315,450

(2) Financial Assistance for Estimated Preconstruction Activities Allowances:

Category	Total (\$)	Grant (\$)	Loan (\$)
Administrative Allowance	73,893	53,387	20,506
Planning Allowance	66,300	66,300	0
Engineering Allowance	738,927	533,875	205,052
Total	<u>879,120</u>	<u>653,562</u>	<u>225,558</u>

(3) Breakdown of Financial Assistance Authorized to Date:

Category	Total(\$)	Grant(\$)	Loan(\$)
Preconstruction Activities Allowances	879,120	653,562	225,558
Construction Related Costs *	<u>8,524,880</u>	<u>7,370,438</u>	<u>1,154,442</u>
Subtotal (Disbursable Amount)	9,404,000	8,024,000	1,380,000
Capitalized Interest	--	--	21,000
Total Loan Principal	--	--	<u>1,401,000</u>

\* Financial Assistance authorized to date for Construction Related Costs is less than the eligible costs. This project is segmented. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for segmented Projects are set forth in the Chapter 62-552 of the Florida Administrative Code.

Grant funding for Construction Related Costs shall not exceed 85 percent of the eligible costs.

(4) Summary of Financial Assistance Authorized to Date (Excluding Capitalized Interest):

	Total(\$)	Grant(\$)	Loan(\$)
Original Agreement	31,538	31,538	0
Amendment 1	104,287	104,287	0
Amendment 2	68,175	68,175	0
Amendment 7	3,000,000	2,550,000	450,000
Amendment 8	3,200,000	2,720,000	480,000
Amendment 9	3,000,000	2,550,000	450,000
Total to Date	<u>9,404,000</u>	<u>8,024,000</u>	<u>1,380,000</u>

9. The items scheduled under Subsections 10.08 of the Agreement are rescheduled as follows:

(1) Completion of Project construction is scheduled for July 15, 2009.

(2) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than July 15, 2009.

(3) The initial annual certification required under Subsection 2.01(15) shall be due October 15, 2009. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(4) The first Semiannual Loan Payment in the amount of \$46,699 shall be due January 15, 2010.

10. The Amendment 8 special condition is deleted and replaced as follows:

In order to prevent the loss of authority to issue your SRF Amendment, the funds must be under contract (fully executed by the City and Department) before January 31, 2009. However, no disbursements from this amendment will be available until immediately after the next priority hearing scheduled for April 2009. The Department will notify the Local Government when funding is available.

11. All other terms and provisions of the Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 9 to Financial Assistance Agreement DW5419 010 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Agreement to be executed on its behalf by the Deputy Director and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

for  
**CITY OF PALATKA**

\_\_\_\_\_  
Mayor

Attest

I attest that this amendment complies with  
Section 2.02 of the Agreement, as amended,  
and as to form and correctness.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

\_\_\_\_\_  
Date

**DRINKING WATER STATE REVOLVING FUND  
 AMENDMENT 9 TO FINANCIAL ASSISTANCE AGREEMENT DW5419 010  
 CITY OF PALATKA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF PALATKA, FLORIDA, (Project Sponsor) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Agreement, Number DW5419 010, as amended, authorizing a Grant amount of \$5,474,000, and a Loan amount of \$930,000, excluding Capitalized Interest; and

WHEREAS, the Project Sponsor is entitled to additional financing consisting of Grant funds in the amount of \$2,550,000 and Loan funds in amount \$450,000, excluding Capitalized Interest; and

WHEREAS, an interest rate must be established for the additional Loan financing awarded in this amendment; and

WHEREAS, a Loan Service Fee must be assessed for the additional Loan financing; and

WHEREAS, the Semiannual Loan Payment amount need revision to reflect adjustment in the Loan amount; and

WHEREAS, revised provisions for audit and monitoring along with related changes to the Project schedule are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsections 2.03(1) and 2.03(2)(d) of the Agreement are deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-080	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$9,404,000	140129

(2) Audits.

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://www.cfda.gov/>.

2. Additional Grant funding in the amount of \$2,550,000 is hereby awarded to the Project Sponsor. The total Grant amount is revised to \$8,024,000.

3. Additional Loan financing in the amount of \$450,000, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.
4. An interest rate of 2.84 percent per annum is established for the additional Loan financing amount awarded in this amendment.
5. The estimated principal amount of the Loan is hereby revised to \$1,401,000, which consists of \$1,380,000 authorized for disbursement to the Project Sponsor and \$21,000 of Capitalized Interest. This total consists of the following:
  - (1) Amendment 7 of \$460,900, including \$450,000 authorized for disbursement to the Project Sponsor and \$10,900 of Capitalized Interest, at an interest rate of 2.64 percent per annum; and
  - (2) Amendment 8 of \$487,100, including \$480,000 authorized for disbursement to the Project Sponsor and \$7,100 of Capitalized Interest, at an interest rate of 2.77 percent per annum; and
  - (3) Amendment 9 of \$453,000, including \$450,000 authorized for disbursement to the Project Sponsor and \$3,000 of Capitalized Interest, at an interest rate of 2.84 percent per annum.
6. An additional Loan Service Fee in the amount of \$9,000, for a total of \$27,600, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,380,000. Estimated Loan Service Fee capitalized interest for the fee amount assessed to date is \$850.
7. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$46,699. Such payments shall be received by the Department on January 15, 2010 and semiannually thereafter on July 15 and January 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$1,429,450, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

8. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. An additional Loan Repayment Reserve deposit amount will be required for any additional Loan financing. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for the Project, the costs funded by such governmental assistance will not be funded by this Grant or Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. Disbursements of Loan proceeds shall be made from the original Loan amount until that amount has been disbursed; the interest rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The interest rate established for any additional increment of Loan financing shall be used to determine the

Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

The estimated Project costs and a breakdown of financial assistance awarded to date follow.

(1) Estimated Construction Related Costs:

Construction and Demolition	\$ 11,729,000
Contingencies	586,450
Technical Services After Bid Opening	800,760
Unallowable Costs	(800,760)
Total	\$ 12,315,450

(2) Financial Assistance for Estimated Preconstruction Activities Allowances:

Category	Total (\$)	Grant (\$)	Loan (\$)
Administrative Allowance	73,893	53,387	20,506
Planning Allowance	66,300	66,300	0
Engineering Allowance	738,927	533,875	205,052
Total	879,120	653,562	225,558

(3) Breakdown of Financial Assistance Authorized to Date:

Category	Total(\$)	Grant(\$)	Loan(\$)
Preconstruction Activities Allowances	879,120	653,562	225,558
Construction Related Costs *	8,524,880	7,370,438	1,154,442
Subtotal (Disbursable Amount)	9,404,000	8,024,000	1,380,000
Capitalized Interest	--	--	21,000
Total Loan Principal	--	--	1,401,000

\* Financial Assistance authorized to date for Construction Related Costs is less than the eligible costs. This project is segmented. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for segmented Projects are set forth in the Chapter 62-552 of the Florida Administrative Code.

Grant funding for Construction Related Costs shall not exceed 85 percent of the eligible costs.

(4) Summary of Financial Assistance Authorized to Date (Excluding Capitalized Interest):

	Total(\$)	Grant(\$)	Loan(\$)
Original Agreement	31,538	31,538	0
Amendment 1	104,287	104,287	0
Amendment 2	68,175	68,175	0
Amendment 7	3,000,000	2,550,000	450,000
Amendment 8	3,200,000	2,720,000	480,000
Amendment 9	3,000,000	2,550,000	450,000
Total to Date	9,404,000	8,024,000	1,380,000

9. The items scheduled under Subsections 10.08 of the Agreement are rescheduled as follows:

(1) Completion of Project construction is scheduled for July 15, 2009.

(2) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than July 15, 2009.

(3) The initial annual certification required under Subsection 2.01(15) shall be due October 15, 2009. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(4) The first Semiannual Loan Payment in the amount of \$46,699 shall be due January 15, 2010.

10. The Amendment 8 special condition is deleted and replaced as follows:

In order to prevent the loss of authority to issue your SRF Amendment, the funds must be under contract (fully executed by the City and Department) before January 31, 2009. However, no disbursements from this amendment will be available until immediately after the next priority hearing scheduled for April 2009. The Department will notify the Local Government when funding is available.

11. All other terms and provisions of the Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 9 to Financial Assistance Agreement DW5419 010 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Agreement to be executed on its behalf by the Deputy Director and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

for  
**CITY OF PALATKA**

\_\_\_\_\_

Mayor

Attest

I attest that this amendment complies with  
Section 2.02 of the Agreement, as amended,  
and as to form and correctness.

\_\_\_\_\_

City Clerk

SEAL

\_\_\_\_\_

City Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_

Deputy Director  
Division of Water Resource Management

\_\_\_\_\_

Date

# *Agenda Item*

*3b*

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0199

*City of Palatka*  
*Office of the City Manager*

**To:** Mayor Flagg, Commissioners

**From:** Woody Boynton, City Manager 

**Date:** January 16, 2009

**RE:** Change Order #3 – Terminal Building Access Road Project

---

The attached change order was necessary due to two utility conflicts. The first conflict consisted of the City's existing watermain to be relocated to outside the proposed drainage pond footprint. The second conflict consisted of an existing electrical conduit that was within a proposed drainage ditch to be lowered below the ditch bottom. As the change order indicates the cost of this work is being funded 100% by the FDOT.

It is recommended that this change order be approved.

**CHANGE ORDER NO. 3 – DRAINAGE IMPROVEMENTS**  
(December 3, 2008)

**CONTRACTOR:**  
JACKSONVILLE EIGHTEEN CONSTR., INC.  
345 Cumberland Industrial Crt. Bldg A  
St. Augustine, FL 32095

**CONTRACT FOR:**  
Palatka Municipal Airport  
Terminal Building Access Road & Auto  
Parking-Aircraft Parking Apron Rehab  
FAA AIP No. 3-12-0061-015-2007  
FDOT No. 409945-1-94-01  
PA Project No. 24010.07R

**CONTRACT DATE:** July 28, 2008

You are hereby authorized and directed to make the following change(s) in this Contract:

	<u>Unit Item</u>	<u>Unit Price</u>
1. ADD: Reroute Existing 8" Water Main from Drainage Pond.	LS	\$25,688.58
2. ADD: Reroute Existing Electrical Conduit from Drainage Ditch.	LS	\$13,868.15
	<b>TOTAL</b>	<b>\$39,556.73</b>

The total cost for this change is an increase of \$39,556.73, of which 100% will be funded by the FDOT, up to the total amount of the current JPA for this project. The City will be responsible for all expenses beyond the total amount of the current JPA for this project.

Original Contract Sum	..... \$ 770,105.27
Contract Sum Increase Authorized to Date	..... \$ 213,301.23
Contract Sum Increase by this Change Order	..... \$ <u>39,556.73</u>
New Contract Sum Including This Change Order	..... <b>\$1,022,963.23</b>

Original Contract Duration	120 Calendar Days
Contract Time Increase Authorized to Date	46 Calendar Days
Contract Time Increase by this Change Order	<u>21 Calendar Days</u>
New Contract Duration	187 Calendar Days

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and /or Contract Time. Adjusted cost and time include all direct, indirect and impact costs and time for delays, disruption, inefficiency, acceleration and all other claims.

**RECOMMENDED BY:**  
Passero Associates, LLC  
13453 N. Main St. Suite 106  
Jacksonville, FL 32218

**AGREED TO:**  
JACKSONVILLE EIGHTEEN CON., INC.  
345 Cumberland Industrial Crt. Bldg A  
St. Augustine, FL 32095

  
By: Matt Singletary Civil Engineer  
Date 12/05/2008

  
By: Eddie Smith President  
Date

**AUTHORIZED BY:**  
State of Florida Department of Transportation

**AUTHORIZED BY:**  
City of Palatka

By: Gene Lampp District Aviation Specialist  
Date

By: Woody Boynton City Manager  
Date

Nicky

---

**From:** Matt Singletary [msingletary@passero.com]  
**Sent:** Friday, December 05, 2008 7:47 AM  
**To:** Eddie  
**Cc:** Nicky  
**Subject:** Palatka Change Order 3  
**Attachments:** PAL.07R CO3\_120508.pdf

Eddie:

Attached is Change Order 3 for your review and signature. It includes the work involved w/ rerouting the water main in Pond 2 and rerouting the existing electrical conduit that feeds the existing T-Hangars. Please sign, color scan and email back to me. Let me know if you have any questions. Thanks.

Matt Singletary, EI  
Construction Engineer  
Passero Associates  
13453 N. Main Street – Suite 106  
Jacksonville, FL 32218  
Office: (904) 757-6106 x419  
Cell: (904) 624-0978  
[msingletary@passero.com](mailto:msingletary@passero.com)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Passero Associates. The recipient should check this email and any attachments for the presence of viruses. Passero Associates accepts no liability for any damage caused by any virus transmitted by this email.

**CHANGE ORDER NO. 3 – DRAINAGE IMPROVEMENTS**  
(December 3, 2008)

**CONTRACTOR:**  
JACKSONVILLE EIGHTEEN CONSTR., INC.  
345 Cumberland Industrial Crt. Bldg A  
St. Augustine, FL 32095

**CONTRACT FOR:**  
Palatka Municipal Airport  
Terminal Building Access Road & Auto  
Parking-Aircraft Parking Apron Rehab  
FAA AIP No. 3-12-0061-015-2007  
FDOT No. 409945-1-94-01  
PA Project No. 24010.07R

**CONTRACT DATE:** July 28, 2008  
You are hereby authorized and directed to make the following change(s) in this Contract:

	<u>Unit Item</u>	<u>Unit Price</u>
1. ADD: Reroute Existing 8" Water Main from Drainage Pond.	LS	\$25,688.58
2. ADD: Reroute Existing Electrical Conduit from Drainage Ditch.	LS	\$13,868.15
	<b>TOTAL</b>	<b>\$39,556.73</b>

The total cost for this change is an increase of \$39,556.73, of which 100% will be funded by the FDOT, up to the total amount of the current JPA for this project. The City will be responsible for all expenses beyond the total amount of the current JPA for this project.

Original Contract Sum	..... \$ 770,105.27
Contract Sum Increase Authorized to Date	..... \$ 213,301.23
Contract Sum Increase by this Change Order	..... \$ 39,556.73
New Contract Sum Including This Change Order	..... <b>\$1,022,963.23</b>

Original Contract Duration	120 Calendar Days
Contract Time Increase Authorized to Date	46 Calendar Days
Contract Time Increase by this Change Order	<u>21 Calendar Days</u>
New Contract Duration	187 Calendar Days

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and /or Contract Time. Adjusted cost and time include all direct, indirect and impact costs and time for delays, disruption, inefficiency, acceleration and all other claims.

**RECOMMENDED BY:**  
Passero Associates, LLC  
13453 N. Main St. Suite 106  
Jacksonville, FL 32218

**AGREED TO:**  
JACKSONVILLE EIGHTEEN CON., INC.  
345 Cumberland Industrial Crt. Bldg A  
St. Augustine, FL 32095

  
By: Matt Singletary Civil Engineer  
Date 12/05/2008

  
By: Eddie Smith President  
Date

**AUTHORIZED BY:**  
State of Florida Department of Transportation

**AUTHORIZED BY:**  
City of Palatka

By: Gene Lampp District Aviation Specialist  
Date

By: Woody Boynton City Manager  
Date

**Nicky**

---

**From:** Matt Singletary [msingletary@passero.com]  
**Sent:** Friday, December 05, 2008 7:47 AM  
**To:** Eddie  
**Cc:** Nicky  
**Subject:** Palatka Change Order 3  
**Attachments:** PAL.07R CO3\_120508.pdf

Eddie:

Attached is Change Order 3 for your review and signature. It includes the work involved w/ rerouting the water main in Pond 2 and rerouting the existing electrical conduit that feeds the existing T-Hangars. Please sign, color scan and email back to me. Let me know if you have any questions. Thanks.

Matt Singletary, EI  
Construction Engineer  
Passero Associates  
13453 N. Main Street – Suite 106  
Jacksonville, FL 32218  
Office: (904) 757-6106 x419  
Cell: (904) 624-0978  
[msingletary@passero.com](mailto:msingletary@passero.com)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Passero Associates. The recipient should check this email and any attachments for the presence of viruses. Passero Associates accepts no liability for any damage caused by any virus transmitted by this email.

**CHANGE ORDER NO. 3 – DRAINAGE IMPROVEMENTS**  
(December 3, 2008)

CONTRACTOR:  
JACKSONVILLE EIGHTEEN CONSTR., INC.  
345 Cumberland Industrial Crt. Bldg A  
St. Augustine, FL 32095

CONTRACT FOR:  
Palatka Municipal Airport  
Terminal Building Access Road & Auto  
Parking-Aircraft Parking Apron Rehab  
FAA AIP No. 3-12-0061-015-2007  
FDOT No. 409945-1-94-01  
PA Project No. 24010.07R

CONTRACT DATE: July 28, 2008

You are hereby authorized and directed to make the following change(s) in this Contract:

	<u>Unit Item</u>	<u>Unit Price</u>
1. ADD: Reroute Existing 8" Water Main from Drainage Pond.	LS	\$25,688.58
2. ADD: Reroute Existing Electrical Conduit from Drainage Ditch.	LS	<u>\$13,868.15</u>
	<b>TOTAL</b>	<b>\$39,556.73</b>

The total cost for this change is an increase of \$39,556.73, of which 100% will be funded by the FDOT, up to the total amount of the current JPA for this project. The City will be responsible for all expenses beyond the total amount of the current JPA for this project.

Original Contract Sum	..... \$ 770,105.27
Contract Sum Increase Authorized to Date	..... \$ 213,301.23
Contract Sum Increase by this Change Order	..... <u>\$ 39,556.73</u>
New Contract Sum Including This Change Order	..... <b>\$1,022,963.23</b>

Original Contract Duration	120 Calendar Days
Contract Time Increase Authorized to Date	46 Calendar Days
Contract Time Increase by this Change Order	<u>21 Calendar Days</u>
New Contract Duration	187 Calendar Days

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and /or Contract Time. Adjusted cost and time include all direct, indirect and impact costs and time for delays, disruption, inefficiency, acceleration and all other claims.

RECOMMENDED BY:  
Passero Associates, LLC  
13453 N. Main St. Suite 106  
Jacksonville, FL 32218

  
By: Matt Singletary

Civil Engineer  
Date 12/05/2008

AGREED TO:  
JACKSONVILLE EIGHTEEN CON., INC.  
345 Cumberland Industrial Crt. Bldg A  
St. Augustine, FL 32095

  
By: Eddie Smith President  
Date

AUTHORIZED BY:  
State of Florida Department of Transportation

\_\_\_\_\_  
By: Gene Lampp District Aviation Specialist  
Date

AUTHORIZED BY:  
City of Palatka

\_\_\_\_\_  
By: Woody Boynton City Manager  
Date

**Nicky**

---

**From:** Matt Singletary [msingletary@passero.com]  
**Sent:** Friday, December 05, 2008 7:47 AM  
**To:** Eddie  
**Cc:** Nicky  
**Subject:** Palatka Change Order 3  
**Attachments:** PAL.07R CO3\_120508.pdf

Eddie:

Attached is Change Order 3 for your review and signature. It includes the work involved w/ rerouting the water main in Pond 2 and rerouting the existing electrical conduit that feeds the existing T-Hangars. Please sign, color scan and email back to me. Let me know if you have any questions. Thanks.

Matt Singletary, EI  
Construction Engineer  
Passero Associates  
13453 N. Main Street – Suite 106  
Jacksonville, FL 32218  
Office: (904) 757-6106 x419  
Cell: (904) 624-0978  
[msingletary@passero.com](mailto:msingletary@passero.com)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Passero Associates. The recipient should check this email and any attachments for the presence of viruses. Passero Associates accepts no liability for any damage caused by any virus transmitted by this email.

# *Agenda Item*

*3c*

**Palatka Police Department  
110 North 11<sup>th</sup> Street**

**Memorandum**

**Date:** 1/15/09  
**To:** Betsy Driggers  
**From:** Gary Getchell, Chief of Police  
**Subject:** Law Enforcement Mutual Aid Agreement



---

**I have received the agreement and recommend approval under the consent agenda.**

**Cc:**

**COMBINED VOLUNTARY COOPERATION  
&  
ASSISTANCE LAW ENFORCEMENT MUTUAL AID AGREEMENT**

**Witnesseth**

Whereas, the subscribing law enforcement agencies are so located in relation to each other that it is to be the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- 1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and,
- 2) Intensive situations, including but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and,

Whereas, the Putnam County Sheriff's Office, Palatka Police Department, Crescent City Police Department, Interlachen Police Department, the Welaka Police Department, and the Putnam County School Police have the authority under Section 23.12, Florida Statutes, et. seq., THE FLORIDA MUTUAL AID ACT, to enter into a mutual aid agreement for law enforcement service which:

- 1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and,
- 2) Provides for rendering of assistance in a law enforcement emergency.

Now, therefore, the parties agree as follows:

**SECTION I. PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor vehicle thefts, controlled substance violations, DUI violations, and with backup services during patrol activities and inter-agency task and/or joint investigations.

**SECTION II. PROVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not limited to, dealing with civil disturbances, law

enforcement emergencies, large protest demonstrations, aircraft disasters, fires, hurricanes, floods, tornadoes or other weather-related crisis, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring the utilization of specialized units, (i.e. K-9 units, Special Weapons and Tactics Team, Bicycle Unit, Motorcycle Unit, Marine Unit, Dive Team, etc.).

### **SECTION III. PROVISIONS FOR REQUESTING ASSISTANCE**

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee, or designated Shift Commander, from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisor(s) if necessary and respond in a manner he/she deems is appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing, as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall notify the agency having normal jurisdiction, and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond with request, to emergencies already being addressed by the agency of normal jurisdiction, but intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

### **SECTION IV. COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting agency shall be under the direct command of a supervisor, designated by that agency head or his/her designee. Such supervising officer shall report to and be under the command of the agency head or his/her designee of the agency requesting assistance. When practical, the Unified Command System shall be utilized to ensure smooth flow of information and eliminate confusion in assignments and ensure appropriate utilization of equipment and personnel.

**CONFLICTS:** Whenever an officer, deputy sheriff or other appointee is rendering assistance, pursuant to this agreement, the officer, deputy sheriff or appointee shall abide

by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rules, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order. The designated Incident Commander and supervisor in charge of the officer, deputy sheriff or other member/appointee shall work together to ensure that conflicting orders are avoided through the utilization of the Unified Command System.

**HANDLING COMPLAINTS:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort, as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint, to ascertain at a minimum.

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the personnel accused, without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded, without delay, to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the personnel of the requesting agency violated any of their agency's policies or procedures.

#### **SECTION V. LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own personnel while engaged in rendering such aid pursuant to this agreement, is subject to the provisions of Section 768.28, Florida Statutes, where applicable.

#### **SECTION VI. POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- A. Members of the Putnam County Sheriff's Office, Palatka Police Department, Crescent City Police Department, Interlachen Police Department, the Welaka Police Department, and the Putnam County School Police, when actually engaged in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision, in which normally employed.



- B. Each party agrees to furnish necessary personnel, equipment, resources and facilities, and to render services to each party that is a participant in this agreement as set forth above; provided, however, that no party shall be required to deplete, unreasonable, its own personnel, equipment, resources, facilities, and services in furnishing such aid.
- C. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. The agency furnishing aid, pursuant to this agreement, shall compensate its members/employees during this time such aid is rendered and shall defray the actual travel and maintenance expenses of its members/employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death, while such members/employees are engaged in rendering such aid. However, the requesting agency may compensate the assisting agency during the time of the rendering of such aid, and shall defray the actual travel and maintenance expenses of such member/employees, while they are rendering such aid, including any amounts paid or due for compensation, as a result of personal injury or death, while such members/employees are rendering aid, pursuant to this agreement.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of a member/employee of an agency, apply to the member/employee to the same degree, manner and extent while engaged in the performance of the member/employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary members/employees.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority, having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- G. Nothing in this agreement is intended nor to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

## **SECTION VII. LIABILITY INSURANCE**

Each party shall have satisfactory proof of liability insurance, by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties

to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

#### **SECTION VIII. FORFEITURE PROVISIONS**

- A. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation, shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not limited to, the complete discretion to bring the action or dismiss the action.
- B. All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided equally between the parties, less the costs associated with the forfeiture action.

#### **SECTION IX. EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until ~~December 31, 2010~~. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

#### **SECTION X. CANCELLATION**

Any party may cancel its participation in this agreement upon delivery of written notice to the other parties. Cancellation will be at the direction of any subscribing party.

*March 30, 2013*

In witness, whereof, the parties hereto cause these presents to be signed on the date specified.

\_\_\_\_\_  
Jeff Hardy  
Sheriff  
Putnam County Sheriff's Office  
Date \_\_\_\_\_

\_\_\_\_\_  
Gary Getchell  
Chief  
Palatka Police Department  
Date \_\_\_\_\_

\_\_\_\_\_  
Karl N. Flagg  
Mayor  
City of Palatka  
Date \_\_\_\_\_

\_\_\_\_\_  
Larry Wilburn  
Chief  
Interlachen Police Department  
Date \_\_\_\_\_

\_\_\_\_\_  
John Lyles  
Mayor  
Town of Interlachen  
Date \_\_\_\_\_

\_\_\_\_\_  
Casimir J. Powowarski, Jr.  
Chief  
Welaka Police Department  
Date \_\_\_\_\_

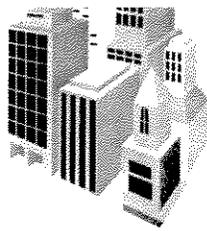
\_\_\_\_\_  
Charles Wilson  
Mayor  
City of Welaka  
Date \_\_\_\_\_

\_\_\_\_\_  
Lt. Robert Johnson  
Acting Chief  
Crescent City Police Department  
Date \_\_\_\_\_

\_\_\_\_\_  
Howard L. Kinsella  
Mayor  
City of Crescent City  
Date \_\_\_\_\_

# *Agenda Item*

*3d*



CITY OF PALATKA  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0106  
e-mail: betsy@mail.qbso.net

# Memorandum

**To:** Palatka City Commission  
**CC:** Jim Lee, Planning Director  
**From:** Betsy Driggers, City Clerk  
**Date:** 1/15/2009  
**Re:** Palatka Planning Board Appointments

---

Per City Commission policy, the City advertised in December that the Commission was seeking applicants for appointment to the Palatka Planning Board. Currently there are two positions up for reappointment and one opening due to a resignation, for a total of three open positions.

Applications for reappointment have been received from Clem Saccareccia and Randy Braddy, the two incumbent members whose terms are expiring. You will find those attached, along with attendance records for both. Also attached is a memorandum from Jim Lee, Planning Director, recommending their reappointment.

There is one application pending for the remaining open position.

Policy calls for applicants' interviews at the commission meeting prior to appointments. **Since only the incumbents have applied for their expiring positions, it is Staff's recommendation to waive the 2<sup>nd</sup> meeting requirement and re-appoint Clem Saccareccia and Randy Braddy to the Palatka Planning Board for three-year terms to expire December 31, 2011.**

**Philip L. Leary, AICP**  
**Governmental Affairs**



520 River Street ♦ Palatka, Fl 32177  
386-937-7829

January 20, 2009

Jim Lee, AICP  
Planning Director  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

RE: City Planning Board Appointment

Dear Jim:

First let me thank you for the opportunity to meet with you and Debbie on the open Planning Board seat last Thursday. After returning to my office on Friday I realized I had a scheduling conflict with the City Commission meeting on Thursday January 22<sup>nd</sup>, which unfortunately I cannot change. I am representing a long standing client in Alachua County at a public hearing that has been on my calendar for several weeks.

I will however contact the Mayor and Commissioners individually this week and I am available for the City Commission meeting on February 12<sup>th</sup>. I would consider it an honor and privilege to serve on the Planning Board and look forward to working with you and your staff.

Sincerely,

**PHIL**

Philip L. Leary, AICP

KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLAGRA KITCHENS  
COMMISSIONER



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

ALLEN R. BISH  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

KENNETH E. VENARI, ESQ.  
CHIEF FIRE DEPT.

DONALD E. HOLMERS  
CITY ATTORNEY

CITY OF PALATKA  
BOARD REAPPOINTMENT REQUEST

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

MEMBER: Clementine Saccarecci # of years' prior service: \_\_\_\_\_  
 Residence 110 Caca Rd Phone: 386-325-3469  
 (911 Address) 110 Caca Rd Fax: \_\_\_\_\_  
 Business Name E Palatka 32131 Phone: 386-328-5500  
 & Address Stromboat Landing 201 N. 1st St Fax: 328-7700  
 (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: 201 N 1st St Palatka  
 E-mail: clem.sacc@apl.com Daytime Phone: 386-328-5500

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.

C. Saccarecci 12-19-2008  
 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. 2<sup>nd</sup> Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Chairman's/Director's Signature \_\_\_\_\_

KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
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 Planning Board.  
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: Randy Braddy # of years' prior service: \_\_\_\_\_  
Residence (911 Address) 284 Harbor Drive Palatka, FL Phone: 386-328-9878  
Business Name & Address \_\_\_\_\_ Fax: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

Preferred Mailing Address: 284 Harbor Drive Palatka FL 32177

E-mail: dliches50@gmail.com Daytime Phone: 386-328-9878

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

[Signature] 12-16-08  
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. 2<sup>nd</sup> Street, Palatka, Florida.

CHAIRMAN/DIRECTOR'S COMMENTS (if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman's/Director's Signature \_\_\_\_\_



## Betsy Driggers

---

**From:** James Lee  
**Sent:** Wednesday, January 14, 2009 1:40 PM  
**To:** Betsy Driggers  
**Cc:** Debbie Banks; Pam Sprouse  
**Subject:** Planning Board Appointments

Hi Betsy:

As we discussed, it is my recommendation to reappoint Randy Braddy and Clem Saccareccia to their positions on the Planning Board and we are interviewing Phil Leary on Thursday afternoon to possibly replace Leigh Rion.

Thanks,

Jim

Jim Lee, AICP  
Planning Director  
City of Palatka, Florida  
jlee@palatka-fl.gov  
386-329-0103

Updated 02/1/08

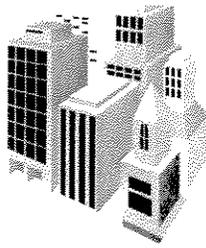
PLANNING BOARD MEMBERS  
3 Yr. Terms

<u>Orig. Appt. Date</u>		<u>Term Expires</u>
10/24/02	Clementine Saccareccia 311 St. Johns Ave., Palatka, 32177 home-325-3469 work-325-4444 fax-325-0542 <a href="mailto:email-clemsacc@aol.com">email-clemsacc@aol.com</a>	12/31/08
11/10/05	Randy Braddy (after 1/1/06) 614 River St., Palatka, 32177 cell 386-916-1991 home-328-9878 work-328-7170 fax-328-7323 <a href="mailto:email-JRBMortgage@bellsouth.net">email--JRBMortgage@bellsouth.net</a>	12/31/08
12/11/97	Rev. Ezekiel Johnson P.O. Box 704 (809 N. 14th St.) home-328-8407	12/31/09
1/23/97	Earl Wallace 224 N. 6th Street, Palatka, 32177 home-328-0086 work-328-3233	12/31/09
06/26/08	Anthony "Skip" Harwell 322 Madison St., Palatka, 32177 day-386-530-1226 <a href="mailto:email-CAPTBOO@GMAIL.COM">email-CAPTBOO@GMAIL.COM</a>	12/31/09
5/26/88	Sue Roskosh, Wattles Office Supply P.O. Box 26, Welaka, 32193 home-467-8123 work-325-4323 fax-325-5730 <a href="mailto:email-sroskosh@aol.com">email-sroskosh@aol.com</a>	12/31/10
12/27/79	Carl L. Stewart - effective 1/1/80 715 S. 19th St., Palatka, 32177 home-325-2594 <a href="mailto:email-stewart@gbso.net">email-stewart@gbso.net</a>	12/31/10
1/24/08 <i>open</i>	Leigh M. Rion <i>Resigned 1-12-09</i> 233 Crystal Cove Dr., Palatka, 32177 home-325-3047 work-312-2386 fax-3294499 <a href="mailto:email-lrion@bellsouth.net">email-lrion@bellsouth.net</a>	12/31/10
06/26/08	Zachary Landis 616 Oak St., Palatka, 32177 home-328-2628 work-3328-8075 fax-328-3277 <a href="mailto:email-AZLAN616@bellsouth.net">email-AZLAN616@bellsouth.net</a>	12/31/11
12/12/02	Michael Pegg Putnam Co. School Bd, 200 S. 7 <sup>th</sup> Street Phone:	indefinite – school board rep.

Planning Board Organized 6/2/60  
Created and appointed by City Commission 5/27/60  
Revised to include non-voting School Board representative 12-12-02  
Meets on the first Tuesday at 4:00 PM at City Hall

# *Agenda Item*

*3e*



CITY OF PALATKA  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0199  
e-mail: bdriggers@palatka-fl.gov

# Memorandum

**To:** City Commission  
**CC:** Jim Lee, Planning Director  
**From:** Betsy Driggers, City Clerk  
**Date:** 1/15/2009  
**Re:** Palatka Planning Board Appointment

---

Per City Commission policy, the City advertised that the Commission was seeking applicants for appointment to the Palatka Planning Board. There is one open position to fill the remainder of a three- year term expiring 12/31/10, formerly held by Leigh Rion. Her resignation is attached.

Phil Leary, a resident of Palatka, has applied for appointment to this position. He has been given a copy of the Planning Board's duties and responsibilities as outlined in the Code of Ordinances, has been advised of the meeting requirements, understands that he is subject to financial disclosure laws, and has attended at least one meeting of the Planning Board. He has met with Jim Lee, Planning Director, who recommends his appointment to this Board (see his memorandum attached).

Policy calls for applicants' interviews at the commission meeting prior to appointments. **Since only one application has been received for this position, it is Staff's recommendation to waive the 2<sup>nd</sup> meeting requirement and appoint Phil Leary to the Palatka Planning Board for the remainder of a three-year term to expire December 31, 2010.**

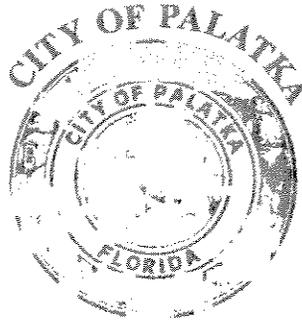
KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER



**RECEIVED**  
DEC 16 2008

ALLEN R. BUSH  
CITY MANAGER

BETSY JORDAN BRIGGERS  
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 Planning Board Board.  
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Phil Leary (Must be at least 18 yrs. old)

Residence 1821 Carr St. Phone: 385-3061

(911 Address) 1821 Carr St. Fax: -

Business Name Self-Employed Phone: 937-7829

& Address Self-Employed Fax: 328-2651

(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: pleary-govaff@yahoo.com Daytime Phone: 385-3061

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

Planning + Government Affairs Consultant - See Resume Attached

Professional Planner, member AICP

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.

Phil Leary 12/15/08

SIGNATURE OF APPLICANT DATE

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

cc Jim Lee 12-16-08

Philip L. Leary, AICP

**Qualifications**

Twenty-eight years experience in the fields of public policy, planning, environmental regulation and land use working for local, state government and the private sector. Fifteen years lobbying state legislature and congress, eighteen years as division and department administrator, with a broad range of disciplines and responsibilities.

**Experience**

2004- Present

Independent Consultant/Lobbyist representing private sector clients on legislative, environmental and land use issues at local, state and federal government levels. Specific areas of representation include public policy, environmental regulatory programs, land use and growth management, private property rights and water use.

1993-2004

Director, Government and Community Affairs

Florida Farm Bureau Federation

Responsible for growth management, land use and environmental issues, including regulatory programs at local, regional and state levels. Work directly with state and federal regulatory agencies, legislature and congress on agricultural production and property rights issues.

1990-1993

Director, Department of Planning, Zoning & Building

Supervised the preparation, implementation and evaluation of Clay County's Growth Management Plan. Directed staff working with government agencies and private sector in planning, zoning and development review functions.

Supervised 23 professional and technical staff members

Established a Public Participation Program for Growth Management Plan

Reorganized Planning Division, establishing DRI, Comprehensive Plan and

Development review sections

1986-1990

Director, Department of Planning, Zoning, and Building

Putnam County, Florida

Responsible for professional, technical and administrative work involving all phases of county planning, zoning and building. Supervised 13 staff members and developed policies and programs with respect to zoning and land use regulation.

Developed and implemented new zoning, sewage, disposal, sign and landscape ordinances

Prepared and administered department budget

Coordinated Planning Commission, Zoning Board and Subdivision Review

Committee meeting

1984-1986

Director, Division of Planning and Zoning  
Clay County, Florida

Responsible for administration and coordination of personnel and work in all aspects of planning and zoning, including Comprehensive Plan, land development regulations and review of land use and site development plans

1980-1984

Water Resources Specialist  
St. Johns River Water Management District

Responsible for environmental research and resource planning, including oral and written technical reports. Project Manager responsible for cooperative programs working directly with county, state and federal agencies

Established water quality and quantity research programs in agriculture  
Assisted staff in rule development and long range planning

#### **Education**

Bachelor of Science Agriculture Economics, Certificate Minor in Environmental Studies, University of Florida, Gainesville, Florida- June 1980. Curriculum: Natural Resources and Environmental Economics.  
Post Graduate Coursework in Public Administration, University of North Florida

#### **Affiliations**

American Institute of Certified Planners  
Florida Chapter, American Planning Association  
American Planning Association  
Florida 4-H Foundation State Board of Directors

#### **Contact Information**

1821 Carr Street  
Palatka, FL 32177  
(386) 385-3061 - Office  
(386) 937-7829 - Cell

## Betsy Driggers

---

**From:** Pam Sprouse  
**Sent:** Monday, January 12, 2009 9:58 AM  
**To:** Betsy Driggers  
**Cc:** James Lee; Debbie Banks  
**Subject:** Planning Board Resignation

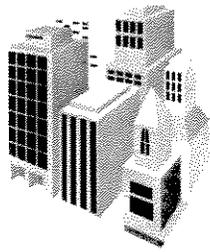
Good Morning Betsy,

As discussed, I am forwarding you notice of Leigh Rion's resignation. She advised me on January 5th, that she would not be able to continue her commitment as a Planning Board member, due to unforeseen personal circumstances. I had requested a written advise from her, but have not received it to date. We now have another seat to fill.

Thank you,  
Pam

# Agenda Item

3<sub>f</sub>



CITY OF PALATKA  
Woody Boynton  
City Manager  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0199  
e-mail: wboynton@palatka-fl.gov

# Memorandum

**To:** All Departments – **PLEASE POST**  
Palatka Gas Authority Employees

**CC:** Palatka City Commission

**From:** Elwin C. "Woody" Boynton, General Pension Board Secretary 

**Date:** 1/9/2009

**Re:** General Pension Board – 1/9/09 Employee Representative Election Results

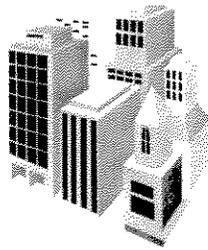
---

Melvin Register, Water Treatment Plant Superintendent, has been declared the winner of the 1/9/09 City of Palatka General Employees' Pension Board Representative Election. Mr. Register will serve a two-year term, which ends December 31, 2010. We look forward to his service in this important capacity.

Please join me in congratulating Jeff Norton for his exemplary service to the employees of the City of Palatka and Palatka Gas Authority as their Pension Board Representative for the past 14 years. During his tenure he has done a good job of keeping employees informed and educated about their Pension Plan through the newsletter he publishes, and has been a strong advocate for improved employee benefits. He has carried out his duties and responsibilities with integrity.

# Agenda Item

3g



CITY OF PALATKA  
 Betsy Jordan Driggers  
 City Clerk  
 201 N. 2<sup>nd</sup> Street  
 Palatka FL 32177  
 Phone: 386-329-0100  
 Fax: 386-329-0199  
 e-mail: betsy@qbso.net

# Memorandum

**To:** Mayor and Commissioners  
**From:** Betsy Driggers  
**Date:** 1/15/2009  
**Re:** 2007 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, or after new or returning commissioners are sworn in. *Pension Board appointments are made every even-numbered year; all current terms will expire January 31, 2010.* The list of current appointments (excluding Pension Boards) are as follows:

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

- Mayor Flagg
- Vice Mayor Brown
- Commissioner Norwood

Commission Liaisons: \*

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

*no set terms*

- Commissioner Kitchens
- Commissioner Kitchens
- Commissioner Brown
- Commissioner Norwood

Miscellaneous Commission Representatives

*Indefinite terms- usually appointments are made in January following elections*

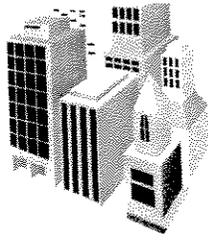
- County Recreation Committee
- Downtown Palatka, Inc. Liaison
- SJRWMD Liaison
- Save Central Academy Committee
- NE Fla. Regional Planning Council Rep.
- Greenways & Trails Liaison

- Commissioner Myers
- Commissioner Myers
- Commissioner Kitchens
- Mayor Flagg
- Vice-Mayor Brown
- Vice-Mayor Brown

***Staff recommends no changes be made at this time, as these appointments were made on April 22, 2008 and are less than one year old. Please take action to approve the 2009 Commissioner representative appointments to various boards and committees per Staff recommendation.***

# Agenda Item

3h



CITY OF PALATKA  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0199  
e-mail: bdriggers@palatka-fl.gov

# Memorandum

**To:** Mayor & Commissioners  
**From:** Betsy Driggers, City Clerk  
**Date:** 1/15/2009  
**Re:** 2009 Golf Course Advisory Board Appointments

---

Per Commission policy, Staff notified each president of the PMGA, PWGA and PSGA asking them to notify my office of the two members designated by their club for appointment to the Golf Course Advisory Board\*. They are as follows:

- a. PMGA President Greg Jungenberg & member appointee Kevin Durscher
- b. PWGA President Joy Langston and member appointee Gen Alvers
- c. PSGA President and member appointee

\*A total of six members are appointed by clubs. The Golf Pro is an ex-officio member, for a total of seven members. The Commission Liaison is Commissioner Norwood.

I have attached a copy of the minutes from each club's meeting showing those designations.

Please take action to appoint the members of this Board, per city policy.

*Staff recom. → Golf Bd App't Mem 2009*

**Palatka Seniors Golf Association**

**Date: January 14, 2009**

**Motion was made and passed to reappoint Ward Bair and appoint Chuck Horner as Senior Representatives on the Golf Course Advisory Board. No formal offices are being appointed for the Senior Golf Association.**

**Thank You,**

**David Trump  
Palatka Seniors Golf Association President 2008**

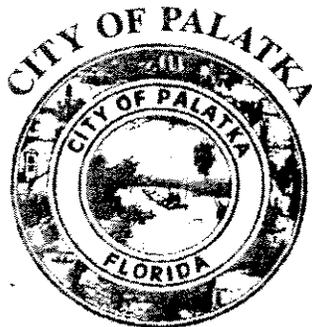
KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER



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

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: WARD BAIR, JR (Must be at least 18 yrs. old)

Residence Phone: 325-14048  
(911 Address) 128 KAREN CT. Fax: \_\_\_\_\_

Business Name Phone: \_\_\_\_\_  
& Address PALATKA FLA. 32177 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

Ward J Bair  
SIGNATURE OF APPLICANT

renew 1-14-09  
1-9-08  
DATE

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

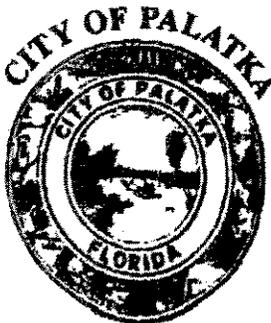
KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALI EGRA KITCHENS  
COMMISSIONER



ALLEN R. BUSH  
CITY MANAGER

BETSY JORDAN BRIGGERS  
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: Charles E Horner (Must be at least 18 yrs. old)  
Residence 2019 KATE STREET PALATKA, FL. Phone: 386-325-7842  
(911 Address) 2019 KATE STREET PALATKA, FL. Fax: \_\_\_\_\_  
Business Name Retired US Postal Service Phone: \_\_\_\_\_  
& Address Retired US Postal Service 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: CHUCK 635@Bell South.NET Daytime Phone: 325-7842

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)  
(HAVE SOME KNOWLEDGE OF GOVT. OPERATIONS, HAVING SERVED ON THE CITY COMMISSION 8 YEARS AND MANY COMMITTEES AT THAT TIME FROM 1972-1980.) - SERVED 2 TERMS ON SENIOR GOLF ASSOCIATION  
Respectfully Submitted

OTHER COMMENTS OR INFORMATION:  
I HAVE ENJOYED PLAYING GOLF HERE IN PALATKA SOME 35 YEARS I DEFINITELY FEEL A GOLF COURSE IS AN ASSET TO ANY COMMUNITY AND SHOULD BE PROMOTED

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.

Charles Horner 1-14-09  
SIGNATURE OF APPLICANT DATE

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

January 14, 2009

At the Palatka Men's Golf Association Meeting on January 6, 2009  
Greg Jungenberg (President) and Kevin Durscher (at large) were appointed  
To the Golf Course Advisory Board by a majority vote.

Kevin Orr  
Secretary, Palatka Men's Golf Association

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 DUNIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

KENNETH E. YENABLES  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

Regular meeting 1st and 4th Thursdays each month at 6:00 p.m.

**CITY OF PALATKA ADVISORY BOARD APPLICATION**

I wish to apply for appointment to the Palatka Golf Course <sup>Advisory</sup> 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 2101 Carr St Phone: 328-3106  
(911 Address) 2101 Carr St Fax: 328-6622  
Business Name MedEx Phone: 320 05 75  
& Address MedEx Fax: 320 05 71  
(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: 2101 Carr St

E-mail: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER COMMENTS OR INFORMATION: President Men's Golf Assoc.

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

SIGNATURE OF APPLICANT Greg Jungenberg DATE 1/3/09 <sup>Renew 1-14-09</sup>

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

201 N. 2ND STREET - PALATKA, FLORIDA 32177  
PHONE: (386) 329-0100 FAX: (386) 329-0106  
www.cityofpalatka.com

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 DRIGGERS  
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: Kevin Durscher (Must be at least 18 yrs. old)

Residence (911 Address) 230 Kirby Ln Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Business Name & Address Grandin FL 32138 Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

Preferred Mailing Address: P.O. Box 1, Grandin FL 32138

E-mail: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 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.

Kevin Durscher 1/3/08 renew 1-14-09  
SIGNATURE OF APPLICANT DATE

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

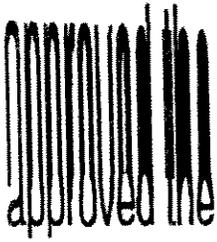
Golf Advisory Committee

From: naiadjol@bellsouth.net  
To: palatka@palatka.com  
Subject: Golf Advisory Committee  
Date: Thu, 15 Jan 2009 3:05 pm

---

To Whom It May Concern:

On January 8th, 2009, the Palatka Women's Golf Association



approved the

appointment of our president, Joy Langston, and a member at large, Gen Alvers, to serve as our liaisons to the Golf Advisory Committee..

Joyce Oliver  
Secretary

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 DRIGGERS  
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 Phone: 386.325.2169  
(911 Address) 120 Caca Rd E. Palatka Fax:  
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: 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 1-14-09  
DATE <sup>renew</sup>

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

KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER



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

ALLEN R. BUSH  
CITY MANAGER

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

KENNETH E. VENABLES  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

### 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 Phone: (386) 325-5006  
(911 Address) 139 Elsie DR, E. PALATKA, 32131 Fax: \_\_\_\_\_  
Business Name \_\_\_\_\_ Phone: \_\_\_\_\_  
& Address \_\_\_\_\_ Fax: \_\_\_\_\_

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

Preferred Mailing Address: \_\_\_\_\_

E-mail: \_\_\_\_\_ Daytime Phone: (386) 325-5006

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

Retired legal secretary - President PWSA - Member of golf course 50 yrs.

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  
SIGNATURE OF APPLICANT

Jan 04, 2008 (renew 1-14-08)  
DATE

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

# Agenda Item

3i

# 2009 PALATKA CITY COMMISSION CALENDAR

January 1 – June 30, 2009

Rev. 01-16-09

## JANUARY

- 2 - Pre-Agenda mtg. 9:00 a.m.
- 5 - Called Inaugural Meeting 7:30 p.m.
- 8 - City Commission mtg. 6:00 p.m.
- 15 - Pre-Agenda mtg. 9:00 a.m.
- 15 - NEFLC Meeting @ St. Augustine
- 19 - City offices closed in observance of Martin Luther King, Jr. Day
- 22 - City Commission mtg. 6:00 p.m.

## FEBRUARY

Black History Month

- 5 - Pre-Agenda mtg. 9:00 a.m.
- 12 - City Commission mtg. 6:00 p.m.
- 19 - Pre-Agenda mtg. 9:00 a.m.
- 19 - NEFLC Meeting - Green Cove Springs
- 26 - City Commission mtg. 6:00 p.m.

## MARCH

Women's History Month

- 5 - Pre-Agenda mtg. 9:00 a.m.
- 6 - Azalea Fest. Mayor's Reception
- 12 - City Commission pre-budget workshop 3:30 p.m.
- 12 - City Commission mtg. 6:00 p.m.
- 19 - Pre-Agenda mtg. 9:00 a.m.
- 19 - NEFLC Meeting - Starke
- 25 - FLC Legislative Action Day, Tallahassee
- 26 - City Commission mtg. 6:00 p.m.

## APRIL

- 2 - Pre-Agenda mtg. 9:00 a.m.
- 9 - City Commission mtg. 6:00 p.m.
- 16 - Pre-Agenda mtg. 9:00 a.m.
- 16 - NEFLC Meeting – Keystone Heights
- 23 - City Commission regular meeting 6:00 p.m.

## MAY

- 7 - Pre-Agenda mtg. 9:00 a.m.
- 14 - City Commission mtg. 6:00 p.m.
- 21 - Pre-Agenda mtg. 9:00 a.m.
- 21 - NEFLC Meeting - The Beaches
- 25 - City offices closed in observance of Memorial Day Holiday
- 28 - City Commission mtg. 6:00 p.m.

## JUNE

- 4 - Pre-Agenda mtg. 9:00 a.m.
- 11 - City Commission mtg. 6:00 p.m.
- 18 - Pre-Agenda mtg. 9:00 a.m.
- 18 - NEFLC Meeting – Orange Park
- 25 - City Commission mtg. 6:00 p.m.

**Upcoming:** April 4, March of Dimes, March for Babies  
**Conferences:** August 13 - 15, FLC Annual Conference, Orlando World Center Marriott  
November 19 - 20, FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando

# *Agenda Item*

*4*

# *Agenda Item*

5

ORDINANCE NO. \_\_\_\_

Entitled

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA;  
PRESCRIBING RULES GOVERNING THE OPERATION AND  
USE OF ALL PUBLIC DOCKS LOCATED WITHIN THE CITY;  
PROVIDING FOR PENALTIES; PROVIDING FOR  
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the enactment and enforcement of rules and guidelines governing the operation and use of all docks or docking facilities located upon or connected to property owned by the City of Palatka is necessary in order to assure consistency in the application of the City's policies and in order to assure compliance with conditions under which funding for at least one of such docks was secured; and,

**WHEREAS**, the City Commission has taken specific note of conditions set forth in the Department of Environmental Regulation permit number 541932442, dated July 17, 1991, in which authorization for the construction of a public dock (known as the "City dock"), was specifically conditioned upon terms which, among others, allowed only the "temporary" (less than 48 hours) mooring of vessels and required the facility to be open to the general public without charge; and,

**WHEREAS**, the rules and regulations set forth within this Ordinance are intended to apply not only to the "City dock", but also to all other docking facilities located upon or connected to property owned by the City of Palatka and are believed to be necessary in order to promote the public health, safety, and welfare.

**NOW, THEREFORE, BE IT ENACTED** by the citizens of the City of Palatka, Florida:

**SECTION I: Use of City docking facilities.** All docking facilities located upon or connected to property owned by the City of Palatka shall be open to the general public for

use without charge, provided however that charges may be assessed at a reasonable rate for water, electrical, sewage pump-out facilities, or similar services provided by the City, or by the City's designee, at said docking facilities.

**a) Charges for services:** Charges to be assessed for electrical, water, sewage pump-out, or similar services, shall be established by the City Manager and approved by the City Commission, as described in "ATTACHMENT A" which is hereby adopted as part of this Ordinance. A method of collecting said charges shall be created and implemented by the City Manager, with approval of the City Commission. The rate at which charges are to be assessed for services at the City's docking facilities shall be prominently displayed upon a sign or placard to be located at the facilities at which the services are to be provided.

**SECTION II: Prohibited Uses.** Notwithstanding anything set forth above or elsewhere herein, the following uses and actions at City docking facilities are hereby specifically prohibited:

**a) Extended stays.** Only temporary mooring of vessels shall be permitted. For purposes of this sub-paragraph, "temporary" shall be defined as any continuous stay of less than 48 hours. However, the mooring of a vessel shall not be defined as "temporary" if the vessel is being moored regularly and routinely at the City's public docking facilities, even if the vessel is moved periodically so as to avoid violating the "48 hour stay" rule set forth above. Any vessel that is moored at the City dock for and during the period of 6 hours or more during any calendar day and for more than 10 calendar days during any calendar month shall be deemed in violation of this sub-section.

**b) Recreational use only.** No commercial activities of any kind shall be conducted upon or in association with any vessel moored at the City dock. Nothing within this section or this Ordinance shall, however, prohibit the City from authorizing the mooring of vessels at the City dock in connection with commercial activities if the use of said vessel and/or said activities are in association with or related to a City sponsored activity.

**c) Non-emergency repairs prohibited.** The City docking facilities shall not be utilized for the purposes of effecting repairs to any vehicle or vessel, other than emergency repairs. For purposes of this sub-paragraph, "emergency repairs" shall be defined as those non-routine repairs necessary to prevent a vessel from sinking or being otherwise damaged or destroyed, or, necessary to restore a vessel to operational status. However, any emergency repair shall be completed within 48 hours of the time of the vessels mooring unless at the expiration of said time, it is impossible to move the vessel without endangering the vessel or those who are aboard it. The City Manager shall be vested with the authority to determine on a case by case basis whether or not conditions exist which justify allowing a vessel to remain moored at a City dock in excess of 48 hours for the purpose of effecting emergency repairs.

**d) Swimming and diving.** Diving or jumping into the water from the City's docking facilities, or swimming or wading from said facilities, shall be prohibited and signs notifying the public of these prohibitions shall be prominently displayed on site.

**SECTION III: Disclaimer of liability.** The City of Palatka shall advise all who might use the City docking facilities through the posting of appropriate signs that uses of City docking facilities shall be at the risk of the user and that the City does not intend to accept liability or responsibility for damages to property, injuries to persons, or death, caused by or incurred in association with the use of the City's docking facilities.

**SECTION IV: Penalty.** Except as otherwise provided in this Ordinance, any person or entity violating any of the provisions of this Ordinance may be punished as provided in Section 1-10 of the Municipal Code of the City of Palatka.

**SECTION V: Severability.** If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall

be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

**SECTION VI: Codification.** A copy of this Ordinance shall be furnished to the municipal code corporation for insertion in the Code of Ordinances for the City of Palatka.

**SECTION VII: Effective date.** This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its **MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO CONTENT AND CORRECTNESS:**

\_\_\_\_\_  
**CITY ATTORNEY**

**ATTACHMENT A**

No fees to be assessed.