

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA

February 13, 2014

CALL TO ORDER:

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

APPROVAL OF MINUTES – 1/23/14 Regular and 1/23/14 Workshop Meetings

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION – BLACK HISTORY MONTH – February, 2014**

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

3. CONSENT AGENDA:

- *a. **Adopt Resolution No. 2014-10-34** amending the FY 2013-2014 Budget through 1/31/2014
- *b. **Adopt Resolution No. 2014-10-35** authorizing the submission of a Federal Aviation Administration FY 2014 Airport Improvement Program Grant pre-application for the relocation of Taxiway D at the Palatka Municipal Airport
- *c. **Adopt Resolution No. 2014-10-36** authorizing payment of a \$4,000 deposit for engineering to FPL for the southern Riverfront Park Project "overhead to underground" conversion
- *d. **Adopt Resolution No. 2014-10-37** awarding the bid for Derelict Vessel Removal to Miner's Marine construction in the amount of \$25,250.00
- *e. **Adopt resolution no. 2014-10-38** awarding the Amphitheater Demolition Bid to Miner's Marine Construction in the amount of \$16,080.00 and authorizing execution of all contract agreements associated with this bid award
- *f. **Reappoint James Vickers to the Palatka Gas Authority Board** for a three-year term to expire January, 2017 (incumbent)
- *g. **Appoint Justin R. Campbell to the Palatka Planning Board** for the remainder of a three-year term to expire December, 2014 (sole applicant)
- *h. **Allow sales and consumption of alcoholic Beverages at the Palatka Municipal Golf Club/Course** during the Azalea Golf Tournaments on Sunday, March 9 and Sunday, March 16 from 7:00 a.m. to 1:00 p.m.
- *i. **Adopt Resolution No. 2014-10-43** authorizing execution of a Second Addendum to the Contract for Purchase and Sale of Riverfront Redevelopment Area #3 to SHP Hospitality, LLC to extend the investigation period by sixty (60) days, or April 10, 2014.

- * 4. **RESOLUTION No. 2014-10-39** authorizing the execution of a Scope & Service Agreement with Ayres Associates in the amount of \$25,450 to complete a cost analysis on the WWTP Biosolids Management System - Adopt

AGENDA - CITY OF PALATKA
February 13, 2014
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- * 5. **RESOLUTION No. 2014-10-40** vacating the park designation on property in Saratoga Estates Subdivision, Parcel ID#12-10-26-8450-0000-0000; accepting a quit-claim deed for said property, and authorizing execution of all agreements, contracts and deeds necessary to convey the City's interest in the property to Dorothy Myers, the adjacent property owner - Adopt
- * 6. **RESOLUTION No. 2014-10-41** accepting conveyance of the Tierra Woods S/D Retention Pond and authorizing execution of a Release of Lien for all fines, penalties and liens associated with Code Enforcement Case No. 11-80, Finding of Fact, Conclusions of Law
- * 7. **RESOLUTION No. 2014-10-42** setting City of Palatka Goals/Priorities for 2014 and 2015 and directing the City Manager to focus the City's resources to accomplish the stated goals – Adopt
- * 8. **DISCUSSION/PRESENTATION – Palatka's Population Growth Trend**
- 9. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 10. **COMMISSIONER COMMENTS**
- 11. **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:

Feb. 28 – Azalea Festival Mayor's Reception
March 1 & 2 – Florida Azalea Festival
Apr. 1 – FLC Legislative Action Day – Tallahassee
Apr. 12 – MOD Walk for Babies
May 23 - 26 – Blue Crab Festival
May 26 – City Offices closed for Memorial Day
July 4 – City Offices closed for Independence Day

Board Openings:

Fire Pension Board – 1 vacancy (Commission appointee)
County Library Board – 1 vacancy (city appointee at-large)
Tree Committee – 2 vacancies

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-34 amending the FY 2013-14 Budget through 1/31/2014

SUMMARY:

The City budget is governed by Chapter 166.241 and 200.065, Florida Statutes. These Statutes provide that the total budget at the fund level, once approved, cannot be exceeded unless a supplemental budget appropriation is enacted by the City Commission.

The Finance Department is requesting the attached budget amendments due to on-going requests from department heads to shift money from one line to another as well as adjustments to personnel expense lines of several departments due to savings from positions being vacated.

RECOMMENDED ACTION:

Staff recommends adoption of the Resolution amending the FY 2013-14 Budget for amendments through January 2014 in order to be in compliance with Florida Statutes.

ATTACHMENTS:

Description	Type
□ <u>Budget Amendment Resolution</u>	Resolution Letter

RESOLUTION No. 9 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING THE FY 2013-2014 BUDGET**

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2013-2014 budget.

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

1. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
001-02-524-1-1200	REGULAR SALARIES	\$ 99,745	\$ (16,214)	\$ 83,531
001-02-524-1-2100	FICA TAX EXPENSE	\$ 13,196	\$ (1,240)	\$ 11,956
001-02-524-1-2200	RETIREMENT EXPENSE	\$ 46,403	\$ (4,399)	\$ 42,004
001-02-524-1-2300	HEALTH AND LIFE INSURANCE	\$ 38,886	\$ (38)	\$ 38,848
001-03-575-3-4620	BUILDING MAINTENANCE	\$ -	\$ 10,000	\$ 10,000
001-15-572-6-6403	AMPHITHEATER DEMOLITION	\$ -	\$ 27,295	\$ 27,295
001-23-519-1-1200	REGULAR SALARIES	\$ 72,842	\$ (9,641)	\$ 63,201
001-23-519-1-2100	FICA TAX EXPENSE	\$ 5,572	\$ (738)	\$ 4,834
001-23-519-1-2200	RETIREMENT EXPENSE	\$ 19,594	\$ (2,593)	\$ 17,001
001-23-519-1-2300	HEALTH AND LIFE INSURANCE	\$ 15,532	\$ (2,947)	\$ 12,585
001-23-519-3-4100	COMMUNICATIONS SERVICES	\$ 552	\$ 515	\$ 1,067
TOTAL EXPENDITURES AMENDED:		\$ 312,322	\$ -	\$ 312,322

2. That the expenditures of the City of Palatka Water Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
041-11-533-3-4620	EQUIPMENT MAINTENANCE	\$ 35,000	\$ 25,000	\$ 60,000
041-11-533-3-5270	CHEMICALS AND FERTILIZERS	\$ 325,000	\$ (25,000)	\$ 300,000
041-12-535-6-6351	ST JOHNS & SR19 REUSE LINE REPAIR	\$ 70,000	\$ 11,507	\$ 81,507
041-29-536-9-9901	CONTINGENCY/RESERVE	\$ 37,175	\$ (11,507)	\$ 25,668
TOTAL EXPENDITURES AMENDED:		\$ 467,175	\$ -	\$ 467,175

3. That the expenditures of the City of Palatka Better Place Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
101-18-519-6-6454	AMPHITHEATER IMPROVEMENTS	\$ -	\$ 15,000	\$ 15,000

101-83-581-9-9907	BETTER PLACE RESERVE	\$ 154,604	\$ (15,000)	\$ 139,604
TOTAL EXPENDITURES AMENDED:		\$ 154,604	\$ -	\$ 154,604

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13rd day of February, 2014.

CITY OF PALATKA

 By: Its MAYOR

ATTEST:

 CITY CLERK

**APPROVED AS TO FORM
 AND CORRECTNESS:**

 CITY ATTORNEY

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-35 authorizing the submission of a Federal Aviation Administration FY 2014 Airport Improvement Program grant pre-application for the relocation of Taxiway D at the Palatka Municipal Airport

SUMMARY:

Attached is a Federal Aviation Administration pre-application for the relocation of Taxiway D at the Palatka Municipal Airport. The current location of Taxiway D does not take advantage of the full length of the runway 17-35. This causes aircraft to "back-taxi" or travel against the designated direction of the runway. This project proposes to relocate Taxiway D to the north to take advantage of the full length of the runway 17-35. In addition, the closure of runway 12-30 has resulted in a need to update markings, lighting and signage at the Taxiway D/ Runway 17-35 intersection. The total project cost is estimated at \$260,000 and is funded at (90%) FAA , (5%) State and (5%) City cost share.

RECOMMENDED ACTION:

Adopt Resolution 2014-10-35 authorizing the submission of a Federal Aviation Administration FY 2014 Airport Improvement Program grant pre-application for the relocation of Taxiway D at the Palatka Municipal Airport

ATTACHMENTS:

	Description	Type
D	<u>Resolution</u>	Resolution Letter
D	<u>FAA Pre-Application</u>	Backup Material
D	<u>Airport Aerial</u>	Backup Material

RESOLUTION NO. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST A FEDERAL AVIATION ADMINISTRATION
FY 2014 AIRPORT IMPROVEMENT PROGRAM GRANT PRE-
APPLICATION FOR THE RELOCATION OF TAXIWAY D**

WHEREAS, Taxiway D does not align with the beginning of Runway 17-35 and the removal of Runway 12-30 has caused for the need to update lighting, markings and signage; and

WHEREAS, the City of Palatka desires to realign Taxiway D and make the necessary improvements to lighting, markings and signage; and

WHEREAS, the total project cost for the above project is estimated at \$260,000.00, with the FAA funding up to 90% of the total eligible cost, or \$234,000, and with the Florida Department of Transportation (FDOT) funding 5%, or \$13,000.00 and the City of Palatka funding the remaining 5%, or \$13,000.00 of the total eligible cost; and

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2013-2014 budget; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Grant Application

NOW THEREFORE, be it resolved as follows:

1. That the Palatka City Commission confirms and approves the City of Palatka grant pre-application to FAA for the aforementioned grant funds for the relocation of Taxiway D (the PROJECT); and
2. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

REVENUES:		Last	Recommended	As
<i>Revenue Number</i>	<i>Description</i>	Approved	Amendments	Amended
005-00-389-2-8102	FAA-TAXIWAY D	\$ 150,000	\$ 84,000	\$ 234,000
005-00-389-3-8903	FDOT-TAXIWAY D	\$ 8,334	\$ 4,666	\$ 13,000
TOTAL REVENUES AMENDED:		\$ 158,334	\$ 88,666	\$ 247,000

3. That the expenditures of the City of Palatka Airport Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
005-05-542-6-6293	TAXIWAY D	\$ 166,667	\$ 93,333	\$ 260,000
005-05-542-9-9900	CONTINGENCY/RESERVE	\$ (308,483)	\$ (4,667)	\$ (313,150)
TOTAL EXPENDITURES AMENDED:		\$ (141,816)	\$ 88,666	\$ (53,150)

4. That the City Manager and City Clerk of the City of Palatka are hereby authorized to execute and attest the FAA pre-application in the amount of \$234,000, which represents up to 90% of the total eligible costs associated with the above referenced PROJECT.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of February, 2014.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

City of Palatka
201 North 2nd Street
Palatka, FL 32177

January 16, 2014

Mr. Vernon Rupinta
Program Manager
Federal Aviation Administration
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32822

Dear Mr. Rupinta:

**Subject: Palatka Municipal Airport; Palatka, Florida
FY 2014 Airport Improvement Program
Pre-Application: Taxiway D Relocation**

Enclosed please find an FY 2014 Airport Improvement Program grant application for the following projects at the Palatka Municipal Airport:

I. Taxiway D Relocation

The following items are enclosed for each of the above projects:

- ✓ Federal Assistance Request Checklist
- ✓ Standard Form 424 -- Application for Federal Assistance
- ✓ Detailed Project Information Sheet
- ✓ Individual Project Cost Breakdowns and Total Cost Summary
- ✓ Environmental Determination Documentation
- ✓ Individual Project Schedule

The airport will advertise the project, review the contract bids received and submit our recommendation for award along with a formal grant application package for your review by June 1, 2014.

Please let me know if you have any questions or comments.

Sincerely,

Michael Czymbor
City Manager

Cc: Gene Lampp, FDOT – District 2

Airport Improvement Program
Orlando Airports District Office
Federal Assistance Request Checklist

APPLICATION CHECKLIST

Airport:	Palatka Municipal Airport
Sponsor:	City of Palatka
City, State:	Palatka, FL
Date of Application:	1/16/2014

Cover Letter:

- Letter of Credit method of payment requested.
- Project(s) identified. (Any changes from previous meetings/discussions should be discussed prior to submission.)
- N/A If pre-application, proposed application date identified.
- N/A If application, any changes to requested amount are identified and reasons provided.
- N/A If application, identify if any changes have taken place on Exhibit "A" Property Map since last grant.
- N/A If application, identify if any changes have taken place on Exhibit "C" Title Opinion since last grant.

Application:

- Standard Form 424 -- Application for Federal Assistance
- Detailed Project Information Sheet
- Project Cost Estimates – One for each project and a summary
- Project Sketch – One for each or one drawing with all projects
- Environmental Determination Documentation for each project (CatEx Checklist, Copy of FONSI or ROD Signature Page)
- Individual Project Schedules

**APPLICATION FOR
FEDERAL ASSISTANCE**

2. DATE SUBMITTED 1/16/2014	Applicant Identifier 28J
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION	
<i>Application</i>	<i>Pre-application</i>
<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Construction
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction

5. APPLICANT INFORMATION

Legal Name: City of Palatka	Organizational Unit:
Organizational DUNS: 01-059-5445	Department:
Address: Street: 201 N. 2 nd Street	Division:
City: Palatka	Name and telephone number of the person to be contacted on matters involving this application (give area code):
County: Putnam	Prefix: Mr. First Name: Michael
State: Florida Zip Code: 32177-	Middle Name:
Country: USA	Last Name: Czymbor
	Suffix:
	Email: mczybor@palatka-fl.gov

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 5 9 - 6 0 0 0 4 0 1	Phone Number (give area code): 386-329-0100	Fax Number (give area code): 386-329-0106
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8. TYPE OF APPLICATION:
 New Continuation Revision
 If Revision, enter appropriate letter(s) in box(es)
 (See instructions for description of letters)
 Other (specify)

7. TYPE OF APPLICANT: (See instructions for Application Types)
 C
 Other (specify)

9. NAME OF FEDERAL AGENCY: Federal Aviation Administration

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
 2 0 . 1 0 6
 TITLE (Name of Program): Airport Improvement Program

12. AREAS AFFECTED BY PROJECT (Cities, Counties, State, etc.):
 City of Palatka, County of Putnam

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
 Taxiway D Relocation (Construction-phase)

13. PROPOSED PROJECT
 Start Date: 08/01/14 Ending Date: 02/01/15

14. CONGRESSIONAL DISTRICTS OF:
 a. Applicant 7 b. Project 7

15. ESTIMATED FUNDING:

a. Federal	\$234,000.00
b. Applicant	\$13,000.00
c. State	\$13,000.00
d. Local	
e. Other	
f. Program Income	
g. TOTAL	\$260,000.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. Yes THIS PREAPPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:

b. No. PROGRAM IS NOT COVERED BY E.O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 Yes If "Yes", attach an explanation. No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THE DOCUMENT, AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Authorized Representative

Prefix: Mr. First Name: Michael	Middle Name:
Last Name: Czymbor	Suffix:
b. Title: City Manager	c. Telephone Number (give area code): 386-329-0104
d. Signature of Authorized Representative X	e. Date Signed: X

Detailed Project Information Sheet
 Airport Improvement Program
 Grant Pre-Application

Airport: Palatka Municipal Airport
 City, ST: Palatka, FL
 Project Title: Taxiway D Relocation (Pavement, Lighting, Marking and Signage)

Project Description: This project will involve the following components:
 1. Taxiway D Relocation (350-400' x 35')

Project Justification: The current location of parallel Taxiway D does not access the full length of Runway 17-35, causing aircraft to back-taxi on the runway.
 Also, the recent / permanent closure of Runway 12-30 has resulted in the need to update the marking, lighting and signage at the Taxiway D / Runway 17-35 (and former Runway 12-30) intersection.

Special Circumstances:

Project Cost Information:

Total Cost (100%)	FAA Share (90%)	State (05%)	Local (05%)
\$260,000	\$234,000	\$13,000	\$13,000

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
NP (2013)	\$85,200	\$85,200	\$0
NP (2014)	\$150,000	\$148,800	\$1,200
Total	\$235,200	\$234,000	\$1,200

Alternate Funding Plan: *None (at Pre-Application Stage).*

**Palatka Municipal Airport
PROJECT COSTS**

Taxiway D Relocation (Pavement, Lighting, Marking and Signage)		
	Cost (100%)	FAA (90%)
Construction	\$ 225,000	\$ 202,500
Inspection / Material Testing	\$ 25,000	\$ 22,500
SJRWMD (permit modification)	\$ 10,000	\$ 9,000
Other N/A	\$ 0	\$ 0
Subtotal Amount	\$260,000	\$234,000

PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Completion of Plans and Specifications, and Eng. Report	04/14
Submit Plans and Specs to FAA	05/14
Advertisement of Project for Bids	05/14
Receipt of Bids	06/14
Submittal of Project Application to FAA	06/14
Execution of FAA Grant	08/14
Notice to Proceed to Contractor	09/14
Completion of Construction	02/15
Final Inspection	03/15
Project Close-Out	04/15

DETERMINATION OF ENVIRONMENTAL IMPACTS

Airport: Palatka Municipal Airport.

Detailed Project Description (attach project drawing and additional pages as necessary):

Taxiway D Relocation (Construction-phase).

Is the proposed project(s) listed as categorically excluded in one or more of *paragraphs 307-312 of FAA Order 1050.1E*?
Yes.

Please identify which paragraph(s): 309 & 310.

In order for the FAA to determine the appropriate course of action, as a Categorical Exclusion, the sponsor must certify that the proposed action does **NOT** (1) involve any of the following circumstances, and does **NOT** (2) have a significant effect. A determination as to whether the proposed project (s) may have a significant environmental effect is made by considering any requirements applicable to the specific resource (see *FAA Order 1050.1E Appendix A*).

- a. Have an adverse effect on cultural resources protected under the *National Historic Preservation Act of 1966*, as amended.
- b. Have an impact on properties protected under *section 4(f) of the Department of Transportation Act*.
- c. Have an impact on natural, ecological (e.g. invasive species), or scenic resources of Federal, Tribal, State, or local significance (for example: Federally listed or proposed endangered, threatened, or candidate species or designated or proposed critical habitat under the Endangered Species Act), resources protected by the Fish and Wildlife Coordination Act; wetlands; floodplains; prime, unique, State or locally important farmlands; energy supply and natural resources; and wild and scenic rivers, including study or eligible river segments and solid waste management.
- d. Cause a division or disruption of an established community, or a disruption of orderly, planned development or an inconsistency with plans or goals that have been adopted by the community in which the project is located.
- e. Cause an increase in congestion from surface transportation (by causing a decrease in Level of Service below acceptable level determined by appropriate transportation agency, such as a highway agency).
- f. Have an impact on noise levels of noise-sensitive areas.
- g. Have an impact on air quality or violate local, State, or Federal air quality standards under the *Clean Air Act Amendments of 1990*.
- h. Have an impact on water quality, sole source aquifers, a public water supply system, or State or Tribal water quality standards established under the *Clean Water Act* and the *Safe Drinking Water Act*.
- i. Have effect(s) on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed Federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Opposition on environmental grounds by a Federal, state, or local government agency or by a Tribe or by a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement regarding the effects of a proposed action exists.
- j. Likelihood to be inconsistent with any Federal, State, Tribal, or local law relating to the environmental aspects of the proposed action.
- k. Likely to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses likely to be contaminated with hazardous materials based on Phase I or Phase II Environmental Due Diligence Audit (EDDA's), or likely to cause such contamination

I certify that the project(s) described above meet(s) the test for a Categorical Exclusion in accordance with *FAA Order 1050.1E* and *paragraphs a thru k* above.

Signature of Authorized Airport Representative

Date

FAA Determination (by program manager signature):

Categorically Excluded: _____ Date: _____

Requires further environmental analysis: _____ Date: _____

ENVIRONMENTAL DETERMINATION CHECKLIST (FY 2014)

Airport: Palatka Municipal Airport.

Proposed Project(s): Taxiway D Relocation (Construction-phase).

Prepared and certified by: Andrew Holesko, Passero Associates, LLC.

Date: 1/14/2014.

	YES	NO	COMMENTS
IS THIS PROPOSED PROJECT LISTED AS CATEGORICALLY EXCLUDED IN FAA ORDER 1050.1E, paragraphs 307-312	X		
THIS PROPOSED PROJECT WILL AFFECT:		X	
Coastal Resources		X	
Section 4(f) Land		X	
Farmland		X	
Endangered or Threatened Species (Federal or State listed)		X	
Floodplains		X	
Hazardous Materials or Solid Waste Management		X	
Historic/Architectural, Archaeological/Cultural Resources		X	
Light Emissions or Cause Visual Impacts		X	
Natural Resources or Energy Supply		X	
Low Income or Minority Populations or Children		X	
Wetlands		X	
Wild and Scenic Rivers (study or eligible)		X	
THIS PROPOSED PROJECT IS LIKELY TO:		X	
Be highly controversial on environmental grounds including opposition by Federal, state, local, or Tribal or a substantial number of persons affected by the action.		X	
Be inconsistent with any Federal, State, or local law relating to the environmental aspects of the proposed action.		X	
Cause community disruption or inconsistency with plans or goals that have been adopted by the community		X	
Cause an increase of 1.5 DNL over noise sensitive areas		X	
Displace persons or businesses		X	
Disrupt local traffic patterns and substantially reduce levels of service (LOS) of roads serving the airport and surrounding communities		X	
Result in a substantial loss in community tax base		X	
Impact water quality, sole source aquifers, public water supply system, or state or tribal water quality standards		X	
Impact or violate local, state, Tribal, or Federal air quality standards		X	

Attach detailed comments for all “yes” answers on a separate sheet, and explain your justification for a request for a determination of Categorical Exclusion.

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-36 authorizing payment of a \$4,000 deposit for engineering to FPL for the Southern Riverfront Park Project "overhead to underground" conversion

SUMMARY:

The Southern Riverfront Park project is scheduled for construction starting in June of 2014. Similar to the work completed in the Norther section of the park, the rerouting and/or under-grounding of overhead lines will be necessary to facilitate roadway and parking realignment and to improve the overall aesthetics of the park. Staff has been in talks with Florida Power & Light (FPL) representatives regarding the scope of the work and the most cost efficient way of completing this work. The current estimate for this work is \$172,000. In order to proceed with the final engineering and cost proposal, FPL requires a \$4,000 engineering deposit.

RECOMMENDED ACTION:

Adopt the resolution to authorize payment of a \$4,000 engineering deposit payment to FP&L for the Southern Riverfront Improvement Project

ATTACHMENTS:

	Description	Type
□	<u>Resolution</u>	Resolution Letter
□	<u>FPL Proposal</u>	Backup Material
□	<u>Overhead Conversion Limits</u>	Backup Material

RESOLUTION NO. 2014-10-

**A RESOLUTION AUTHORIZING AN ENGINEERING DEPOSIT
PAYMENT TO FLORIDA POWER AND LIGHT FOR THE SOUTHERN
RIVERFRONT IMPROVEMENT PROJECT**

WHEREAS, the City of Palatka and Florida Power & Light (FPL) have developed a preliminary scope of work to underground overhead electrical lines within the southern portion of the Riverfront Park; and

WHEREAS, the FPL requires an engineering deposit in the amount of \$4,000 to develop detailed design and construction estimates; and

WHEREAS, the City deems it reasonable and necessary to pay FPL an engineering deposit to develop detailed plans for the undergrounding of overhead electrical lines in the southern portion of the Riverfront Park.

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

1. That the palatka City Commission approves the \$4,000 engineering deposit to Florida Power and Light.
2. That the City Manager is hereby authorized to sign all contracts and other documents as may be required in support of the **Project**, after review and approval by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of February, 2014.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk



January 23, 2014

Jonathan Griffith
Project Manager
City of Palatka
201 North Second St
Palatka, FL 32177

Dear Jonathan:

In response to your letter dated June 6, 2013, the non-binding "ballpark" estimate to convert the overhead electric distribution facilities described in that letter, and located in the prescribed area in Downtown Palatka, to an underground system is \$171,200.00 and is based on the customer performing the trenching and the conduit installation. This estimate is not an offer from FPL to perform the requested conversion and should not be construed or used as such for detailed planning purposes. It is provided strictly to assist your preliminary decision making.

This non-binding estimate is an "order of magnitude" estimate, and is based on previous FPL experience. However, due to the complex nature and variables associated with this type of work, the estimate may not accurately represent the actual cost your community would be obligated to pay FPL to convert its facilities. A detailed and "binding" estimate will be provided, should you decide based on this "ballpark" estimate, and will commence should you elect to pay the non-refundable engineering deposit as set forth in Florida Administrative Code 25-6.115. The deposit is required due to the complexity and time required to estimate such a conversion, and would be applied towards the estimated amount (known also as the CIAC amount) owed to FPL for the conversion, should you decide to proceed with the work contained in the estimate, and contract for that work within 180 days of the date the estimate is provided.

FPL estimates include only estimated charges to be paid by the applicant to FPL. Costs associated with restoration of property affected by the conversion; acquisition and recording of easements; "clearing" of trench routes; trenching, backfilling, and conduit installation of the primary backbone and individual service laterals; and rearrangement of customer service entrances have been excluded. These elements of the conversion will be the responsibility of the applicant. Rearrangement of customer electric service entrances may, in addition, impose additional customer expense if local inspecting authorities require customer wiring to be brought to current codes. The applicant is also responsible for arrangements that must be made to accommodate other utilities/pole licensees affected by the conversion.

Regarding easements, an underground electric distribution system cannot just simply replace an overhead system. Typically, overhead systems exist as part of a county or municipal right-of-way, and when necessary, as part of a specific easement. In contrast, an underground distribution system requires more space than is typically provided by road rights-of-way and easements for overhead facilities. In underground systems, major components formerly attached to poles must now occupy "at grade" appurtenances, e.g., ground level pad mounted transformers and switch cabinets. Facilities of an underground distribution system will not be placed in road right-of-way, with the exception of cables required for crossings. Additional easements will, in all likelihood, be required. Describing, securing, and recording easements, with opinions of title, is the responsibility of the applicant. FPL strongly suggests that all easements required for the conversion be described and secured prior to requesting the

detailed cost estimate. Obtaining easements is typically the most difficult aspect of the conversion process, the time required to secure the easements may exceed the 180 day binding estimate timeframe.

Should you decide to request a detailed "binding" estimate, an engineering deposit in the amount of \$4,000.00 would be required before commencing with the detailed design and estimating process. The request for the estimate must be in writing, and must describe in detail the facilities to be converted. Binding estimates are valid for 180 days, and would be subject to change in the event of a work scope change. Should actual FPL costs exceed the binding estimate amount, the applicant may be responsible for those additional costs up to a maximum of 10% of the binding estimate amount. Payment of the CIAC, easements (with opinion of title and recorded), agreements from other utilities/pole licensees, and execution of a Conversion Agreement would be required before commencement of construction.

Should you have any questions or wish to consider a binding cost estimate, please call me at 386-329-5149.

Sincerely,



S. Hessling
Technical Specialist II

cc:



Limits of Undergrounding

Southern Riverfront improvement Project

Generalized spatial representation that is subject to revisions. This information is provided as a visual representation only and should not be used as a legal or official representation of legal boundaries. The Putnam County Board of County Commissioners as well as the constitutional officers including the Clerk of the Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector assume no responsibility associated with its misuse.

*Agenda
Item*

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-37 awarding the bid for Derelict Vessel Removal to Miner's Marine Construction in the amount of \$25,250.00 and authorizing execution of all contracts & agreements associated with the award

SUMMARY:

In an effort to advance the removal of multiple vessels in Putnam County that have an adverse impact on boating activities in and around the City's waterfront, the City has partnered with the County for the removal of the following derelict vessels:

- Case #FWNE-13-OFF-006523 (Registration # FL 4905 LW);
- Case #FWNE-11-OFF-006657 (Registration # FL 2215 GN); and
- Case #FWNE-13-OFF-008072 (Registration # FL 8977 PD).

All three of these vessels are currently partially submerged in the St. Johns River to the west of Downtown Palatka. An Invitation to Bid was advertised on January 7, 2014 for the complete removal and disposal of the derelict vessels. Five (5) bids were received. Miner's Marine Construction, Inc. was the lowest qualified bidder with a bid of \$25,250. The period of performance for this work is February 14-28.

RECOMMENDED ACTION:

Adopt Resolution 2014-10-37 awarding a bid to Miner's Marine Construction, Inc., in the amount of \$25,250 for the removal of derelict vessels and authorizing the City Manager and City Clerk to execute and attest the Contract Agreement.

ATTACHMENTS:

	Description	Type
D	Resolution	Resolution Letter
D	Derelict Vessel Removal Bid Sheet	Backup Material
D	Miiner's Marine Bid	Backup Material

RESOLUTION No. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING A BID TO MINER'S MARINE CONSTRUCTION, INC.,
IN THE AMOUNT OF \$25,250 FOR THE REMOVAL OF DERELICT
VESSELS AND AUTHORIZING THE CITY MANAGER AND CITY
CLERK TO EXECUTE AND ATTEST THE CONTRACT
AGREEMENT**

WHEREAS, on January 7, 2014 the City of Palatka (the City) advertised an Invitation to Bid for derelict vessel removal, (the Project), and

WHEREAS, on January, 29, 2014 the City received and opened bids at 3:00 PM and the apparent lowest and best bid was from Miner's Marine Construction, Inc., in the amount of \$25,250; and

WHEREAS, the Putnam County Board of County Commissioners is funding the Project; and

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2013-2014 budget; and

WHEREAS, the City deems it reasonable and necessary to enter into a construction agreement with Miner's Marine Construction, Inc. for said Project.

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

1. That the Palatka City Commission awards the Derelict Vessel Removal Bid to Miner's Marine Construction, Inc.
2. That the City Manager and City Clerk are hereby authorized to execute and attest the Miner's Marine Construction, Inc. Construction Agreement in an amount not to exceed \$25,250 for Derelict Vessel Removal.
3. That the revenues of the City of Palatka Better Place Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

REVENUES:

<i>Revenue Number</i>	<i>Description</i>	Last Approved	Recommended Amendments	As Amended
101-00-337-3-0001	PUTNAM COUNTY-DERELICT VESSEL	\$ -	\$ 25,250	\$ 25,250
TOTAL REVENUES AMENDED:		\$ -	\$ 25,250	\$ 25,250

4. That the expenditures of the City of Palatka Better Place Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

EXPENDITURES:

<i>Expenditure Number</i>	<i>Description</i>	Last Approved	Recommended Amendments	As Amended
001-18-519-8-8923	DERELICT VESSEL REMOVAL	\$ -	\$ 25,250	\$ 25,250
TOTAL EXPENDITURES AMENDED:		\$ -	\$ 25,250	\$ 25,250

5. That the City Manager is hereby authorized to sign all contract and other documents as may be required in support of the **Project**, after review and approval by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of February, 2013.

CITY OF PALATKA

By: Its **MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka
Bid Opening

Date 1-29-14

Project Perched Cessels
Dept. Sanitation Support

Opened by: Vicki Young
Read by: Betsy Duggan

Bidder name	Add?	Base Bid Amount	48' Hires Boat	26' Sailboat	Total
1. BA Marine Jacksonville, FL S.E. Cline Const. Palm Coast, FL	X3	\$ 8,220	\$41,860	\$ 8,020	\$58,100
2. Hal Jones Const. Jacksonville, FL	X3	\$ 9,498.75	\$10,327.50	\$9,498.75	\$29,325.00
3. Jackson Marine, LLC San Mateo, FL	X3	\$29,000	\$39,324	\$ 28,500	\$96,824
4. Miner's Marine Palatka FL	X3	\$9,250	\$16,500	\$ 8,900	\$34,650
6.		\$	\$	\$	
7.		\$	\$	\$	

Witnesses: Vicki Young

Miners' Marine
Palatka



Invitation to Bid (ITB) 14-001

DERELICT VESSEL REMOVAL

The City of Palatka is seeking bids for the raising, removal and disposal of three (3) derelict vessels from the St. Johns River near Palatka, FL. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this ITB.

Advertisement Date: January 7, 2014

Pre-bid conference: n/a

Bid Deadline: January 29, 2014 3:00 PM

Period of Performance: February 14-28, 2014

Contact: Jonathan Griffith, Project Manager / Grants Administrator
201 North Second Street
Palatka, FL 32177
jgriffith@palatka-fl.gov
(386) 329-0103

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original and two (2) copies in a sealed envelope marked in red ink "RESPONSE TO INVITATION TO BID 14-001 FOR DERELICT VESSEL REMOVAL". Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the City.

The work shall consist of providing for the complete removal of three (3) derelict vessels located in the waters of the St. Johns River near Palatka, FL. Vessel location and information can be found on the attached Vessel Reports (**Exhibit G**). Removal shall include but is not limited to: all material, labor, equipment and insurance necessary to provide for the raising, removal, transportation and disposal of all three (3) vessels per Florida Department of Environmental Protection Best Management Practices (**Exhibit A**) and any other applicable Federal and State Laws.

Bids shall be completed on the enclosed Bid Form (**Exhibit F-1**) as set forth in the Invitation to Bid and otherwise be in compliance with the Bidding Documents. Each bid must be submitted on the prescribed form and certified by the Bidder. Bidders shall provide three (3) references. Sealed bids will be received by Ms. Betsy Driggers, City Clerk, City of Palatka, 201 North Second Street, Palatka, Florida 32177 until **3:00 p.m. (local time) on January 29, 2014**. Any Bids received after the specified time and date will not be considered.

The Bidder shall be properly licensed and fully insured and upon award of bid, present to the City of Palatka paperwork indicating such. The awarded contractor will be responsible for notifying the City and Fish and Wildlife Conservation Commission case officer prior to removal so that proper chain of custody and disposal can be documented. The City of Palatka is an Equal Opportunity Employer and reserves the right to waive any informality's or to reject any or all bids.

For further information or clarification, contact the Project Manager: Mr. Jonathan Griffith, City of Palatka, 201 North Second Street, Palatka, Florida 32177, telephone 386-329-0103 ext. 325, facsimile 386-329-0199 or email jcgriffith@palatka-fl.gov.

EXHIBIT "A"

Fish and Wildlife Conservation Commission

DERELICT VESSEL REMOVAL BEST MANAGEMENT PRACTICES

Derelict Vessel Removal Process

Derelict vessels are existing impacts to the environment as well as boating safety hazards, impediments to navigation, and esthetic nuisances. Typically these vessels are found grounded on the edges of active waterways where they may have physical impacts on benthic and shoreline communities. However, the impact of these vessels is not limited to their immediate location. If left unattended, the influences of winds and tides continue to push the boats causing greater impact as they become more deeply mired into the environment. Early extraction of these vessels will avoid and minimize the environmental impacts. In addition to these physical impacts resulting from the movement of these vessel through the environment; there is the long term effect caused by their continued degradation and decay in the marine environment. These vessels may be constructed of various materials, such as wood, steel, aluminum, or fiberglass; each having varying degrees of resilience and can remain in the marine environment for extended periods of time. With the progression of time; the environmental impacts increase with the shading from the hull and displacement of live bottom and emergent vegetative communities resulting from the expansion of the debris field as the vessels disintegrates. The impacts resulting from the removal of these vessels during any stage is less than the impacts caused by the long term presence of the vessel in the marine environment. Therefore the early detection and removal of these abandoned and derelict vessels is the best means of minimizing the individual or cumulative impacts to the environment.

Derelict Vessel Removal (FDEP) Permit Exemption

An Exemption under Florida Administrative Code Chapter 62-330-051(5)(g) by Florida Department of Environmental Protection, has been established for the removal of derelict vessels. Based on the presumption that the extraction of these vessels from the marine environment will cause only minimal environmental impacts and in turn avoid the long term impacts resulting from the degradation of the vessel at it current location. The environmental impacts are ameliorated by the application of the best management practices referenced below.

Florida Administrative Code Chapter 62-330-051(5)(g)

(g) The removal of derelict vessels, as defined in Section 823.11(1), F.S., by federal, state, and local agencies, provided

1. The derelict vessel case has been completed as specified in Section ~~705.103~~, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission,

2. All work is done in a manner that, to the greatest practicable extent, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass bed, oyster beds, coral communities, mangroves, other wetlands, and live bottom, and

3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work

General Derelict Vessel Removal and Environmental Protection Best Management Practices

The following best management practices (BMP's) will be employed by the marine contractor during the removal of derelict vessels. These BMP's will be incorporated into the contract for each vessel removal project. The marine contractor selected for the project will be required to show proof of their ability to meeting the BMP requirements with their contingency of equipment, staff and expertise in the removal of derelict vessels.

Compliance with these BMP's will be monitored by the County and by local Florida Fish and Wildlife Conservation Commission law enforcement officers. These BMP's are as follows:

a. All Work Is To Meet The Following Requirements:

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will provide at least one dedicated manatee observer (per barge or vessel) for all in-water work that is being performed. All turbidity barriers shall be monitored for manatee entanglement. A 'Caution Manatee Area' sign will be in place on the working vessel at all times.
6. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, and engine from the derelict vessel prior to extraction. Any contaminant or pollutant found to be contained within a derelict vessel shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of an absorbent blanket on the surface of the water around the derelict vessel within the turbidity barrier is required where free floating product (gas/oil) is observed.
7. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each derelict vessel is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.
8. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the derelict vessel and around the perimeter of any upland staging site (where necessary).
9. The Contractor is to monitor turbidity levels throughout removal work.
10. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the derelict vessel from the water.

11. The Contractor will measure turbidity levels and allow them to return to a level that is not in excess of 20 NTU's over initial turbidity readings prior to removal of turbidity measures.
12. The dragging of vessels is to be avoided both on and off-shore. All vessels/barges used in vessel removal shall continually monitor water depths to avoid running aground.
13. The Contractor will load derelict vessels onto a barge and/or flat bed truck (or similar) for proper disposal.
14. The Contractor is to photo-document all removals as described in Item 6 below with pictures taken before, during and after removal. The Contractor will provide a daily written report of all removal activities.

b. For Derelict Vessels That Are Floating Or Lightly Aground:

1. The vessel is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the vessel is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

c. For Derelict Vessels That Are Hard Aground:

1. The vessel is to be approached using shallow draft vessels.
2. The vessel is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

d. For Derelict Vessels Sunken in Shallow Water:

1. Install and inflate flotation bags as needed.
2. Lift the vessel with barge mounted crane or similar equipment.

EXHIBIT "B"

CONTACT SHEET

CITY OF PALATKA, FL

Name: Miner's Marine Construction, Inc.

Federal Taxpayer ID: 593757539

Mailing Address: 649 Hwy 17 North

City, State, & Zip Code: Palatka FL 32177

Telephone: (386) 325-0881 Fax: (386) 326-0419

Cell Phone: (386) 546-0133

Email: minersmarine@aol.com

Submitted By: David J. Miner II

Title: President

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

Accounting Contact:

Name: Natalie Miner Title: Secretary

Email Address: minersmarine@aol.com Phone: (386) 325-0881

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

EXHIBIT "C"

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

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for 14-001
for derelict vessel removal.
2. This sworn statement is submitted by (entity) Mingo's Marine Construction, Inc. whose business address is 149 Hwy 17 North and (if applicable) Federal Employer Identification Number (FEIN) is 59-3757539 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is David M. Mingo and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

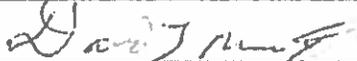
As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Miner's Marine Construction, Inc.

CITY: Palatka STATE: FL ZIP CODE: 32177

TELEPHONE NUMBER(S): (386) 325-0881

CELL PHONE: (386) 546-0133 EMAIL: minersmarine

SIGNATURE: 

NAME (TYPED OR PRINTED): David J Miner II

TITLE: President

EXHIBIT "E"

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: 14-001

Project Description: removal of derelict vessels

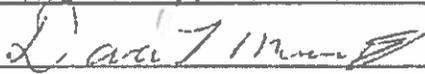
Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: Miner's Marine Construction, Inc

Contact Name (Print): David J. Miner II

Authorized Signature: 

Title: President

Date: 1/27/14

EXHIBIT "F-1"

BID FORM / RESPONDENT'S CERTIFICATION

1. I the undersigned Bidder hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the Bid.
2. In submitting this Bid, Bidder represents that:

- a. Bidder has carefully examined the Bidding Documents, the other related data identified in the Bidding Documents and the follow Addenda, receipt of which is hereby acknowledged:

Addendum No. Addendum Date

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- e. The Bidding Documents are general sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work which this Bid is submitted.

3. LUMP SUM / BASE BID:

The complete removal of three (3) derelict vessels located in the waters of the St. Johns River near Palatka, FL

FL 4905 LW – 27' Sailboat :	\$ <u>6,750.⁰⁰</u>
FL 2215 GN – 48' Houseboat:	\$ <u>12,000.⁰⁰</u>
FL 8977 PD – 26' Sailboat:	\$ <u>6,500.⁰⁰</u>
TOTAL PRICE (Numerical)	\$ <u>25,250.⁰⁰</u>

Twenty five thousand two hundred fifty dollars and ⁰⁰/₁₀₀ cents

(Amount written or typed in words)

4. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

EXHIBIT "F-2"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

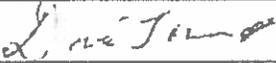
TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: Miner's Marine Construction, Inc.

Printed Name & Title: David J. Miner II, President

Authorized Signature: 

Date: 1/27/14

EXHIBIT "G"



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION DIVISION OF LAW ENFORCEMENT AT-RISK OR DERELICT OR ABANDONED VESSEL REPORT



FWC Case: FWNE 11-OFF-006657 dvId: 12440 A830 FWC
Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Inc Summary #: FWNE 11 -OFF-006657 Search: 6657
 Derelict
 At Risk

Reg/Doc#: FL 2215 GN Length: 48' Make: Monitor HIN: 8188TT
Vessel Currently Registered Yes No Registration Expiration Date: 06/24/2012 State: FL
Hull Material: Wood Fiberglass Metal Rubber Concrete Other
Color: WHITE Motor Attached: Yes No Motor Type: unk
Vessel Type: HOUSE BOAT-POWER VESSEL- Vessel Style: --Choose-- Vessel Use: --Choose--
Name on Vessel: UNK Other Identifiers: Floating: Yes No

Vessel Owner/Custodian - First Name: Last Name: MI:
Date of Birth: Drivers License #: DL State:
Boat Registration - Address:
City: State: Zip: Other Id:

Physical Location of Vessel: ST JOHNS RIVER / JUST OFF PALATKA CITY DOCKS
County: PUTNAM Latitude: 29 38 31 N Longitude: 081 37 95 W Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)
 Wrecked Inoperative Partially Dismantled No Apparent Intrinsic Value

Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.

PART B: (Derelict: Complete Part A, B, & C)
 Wrecked Junked
 Substantially Dismantled Abandoned at a Florida Port
 Docked/Grounded/Beached on Property of Another

PART C:
Additional Vessel Information (Check All That Apply):
Other Property Damage: Yes No Explain:
 Afloat Adrift In Wetlands Washed Ashore Sunk
 Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
 Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
 Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain):
Location Owner: State of Florida Waters State Submerged Lands Federal Property Other (Explain):

Location Owner - First Name: MI: Last Name:
Address: City: State: Zip:

AT RISK:
Phone Number: Notice to Owner Mailed: 1/1/1900 12:00 Notice Mailed By:
Received by Owner On: 1/1/1900 12:00 Unable to Contact Owner: Inactive Date: 1/1/1900 12:00
Converted To DV Case: 1/1/1900 12:00

Is Vessel Submerged: Yes No % Submerged: 0 Depth in feet: 0

Vessel Threat / Damage	Yes	No	Unknown	How (Explain) CHANGE
Threat to Navigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Five feet above surface
Damage to Submerged Lands	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Is Sea Grass Damage Evident	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is Coral Damage Evident	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is Mangrove Damage Evident	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is Fuel/Oil Leaking Evident	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Petroleum leaking/ Notified DEP/USCG
Danger to Environment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Environmental hazard
Towed Without Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Added By: MIKE.FLORENCE 06/27/2011 Changed By: MIKE.FLORENCE 07/12/2011 pgm change 2/25/2011 3:50pm



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF LAW ENFORCEMENT
AT-RISK OR DERELICT OR ABANDONED VESSEL REPORT



FWC Case: FWNE-13 OFF-006523 dvid: 13251 A830 FWC

Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Inc Summary #: OFF: Search: 6523
 Derelict
 At Risk

Reg/Doc#: FL 4905 LW Length: 27 Make: Eagle Boats HIN: MCZ006180677
Vessel Currently Registered Yes No Registration Expiration Date: 08/08/2013 State: FL
Hull Material: Wood Fiberglass Metal Rubber Concrete Other
Color: BLUE Motor Attached: Yes No Motor Type:
Vessel Type: SAILBOAT-SAILING VESSEL- Vessel Style: SAILING VESSEL Vessel Use: RECREATIONAL
Name on Vessel: Altair Other Identifiers: Birnie Top Floating: Yes No

Vessel Owner/Custodian - First Name: Last Name: MI:
Date of Birth: Drivers License #: DL State: FL
Boat Registration - Address:
City: State: Zip: Other Id:

Physical Location of Vessel: ST. JOHNS RIVER, PALATKA CITY MARINA
County: PUTNAM Latitude: 29 38 50152 N Longitude: 081 38 01648 W Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)
 Wrecked Inoperative Partially Dismantled No Apparent Intrinsic Value
Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.
PART B: (Derelict: Complete Part A, B, & C)
 Wrecked Junked
 Substantially Dismantled Abandoned at a Florida Port
 Docked/Grounded/Beached on Property of Another
PART C:
Additional Vessel Information (Check All That Apply):
Other Property Damage: Yes No Explain:
 Afloat Adrift In Wetlands Washed Ashore Sunk
 Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
 Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
 Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain):
Location Owner: State of Florida Waters State Submerged Lands Federal Property Other (Explain):

Location Owner - First Name: MI: Last Name:
Address: City: State: FL Zip:

AT RISK:
Phone Number: Notice to Owner Mailed: 1/1/1900 12:00 Notice Mailed By:
Received by Owner On: 1/1/1900 12:00 Unable to Contact Owner: Inactive Date: 1/1/1900 12:00
Converted To DV Case: 1/1/1900 12:00

Is Vessel Submerged: Yes No % Submerged: 100 Depth in feet: 10

Vessel Threat / Damage

Threat/Damage	Yes	No	Unknown	How (Explain) CHANGE
Threat to Navigation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Active Anchorage
Damage to Submerged Lands	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Resting on bottom land

Is Sea Grass Damage Evident	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is Coral Damage Evident	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is Mangrove Damage Evident	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is Fuel/Oil Leaking Evident	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Danger to Environment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	May come apart
Towed Without Repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Added By: MIKE FLORENCE 06/07/2013 Changed By: MIKE FLORENCE 10/21/2013 pgm change 2/25/2011 3:50pm



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF LAW ENFORCEMENT
AT RISK OR DERELICT OR ABANDONED VESSEL REPORT



FWC Case: FWNE-13 OFF-008072 dvid: 13291 N149 FWC

Main DV Report Status Page Removal Process Page DHSMV Status Page Court Information Sheet Narrative Documents

Vessel Report: Abandoned Inc Summary #: OFF Search: 8072 Search

- Derelict
At Risk

Reg/Doc#: FL8977PD Length: 26' Make: UNKNOWN HIN: FLZDC822D168
Vessel Currently Registered Yes No Registration Expiration Date: 10/04/2013 State: FL
Hull Material: Wood Fiberglass Metal Rubber Concrete Other
Color: GRAY Motor Attached: Yes No Motor Type:
Vessel Type: SAILBOAT-SAILING VESSEL- Vessel Style: SAILING VESSEL Vessel Use: RECREATIONAL
Name on Vessel: Other Identifiers: Floating: Yes No

Vessel Owner/Custodian - First Name: Last Name: MI:
Date of Birth: Drivers License #: DL State:
Boat Registration - Address:
City: State: Zip: Other Id:

Physical Location of Vessel: SOUTH OF PALATKS CITY BOAT RAMP
County: PUTNAM Latitude: 29 38 64798 N Longitude: 081 37 725 W Validate Map Location Changed - See Narrative

PART A: (Abandoned Only: Complete Part A & C)
Wracked Inoperative Partially Dismantled No Apparent Intrinsic Value
Personal Items Onboard: Yes No Unknown If (Yes), enter inventory or explanation of why unknown in narrative.

PART B: (Derelict: Complete Part A, B, & C)
Wracked Junked
Substantially Dismantled Abandoned at a Florida Port
Docked/Grounded/Beached on Property of Another

PART C:
Additional Vessel Information (Check All That Apply):
Other Property Damage: Yes No Explain:
Afloat Adrift In Wetlands Washed Ashore Sunk
Pulled to Shore Aground Tied to Dock Tied to Object Vessel is Below Mean High Water Line
Vessel is Above Mean High Water Line Listing Capsized Burned Broken Up
Stripped

Derelict Cause: Unknown Natural Disaster Other (Explain):
Location Owner: State of Florida Waters State Submerged Lands Federal Property Other (Explain):

Location Owner - First Name: MI: Last Name:
Address: City: State: Zip:
AT RISK:
Phone Number: Notice to Owner Mailed: Notice Mailed By:
Received by Owner On: Unable to Contact Owner: Inactive Date:
Converted To DV Case:

Is Vessel Submerged: Yes No % Submerged: 95 Depth in feet: 10
Vessel Threat / Damage
Table with columns: Threat/Damage, Yes, No, Unknown, How (Explain) CHANGE
Threat to Navigation
Damage to Submerged Lands

Is Sea Grass Damage Evident		<input checked="" type="checkbox"/>		
Is Coral Damage Evident	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Is Mangrove Damage Evident		<input checked="" type="checkbox"/>		
Is Fuel/Oil Leaking Evident	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Danger to Environment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Towed Without Repair	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

Added By: JOSHUA.GREENIER 07/24/2013 Changed By: pgm change 2/25/2011 3:50pm

Miner's Marine Construction, Inc.

649 Hwy 17 North Palatka, FL 32177
Phone (386) 325-0881 Fax(386) 326-0419
Email: minersmarine@aol.com
Website: www.minersmarine.net

City of Palatka
201 North Second St.
Palatka, FL 32177

Dear Mr. Jonathon Griffith, Project Manager

Per the Bid outlines for 2014, you requested three references for the invitation to bid packets. The three references are as follows:

1. Project Florida Tackle & Gun Club, Inc.
Project contact Denny Colbert (904) 237-2784
Location 9010 San Jose Blvd. Jacksonville, FL 32217
2. Project Fountain of Youth Archaeological Park
Project contact Steve Binninger, Project manager (904) 377-9999 cell
Location 11 Magnolia Avenue Saint Augustine Florida 32084
3. Project Riverbend Condominiums
Project contact Taylor Douglas (386) 937-7931
Location 179 Beechers Point Welaka, FL 32193

These three references were picked based on the following relevance:

1. Site conditions were encountered during construction that were unknown /not disclosed during bid process.
2. Responsibility Federal and state permits,
3. Removal old dock while dock in operation had to relocate some boats.
4. Work on Florida Intercoastal waterway under strict environmental regulation
5. Consultant for City board hearings, provide our design and engineering for on site modifications to engineering based on site specifics.
6. Percentage of Work 100 % construction Percentage of Subcontracted 0%
7. Local

If you have any questions, please email to minersmarine@aol.com or call (386) 325-0881.
Thank you,



David J. Miner II

*Agenda
Item*

3e



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-38 awarding the Amphitheater Demolition Bid to Miner's Marine Construction in the amount of \$16,080.00 and authorizing execution of all contract agreements associated with this bid award.

SUMMARY:

On January 15, 2014 the City issued an Invitation to Bid for the demolition of the amphitheater dock. four (4) bids were received. Miner's Marine Construction, Inc. was the lowest qualified bidder with a bid of \$16,080. The period of performance for this work is February 14th-March 7th.

RECOMMENDED ACTION:

Adopt the resolution awarding a bid to Miner's Marine Construction, Inc. in the amount of \$16,080 for the demolition of the amphitheater dock and authorizing the City Manager and City Clerk to execute and attest the contract agreement.

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	<u>Resolution</u>	Resolution Letter
<input type="checkbox"/>	<u>Bid Documents</u>	Backup Material
<input type="checkbox"/>	<u>Invitation to Bid</u>	Backup Material

RESOLUTION No. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING A BID TO MINER'S MARINE CONSTRUCTION, INC.
IN THE AMOUNT OF \$16,080 FOR THE DEMOLITION OF THE
AMPHITHEATER DOCK AND AUTHORIZING THE CITY
MANAGER AND CITY CLERK TO EXECUTE AND ATTEST THE
CONTRACT AGREEMENT**

WHEREAS, on January 15, 2014 the City of Palatka (the City) advertised an Invitation to Bid for the demolition of the amphitheater dock, (the **Project**), and

WHEREAS, on February 5, 2014 the City received and opened bids at 3:00 PM and the apparent lowest and best bid was from Miner's Marine Construction, Inc. in the amount of \$16,080; and

WHEREAS, the City deems it reasonable and necessary to enter into a construction agreement with Miner's Marine Construction, Inc. for said **Project**.

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

1. That the Palatka City Commission awards the Demolition of the Amphitheater Dock Bid to Miner's Marine Construction, Inc..
2. That the City Manager and City Clerk are hereby authorized to execute and attest the Amphitheater Demolition/Construction Agreement in an amount not to exceed \$16,080 for demolition of the dock.
3. That the City Manager is hereby authorized to sign all contract and other documents as may be required in support of the **Project**, after review and approval by the City Attorney.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 13th day of February, 2013.

CITY OF PALATKA

By: Its **MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka
Bid Opening

Date February 5, 2014

Project Amphitheater Dock Demolition

Opened by: Vicki Young

Department Projects Mgr - Jonathan Griffith

Read by: Betsy Diggers, Jonathan Griffith

Bidder name		No Add	Base Bid Amount	alt 1	alt 2	
1. S.E. Clive Palm Coast	X3	"	\$83,325 ⁰⁰	\$19,318 ⁰⁰	\$15,682 ⁰⁰	\$48,325 ⁰⁰
2. Hayward Const. Group Oak, FL		"	\$38,950 ⁰⁰	\$5,000 ⁰⁰	\$3,500 ⁰⁰	\$5,500 ⁰⁰
3. Jackson Marine Sevierville, TN		"	\$56,940 ⁰⁰	\$5,000 ⁰⁰	\$5,000 ⁰⁰	\$10,000 ⁰⁰
4. Muen's Marine Const Palatka		"	\$16,080 ⁰⁰	\$2,680 ⁰⁰	\$3,484 ⁰⁰	\$9,916 ⁰⁰
5.			\$	\$	\$	\$
6.			\$	\$	\$	\$
7.			\$	\$	\$	\$

total
alt.

Witnesses:

Vicki Young

Betsy Diggers



Invitation to Bid (ITB) 14-005

DEMOLITION OF PALATKA AMPHITHEATER DOCK

The City of Palatka is seeking bids for the demolition and disposal of the Riverfront Park Amphitheater dock. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this ITB.

Advertisement Date: January 15, 2014

Pre-bid conference: n/a

Bid Deadline: February 5, 2014 3:00 PM

Period of Performance: February 14, 2014 - March 7, 2014

Contact: Jonathan Griffith, Project Manager / Grants Administrator
201 North Second Street
Palatka, FL 32177
jgriffith@palatka-fl.gov
(386) 329-0103

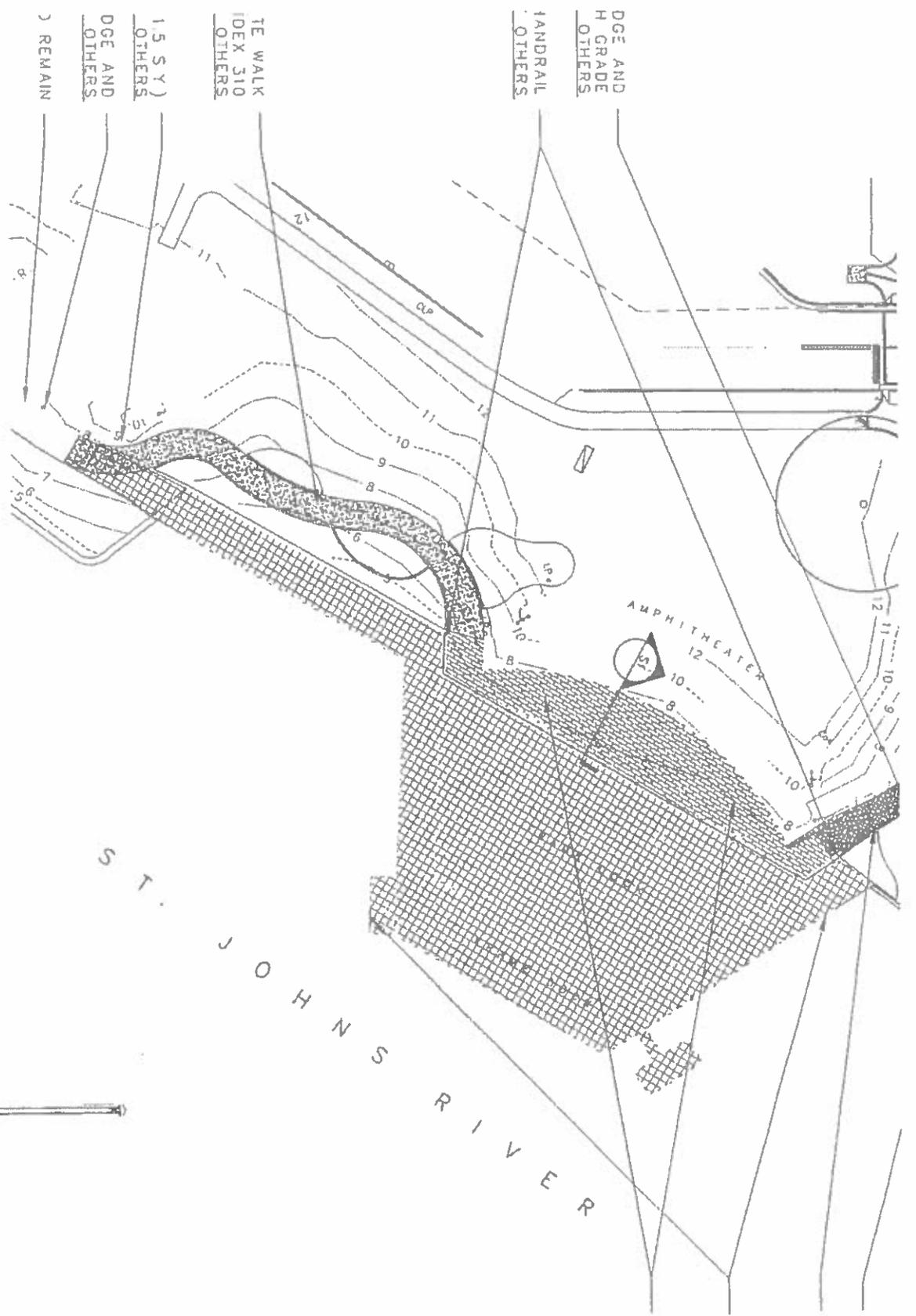
Any qualified individual or firm desiring to provide the required services should submit one (1) original and two (2) copies in a sealed envelope marked in red ink "RESPONSE TO INVITATION TO BID 14-005 FOR DEMOLITION OF AMPHITHEATER DOCK". Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the City.

The work shall consist of providing for the complete demolition and disposal of the Riverfront Park Amphitheater dock. Demolition shall include but is not limited to: all material, labor, equipment and insurance (e.g., Longshoremen's and Jones Act coverage) necessary to provide for the removal, transportation and disposal of pilings, stringers, fasteners and decking as shown in **Exhibit A**. The City has secured a de minimis exemption from the Florida Department of Environmental Protection. The selected contractor will be responsible for complying with all applicable regulations and securing all necessary City & County permits prior to beginning any work.

Bids shall be completed on the enclosed Bid Form (**Exhibit F-1**) as set forth in the Invitation to Bid and otherwise be in compliance with the Bidding Documents. Each bid must be submitted on the prescribed form and certified by the Bidder. Bidders shall provide three (3) references. Sealed bids will be received by Ms. Betsy Driggers, City Clerk, City of Palatka, 201 North Second Street, Palatka, Florida 32177 until **3:00 p.m. (local time) on February 5, 2014**. Any Bids received after the specified time and date will not be considered.

The Bidder shall be properly licensed and fully insured and present to the City of Palatka paperwork indicating such. The City of Palatka is an Equal Opportunity Employer and reserves the right to waive any informality's or to reject any or all bids.

For further information or clarification, contact the Project Manager: Mr. Jonathan Griffith, City of Palatka, 201 North Second Street, Palatka, Florida 32177, telephone 386-329-0103 ext. 325, facsimile 386-329-0199 or email jcgriffith@palatka-fl.gov.



DGE AND
H GRADE
OTHERS

HANDRAIL
OTHERS

TE WALK
INDEX 310
OTHERS

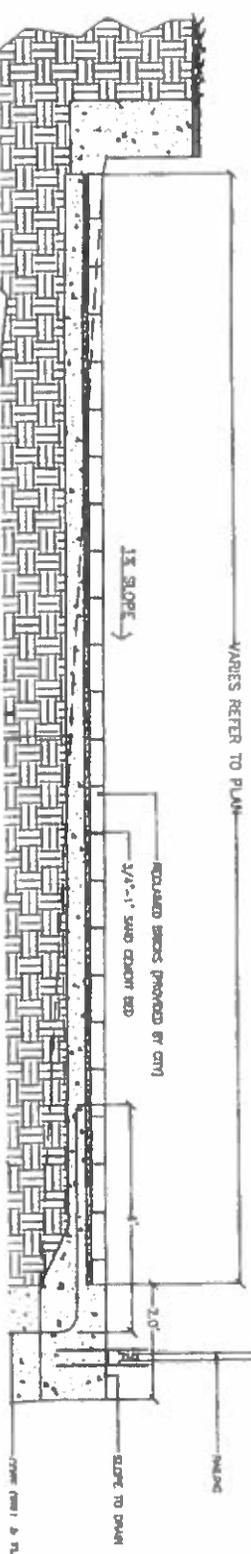
1.5 S.Y.)
OTHERS
DGE AND
OTHERS

REMAIN

AMPHITHEATER

ST. JOHNS RIVER

- EXISTING CONCRETE
- REMOVE EXISTING (CONSTRUCT NEW 8 (8.5 S.Y.) PER FDC BY OTHERS)
- DEMOLISH AND RECONSTRUCT CROSS STRINGERS
- REMOVE/DISPOSE (WITHIN LIMITS OF BY OTHERS)
- LIMITS OF DEM
- NEW BRICK
- NEW CONCRETE



VARIES REFER TO PLAN

1:3 SLOPE

ROUND BRICK (PROVIDED BY CM)

3/4\"/>

2.0'

SLOPE TO DRAIN

FINISH

SEE PLAN FOR FINISH AND QUANTITY

EXHIBIT "B"

CONTACT SHEET

CITY OF PALATKA, FL

Name: Miner's Marine Construction, Inc.

Federal Taxpayer ID: 59 3757539

Mailing Address: 649 Hwy 17 North Palatka FL 32177

City, State, & Zip Code: Palatka FL 32177

Telephone: (386) 325-0881 Fax: (386) 326-0419

Cell Phone: (386) 546-0133

Email: minersmarine@aol.com

Submitted By: David T. Miner #

Title: President

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

Accounting Contact:

Name: Natalie Miner Title: Secretary

Email Address: minersmarine@aol.com Phone: (386) 325-0881

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

EXHIBIT "C"

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

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for 14-005
Demolition of Amphitheater dock.
2. This sworn statement is submitted by (entity) Miner's Marine Construction Inc whose business address is 1249 Hwy 17 North Palatka Fl 32977 and (If applicable) Federal Employer Identification Number (FEIN) is 54-3757539 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is David J Miner II and my relationship to the entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

[Handwritten Signature] 1/27/14

Signature

Date:

STATE OF FLORIDA

COUNTY OF Pitman

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of January 2014 and is personally known to me, or has provided _____ as identification.

[Handwritten Signature]

Notary Public

My Comm. Expires



EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Miner's Marine Construction, Inc

CITY: Palatka STATE: FL ZIP CODE: 32177

TELEPHONE NUMBER(S): (386) 325-0881

CELL PHONE: (386) 546-0133 EMAIL: minersmarine@aol.com

SIGNATURE: David J Miner II

NAME (TYPED OR PRINTED): David J Miner II

TITLE: President

EXHIBIT "E"

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: 14-005

Project Description: Demolition of Amphitheater Dock

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: Miner's Marine Construction, Inc

Contact Name (Print): David J. Miner II

Authorized Signature: 

Title: President

Date: 1/27/14

EXHIBIT "F-1"

BID FORM / RESPONDENT'S CERTIFICATION

1. I the undersigned Bidder hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 120 days in order to allow the City adequate time to evaluate the Bid.

2. In submitting this Bid, Bidder represents that:

a. Bidder has carefully examined the Bidding Documents, the other related data identified in the Bidding Documents and the follow Addenda, receipt of which is hereby acknowledged:

Addendum No. Addendum Date

b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

c. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the Work.

d. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) and within the times and in accordance with the other terms and conditions of the Bidding Documents.

e. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work which this Bid is submitted.

3. LUMP SUM / BASE BID: The complete demolition and disposal of the Riverfront Park Amphitheater dock.

Dock demolition: \$ 16,080 BASE BID

Sixteenth thousand eighty dollars and ¹⁰⁰/₁₀₀ cents

(Amount written or typed in words)

City to demolish/remove decking: (\$ 3,680.00) DEDUCTIVE ALTERNATE 1

City to demolish/remove stringers: (\$ 3,484.00) DEDUCTIVE ALTERNATE 2

TOTAL PRICE (Numerical) \$ 9,916.00 ALTERNATE

Nine thousand nine hundred sixteen dollars and ⁰⁰/₁₀₀ cents

(Amount written or typed in words)

EXHIBIT "F-2"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: Miner's Marine Construction, Inc

Printed Name & Title: David J. Miner, President

Authorized Signature: 

Date: 1/27/14

Miner's Marine Construction, Inc.

649 Hwy 17 North Palatka, FL 32177
Phone (386) 325-0881 Fax(386) 326-0419
Email: minersmarine@aol.com
Website: www.minersmarine.net

City of Palatka
201 North Second St.
Palatka, FL 32177

Dear Mr. Jonathon Griffith, Project Manager

Per the Bid outlines for 2014, you requested three references for the invitation to bid packets. The three references are as follows:

1. Project Florida Tackle & Gun Club, Inc.
Project contact Denny Colbert (904) 237-2784
Location 9010 San Jose Blvd. Jacksonville, FL 32217
2. Project Fountain of Youth Archaeological Park
Project contact Steve Binninger, Project manager (904) 377-9999 cell
Location 11 Magnolia Avenue Saint Augustine Florida 32084
3. Project Riverbend Condominiums
Project contact Taylor Douglas (386) 937-7931
Location 179 Beechers Point Welaka, FL 32193

These three references were picked based on the following relevance:

1. Site conditions were encountered during construction that were unknown /not disclosed during bid process.
2. Responsibility Federal and state permits,
3. Removal old dock while dock in operation had to relocate some boats.
4. Work on Florida Intercoastal waterway under strict environmental regulation
5. Consultant for City board hearings, provide our design and engineering for on site modifications to engineering based on site specifics.
6. Percentage of Work 100 % construction Percentage of Subcontracted 0%
7. Local

If you have any questions, please email to minersmarine@aol.com or call (386) 325-0881.
Thank you,



David J. Miner II



Invitation to Bid (ITB) 14-005

DEMOLITION OF PALATKA AMPHITHEATER DOCK

The City of Palatka is seeking bids for the demolition and disposal of the Riverfront Park Amphitheater dock. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this ITB.

Advertisement Date: January 15, 2014

Pre-bid conference: n/a

Bid Deadline: February 5, 2014 3:00 PM

Period of Performance: February 14, 2014 - March 7, 2014

Contact: Jonathan Griffith, Project Manager / Grants Administrator
201 North Second Street
Palatka, FL 32177
jcgriffith@palatka-fl.gov
(386) 329-0103

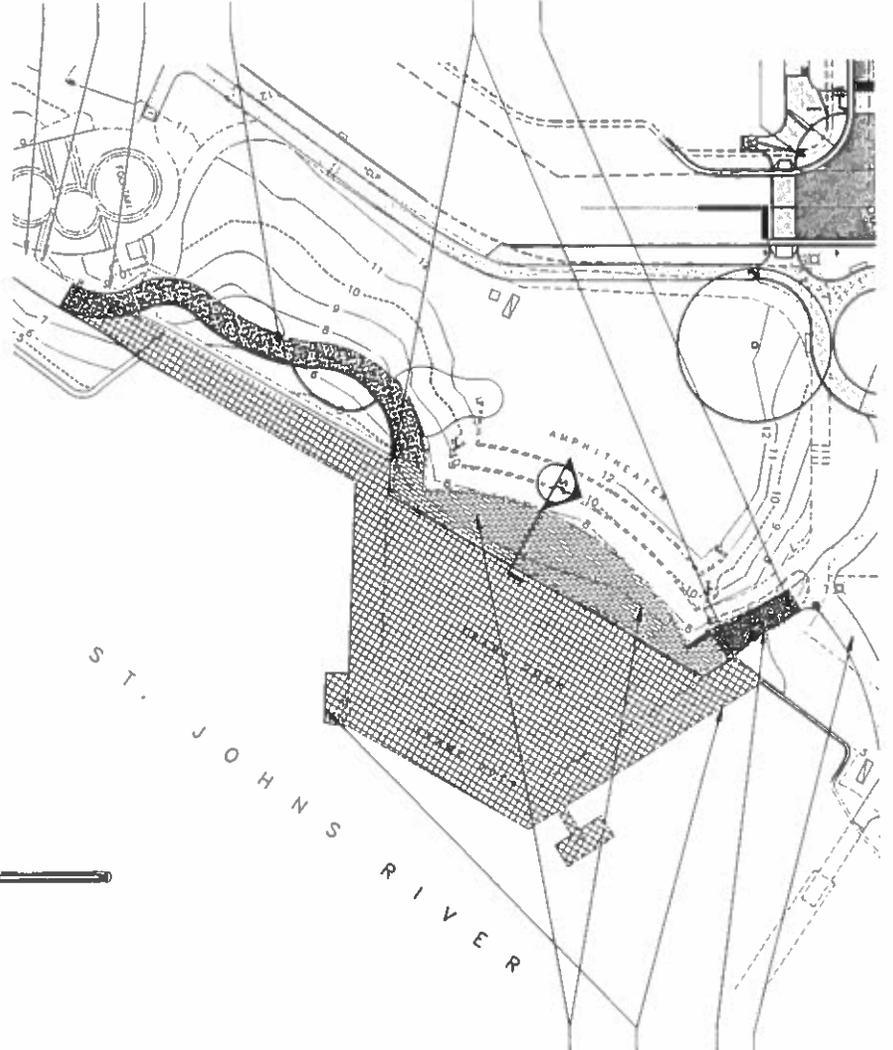
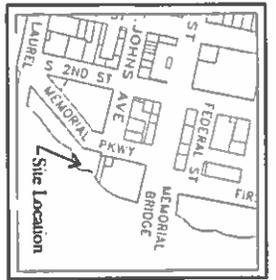
Any qualified individual or firm desiring to provide the required services should submit one (1) original and two (2) copies in a sealed envelope marked in red ink "RESPONSE TO INVITATION TO BID 14-005 FOR DEMOLITION OF AMPHITHEATER DOCK". Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the ITB process and to award the contract(s) in the best interest of the City.

The work shall consist of providing for the complete demolition and disposal of the Riverfront Park Amphitheater dock. Demolition shall include but is not limited to: all material, labor, equipment and insurance (e.g., Longshoremen's and Jones Act coverage) necessary to provide for the removal, transportation and disposal of pilings, stringers, fasteners and decking as shown in **Exhibit A**. The City has secured a de minimis exemption from the Florida Department of Environmental Protection. The selected contractor will be responsible for complying with all applicable regulations and securing all necessary City & County permits prior to beginning any work.

Bids shall be completed on the enclosed Bid Form (**Exhibit F-1**) as set forth in the Invitation to Bid and otherwise be in compliance with the Bidding Documents. Each bid must be submitted on the prescribed form and certified by the Bidder. Bidders shall provide three (3) references. Sealed bids will be received by Ms. Betsy Driggers, City Clerk, City of Palatka, 201 North Second Street, Palatka, Florida 32177 until **3:00 p.m. (local time) on February 5, 2014**. Any Bids received after the specified time and date will not be considered.

The Bidder shall be properly licensed and fully insured and present to the City of Palatka paperwork indicating such. The City of Palatka is an Equal Opportunity Employer and reserves the right to waive any informality's or to reject any or all bids.

For further information or clarification, contact the Project Manager: Mr. Jonathan Griffith, City of Palatka, 201 North Second Street, Palatka, Florida 32177, telephone 386-329-0103 ext. 325, facsimile 386-329-0199 or email jcgriffith@palatka-fl.gov.



REMOVE EXISTING CONCRETE TO REMAIN

REMOVE EXISTING CONCRETE WALK (8.5 S.Y.) PER FOOT INDEX 310 BY OTHERS

DEMOLISH AND REMOVE DOCK (DECK, STRINGERS, CROSS-BRACING AND PILING)

REMOVE/DISPOSE OF EXISTING SOD (WITHIN LIMITS OF PROPOSED BRICK) BY OTHERS

INSTALL ALUMINUM HANDRAIL (1.98 LF) BY OTHERS

SAWCUT STRAIGHT EDGE AND MATCH GRADE BY OTHERS

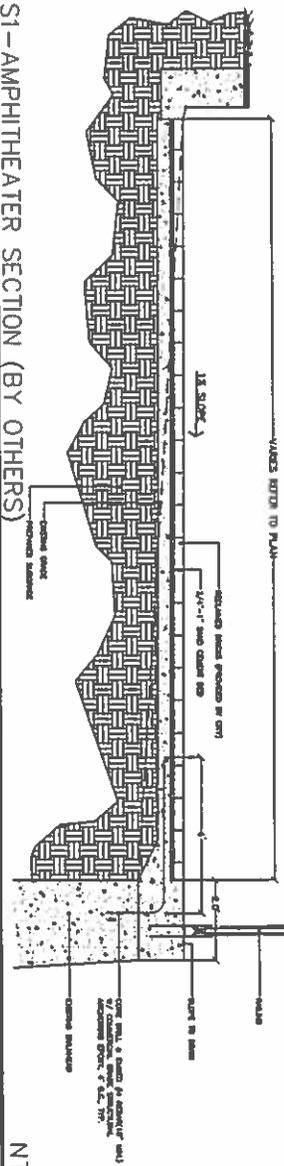
CONSTRUCT NEW 8' CONCRETE WALK (4.2 S.Y.) PER FOOT INDEX 310 BY OTHERS

REMOVE EXISTING CONCRETE WALK (11.5 S.Y.) BY OTHERS

SAWCUT STRAIGHT EDGE AND MATCH GRADE BY OTHERS

EXISTING CONCRETE TO REMAIN

S1 - AMPHITHEATER SECTION (BY OTHERS)



EXISTING CONCRETE TO REMAIN

REMOVE EXISTING CONCRETE WALK (8.5 S.Y.) PER FOOT INDEX 310 BY OTHERS

DEMOLISH AND REMOVE DOCK (DECK, STRINGERS, CROSS-BRACING AND PILING)

REMOVE/DISPOSE OF EXISTING SOD (WITHIN LIMITS OF PROPOSED BRICK) BY OTHERS

LIMITS OF DEMOLITION

NEW BRICK

NEW CONCRETE

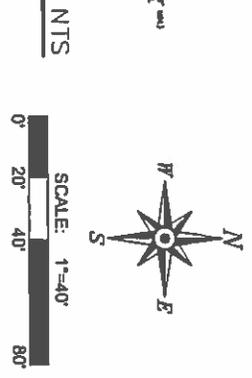


EXHIBIT A
 AMPHITHEATER DOCK
 DEMOLITION PLAN
 PALATKA RIVERFRONT PARK

Revisions:

NO.	DATE	DESCRIPTION

CITY OF Palatka
 FLORIDA

VISION
 Palatka

EXHIBIT "B"

CONTACT SHEET

CITY OF PALATKA, FL

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Cell Phone: _____

Email: _____

Submitted By: _____

Title: _____

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

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

*See preferred method of payment under "Prompt Payment Act" section of the General Conditions

EXHIBIT "C"

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

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

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

power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Signature Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires:

EXHIBIT "D"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

CELL PHONE: _____ EMAIL: _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

EXHIBIT "E"

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

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

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

Company/Firm: _____

Contact Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

4. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
5. The Bidder certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
6. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka, City Manager.

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

Name of Business

Name (Print)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

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

Notary Public

My Commission expires:

EXHIBIT "F-2"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: _____

Printed Name & Title: _____

Authorized Signature: _____

Date: _____

*Agenda
Item*

3f



CITY COMMISSION AGENDA ITEM

SUBJECT:

Reappoint James Vickers to the Palatka Gas Authority Board for a three-year term to expire January, 2017 (incumbent)

SUMMARY:

James Vickers has submitted his application for re-appointment to the Palatka Gas Authority Board for an additional three-year term. Mr. Vickers has been a member in good standing since 1995. He has met the attendance requirements and is otherwise qualified to serve on this Board.

Don Kitner, Director of the Gas Authority, as well as City Staff concur and recommend his reappointment to the Palatka Gas Authority Board for an additional 3-year term.

RECOMMENDED ACTION:

Reappoint James Vickers to the Palatka Gas Authority Board for an additional three-year term to expire January, 2017.

ATTACHMENTS:

	Description	Type
□	<u>Application Package</u>	Backup Material

VERNON MYERS
 VISION COMMISSIONER
 MARY LAWSON BROWN
 VISION COMMISSIONER
 ALLEGRA KITCHENS
 COMMISSIONER
 PHIL LEARY
 COMMISSIONER
 JAMES NORWOOD, JR.
 COMMISSIONER



MICHAEL J. CZYMBOR
 CITY MANAGER
 BETSY JORDAN DRIGGERS
 CITY CLERK
 MATTHEW D. REYNOLDS
 CITY CLERK
 GARY S. GETCHELL
 CITY CLERK
 MICHAEL LAMBERT
 CITY CLERK
 DONALD E. HOLMES
 CITY CLERK

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 PALATKA GAS AUTHORITY Board.
 I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: JAMES E VICKERS # of years' prior service: 19
 Residence 2605 HUSSON AVE Phone: 328-6567
 (911 Address) 2605 HUSSON AVE 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: 2605 HUSSON AVE

E-mail: JEVICKERS@BELL-SOUTH-NET Daytime Phone: 546-4117

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.

James E. Vickers 2017 01 16
 SIGNATURE OF APPLICANT DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) Mr. Vickers has served our Authority, our City and the Commissioners with diligence and devoted dedication. His service has made our Gas Authority significantly better.

Chairman's/Director's Signature [Signature]

January 23, 2014

GAS AUTHORITY BOARD

5 Members - 3-Yr. Terms

<u>Orig. Appl. Date</u>			<u>Term Expires</u>
1/10/95	Wm. Judson (Jud) Neufeld 1919 Carr St.	937-8843 or 328-1257 neucojud@gbso.net	Jan. 2016
02/26/98	Theodore MacGibbon 419 Emmet St.	H 325-7663 tedmacgibbon@gmail.com	Jan. 2016
01/10/95	Rev. James Vickers 2605 Husson Ave.		Jan. 2014
6/8/89	Rev. Charles Rabun 500 Moseley Ave.	H-325-0439 W-328-1531 fbcp_charlie@bellsouth.net	Jan. 2015
05/24/07	Marc Spalding 1900 Moseley Ave.	H-325-3723 W-937-2674 Marc.spalding@coldwellbanker.com	Jan. 2015

Don Kitner
Palatka Gas Authority
P. O. Box 978
328-1591

Agenda Item

3g



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint Justin R. Campbell to the Palatka Planning Board for the remainder of a three-year term to expire December, 2016 (sole applicant)

SUMMARY:

Palatka Planning Board member Judith Gooding passed away in December after serving two years of a three-year term, which expires December 31, 2014. The City advertised for applicants for this and its other boards. One application for this vacant Planning Board position from Justin Campbell. Mr. Campbell lives and works within the city limits.

Mr. Campbell has been apprised of the duties, responsibilities and attendance requirements for this Board. Section 54-33 of the Code of Ordinances states, "It is not a necessary qualification for service on the city planning board that the appointee shall be a qualified elector of the city." Mr. Campbell is a qualified elector of the city and otherwise meets all requirements for this appointment. The Planning Director concurs on this appointment.

RECOMMENDED ACTION:

Appoint Justin R. Campbell to the Palatka Planning Board for the remainder of a three-year term to expire December, 2014.

ATTACHMENTS:

	Description	Type
<input type="checkbox"/>	Application for appointment	Backup Material
<input type="checkbox"/>	Application package	Backup Material

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE CEPT

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 appolntment to the Planning Board.
I understand that, if appolnted, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Justin R. Campbell (Must be at least 18 yrs. old)
Residence 1417 Olive St. Palatka, FL 32177 Phone: 386-972-8678
(911 Address) 1417 Olive St. Palatka, FL 32177 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: campbell@justincampbell.org Daytime Phone: 386-972-8678

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)
Please see attached resume.

OTHER COMMENTS OR INFORMATION:
Thank you for your consideration!

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

SIGNATURE OF APPLICANT

DATE

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

PHONE: (386) 329-0106

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.palatka-fl.gov

FAX: (386) 329-0106

Justin R. Campbell

1417 Olive St., Palatka, Florida 32177
Cell: (386) 972 8678 Email: JustinCampbell@justincampbell.org

EDUCATION:

American Intercontinental University, Hoffman Estates, IL
Masters of Business Administration, Management, January 2015

Florida State University, Tallahassee, FL
Bachelor of Science, Criminal Justice, December 2010
Minor, International Affairs

PROFESSIONAL/WORK EXPERIENCE:

Law Office of Terrill L. Hill, Palatka, FL

Claims Manager-Paralegal

07/2013- Present

Run the day-to-day administrative operations of a law firm. Directly supervises the firm's technical and legal support teams. Responsible for coordinating new case assignments, also coordinates legal support staff resources. Review case records and medical documents, perform legal research and determine applicable precedents, legal opinions, statutes, and orders by computerized information. Analyze documents, evidence, and case facts to prepare demand letters on clients' behalf to insurance companies.

Campbell Consulting Group, Palatka, FL

Chief Operation Officer

01/2013-Present

Independent contractor paralegal service specializing in Personal Injury, offering full-service paralegal support which provide but is not limited to; legal research, trial preparation, business legal support, and office management.

Karl N. Flagg Serenity Memorial Chapel, Palatka, FL

Executive Administrative Assistant

07/2013- Present

Run the day-to-day administrative operations, answer phones, schedule appointments, attend meetings, establish communications between bereaved families and executives, and maintain good office relations, and office logistics.

Parks & Crump, LLC, Tallahassee, FL

Claims Manager-Paralegal

05/2007- 07/2013

Maintain caseload of 175-200 clients per month with specialization in personal injury. Handled client intake and interviews, compile information through investigations, prepared legal correspondence and reports. Conduct telephone and inter-office recorded statements with insurance companies, and manage settlement disbursements plus a variety of inter-office functions. Draft civil litigation documents for state and federal authorities, perform case research and prepare discovery responses.

Trayvon Martin Foundation, Inc. Miami, FL

Director of Strategic Development

05/2007- Present (Meet Quarterly)

Prepare press releases and public relations materials to garner media support, and mobilize hundreds of Tallahassee students and residents to protest and support the Martin Lee Anderson case. Co-coordinated and met with local, State, and Federal officials, including Department of Justice officials on progression of the case; and managed funds allocated for the organization. Appear as guest lecturer at various colleges and universities speaking on civil rights issues.

Florida State University Black Alumni Association, Tallahassee, FL

Board of Directors

07/2009-Present (Meet Quarterly)

Serve as an ambassador for the College through interactions with students, faculty, administrators, and external parties; offer professional expertise and individual talents to expand and promote the FSU and to support the college. Plan, support, and attend FSU events; and participate in committee endeavors.

Tianjin Foreign Studies University, Tianjin, China

English Instructor Teacher/Tutor

05/2007-9/2007

Instructed students in China in conversational and written English. Assigned and edited students' written work. Assisted students on how to more clearly announce their words, and how to attain a more natural and conversational tone. Instructed students on cultural differences, and various customs and mannerisms utilized as mechanisms for communication.

ACTIVITIES AND HONORS:

- Lambda Alpha Epsilon: A national fraternity devoted to furthering academic goals and professionalism in the area of criminal justice.
- Florida State University's 30 under Thirty Nominee
- Who's Who among Students in American Universities & Colleges
- One in A Million Black Male Achievement Award
- Putnam County African American Cultural Arts Inspiring Young Adult Award

Betsy Driggers

From: Thad Crowe
Sent: Friday, January 24, 2014 10:48 AM
To: Betsy Driggers
Subject: RE: Planning Board applicant

Got to meet him at the MLK breakfast, he was their speaker. Very impressive young guy. I support his appointment.

thad

-----Original Message-----

From: Betsy Driggers
Sent: Friday, January 24, 2014 10:01 AM
To: Thad Crowe
Subject: FW: Planning Board applicant

You have an applicant for Planning Board. See attached.

Betsy Jordan Driggers, CMC
City Clerk, City of Palatka
Ph. 386-329-0100 ext 211
Fax 386-329-0199

PUBLIC RECORDS NOTICE: Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this public entity. Instead, contact this office by phone or in person. Section 66B.6076, Florida Statutes.

This e-mail and any files transmitted with it are intended solely for the recipient(s) to whom it is addressed.

-----Original Message-----

From: Justin Campbell [<mailto:JCampbell@justincampbell.org>]
Sent: Friday, January 24, 2014 9:42 AM
To: Betsy Driggers
Cc: Thad Crowe
Subject: Planning Board

Mrs. Driggers,

Attached please find, my application for the City of Palatka Planning Board "At Large" position. Should any additional be required please let me know.

Thank you for your consideration.

-Justin Campbell

Updated 12/17/12

PLANNING BOARD MEMBERS
3 Yr. Terms

<u>Orig. Appt. Date</u>		<u>Term Expires</u>
10/28/10	Joe Pickens P.O. Box 1374, (2041 Country Club Terrace) Palatka, 32178 Phone - 937-1563 Pick021@Earthlink.net	12/31/16
12/12/13	Charles T. "Charlie" Douglas – eff. 1/1/14 601 St. Johns Avenue, Palatka (office) Office – 328-6000 charlie@douglashedstromlaw.com	12/31/16
01/26/12	George DeLoach 7300 Crill Ave.#11 Palatka, FL 32177 george@threedfarms.com home - 972-4192 (W)972-9594	12/31/16
09/22/11	Daniel Sheffield 720 /s, 19 th St., Palatka, 32177 home - 328-2442 SHEF9865@bellsouth.net	12/31/14
07/12/12	Judith A. Gooding – DECEASED/VACANT 414 Bronson St., Palatka, 32177 home-530-1916 work - 328-9033 judegoody@aol.com	12/31/14
10/28/10	Joseph M. Petrucci 2301 Campbell St., Palatka, 32177 Home - 328-0608 day-336-1615 jmp1024@yahoo.com	12/31/14
07/12/12	Lavinia Moody P.O. Box 1193, Palatka 32178 home/work - 538-9777 lavinia41@live.com	12/31/15
1/23/97	Earl Wallace 224 N. 6th Street, Palatka, 32177 home - 328-0086 work-328-3233 email-earlwallace@bellsouth.net	12/31/15
06/26/08	Anthony "Skip" Harwell 322 Madison St., Palatka, 32177 day - 386-530-1226 email-CAPTBOO@GMAIL.COM	12/31/15
12/12/02	<p style="text-align: right;">indefinite – school board rep.</p> Putnam Co. School Bd, 200 S. 7 th Street Phone:	

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

3h



CITY COMMISSION AGENDA ITEM

SUBJECT:

Allow sales and consumption of alcoholic beverages at the Palatka Municipal Golf Course during The Azalea Golf Tournaments on Sunday, March 9 and Sunday, March 16 from 7:00 a.m. to 1:00 p.m.

SUMMARY:

This is a request to allow the sale and consumption of alcoholic beverages during the regular Azalea Golf Tournament on the morning of March 9 and the Senior Azalea Golf Tournament on the morning of March 16. These are Sunday mornings, and Palatka's Municipal Code Section 10-4 prohibits the sale of alcoholic beverages before 1:00 p.m. on Sundays. Tournament play begins at 7:00 a.m. and continues until after 1:00 p.m.

This request was granted last year, when it was placed on the agenda at the recommendation of the City Attorney. This action does not amend the Code. Permission for Sunday morning sales and service at the Golf Club can be granted on a case-by-case basis.

RECOMMENDED ACTION:

Approve the request to allow the sale and consumption of alcoholic beverages at the Palatka Municipal Golf Course during the Regular Azalea Tournament on Sunday, March 16 from 7:00 a.m. to 1:00 p.m., and during the Senior Azalea Golf tournament on Sunday, March 16, from 7:00 a.m. to 1:00 p.m.

*Agenda
Item*

3ú



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-43 authorizing execution of a Second Addendum to the Contract for Purchase and Sale of Riverfront Redevelopment Area #3 to SHP Hospitality, LLC to extend the investigation period by sixty (60) days, or April 10, 2014.

SUMMARY:

During the course of SHP Hospitality's investigation period, it was discovered that a previous Environmental Site Assessment (ESA) in 2008 resulted in positive tests for Benzene at levels higher than the Florida Department of Environmental Protection (FDEP) action level. A review of historic uses of the property showed that further petroleum and dry-cleaning solvent ground water contamination could be present. FDEP notification is required under these circumstances. However, it should be noted that the previous tests were limited and could have been false positives as a result of the sampling methods used. FDEP has been notified and advised the City and SHP that further more thorough testing would be prudent. A Phase II ESA is underway, but was not anticipated when SHP and the City originally negotiated the term of the investigation period. For this reason, staff is recommending an extension to allow for adequate time to resolve this issue.

To date further testing has been performed. This testing used an FDEP acceptable method to obtain groundwater at varying depths that correspond to the approximate locations of historic petroleum tanks and dry-cleaning locations. All on site tests came back negative. The results of the lab tests have not been received.

On December 12, 2013, the City Commission adopted Resolution No. 2013-10-28 extending the investigation period to February 8. Since the investigation has not concluded, and the sale of the property has not closed, it is staff's recommendation to again extend the investigation period an additional sixty (60) days to April 10, 2014.

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute a Second Addendum (Addendum #2) to the Contract for Purchase and Sale of Riverfront Redevelopment Area #3 to SHP Hospitality, LLC extending the investigation period by an additional sixty (60) days to April 10, 2014

ATTACHMENTS:

	Description	Type
D	Resolution	Resolution Letter
D	Second Addendum to SHP Contract	Exhibit

RESOLUTION No. 2014-10-43

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND
ADDENDUM TO THE CONTRACT FOR PURCHASE AND SALE
OF RIVERFRONT REDEVELOPMENT AREA #3 TO SHP
HOSPITALITY EXTENDING THE INVESTIGATION PERIOD BY
AN ADDITIONAL (60) DAYS**

WHEREAS, the City of Palatka City Commission adopted Resolution No. 2013-9-153 on August 29, 2013 accepting and adopting a Contract for Purchase and Sale for City-owned property identified as Area 3 contained in RFP 13-002, commonly known the Frank George Apartments site as 100 Memorial Drive, to SHP Hospitality, LLC and authorizing the City Manager to execute said Contract for Purchase and Sale; and

WHEREAS, the effective date of the Contract is September 11, 2013; and

WHEREAS, on December 12, 2013 the City Commission adopted Resolution 2013-10-28 which extended the Contract investigation period by ninety (90) days, or to February 8, 2014

WHEREAS, the SHP Hospitality, LLC requires more time to properly investigate the property and conduct their due diligence; and

WHEREAS, the City Commission now finds it necessary to extend the Contract Investigation Period by an additional sixty (60) days, or to April 10, 2014.

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

1. That the term of the Investigation Period as established in the contract shall be increased by an additional sixty (60) days to and including April 10, 2014.
2. That the City Manager is hereby authorized to execute the Second Addendum (Addendum #2) to the Contract for Purchase and Sale of Redevelopment Area #3 between the City of Palatka and SHP Hospitality, Inc..

PASSED AND ADOPTED by the Palatka City Commission this 13TH day of February, 2014.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

SECOND ADDENDUM TO CONTRACT FOR PURCHASE AND SALE

This Second Addendum to the Contract for Purchase and Sale dated September 11, 2013 (hereinafter referred to as the "Contract") between the **CITY OF PALATKA**, (hereinafter referred to as the "Seller"), 201 North Second Street, Palatka, Fl., 32177, and **SHP HOSPITALITY, LLC** or designee (hereinafter referred to as the "Buyer"), 250 Prime Outlet Blvd., St. Augustine, Fl., 32084, is entered into by Seller and Buyer as of the date noted below.

WHEREAS, Seller and Buyer entered into the Contract with an effective date of September 11, 2013; and

WHEREAS, the Seller and Buyer entered into an addendum to the Contract extending the term of the Investigation Period as established in the contract by ninety (90) days to February 8, 2013; and

WHEREAS, the Buyer requires more time to properly investigate the property and conduct their due diligence; and

WHEREAS, Seller and Buyer have agreed to an additional extension of the Contract Investigation Period; and

WHEREAS, Seller and Buyer are willing to extend the Contract based on the conditions set forth below.

NOW, THEREFORE, the parties hereby agree that notwithstanding anything to the contrary in the Contract, the term of the Investigation Period is amended as follows:

1. **Investigation Period:** The term of the Investigation Period as established in the Contract Addendum shall be increased by sixty (60) days to and including April 10, 2014.
2. **Inconsistency:** If there is any inconsistency or conflict between the covenants, terms and conditions of the Contract and this Addendum, the terms and conditions of this Addendum shall prevail and control.
3. **Terms:** Seller and Purchaser hereby acknowledge that the remaining terms of the Agreement remain in full force and effect.

~~~~ The remainder of this page left intentionally blank ~~~~

IN WITNESS WHEREOF, the Second Addendum to the Contract for Purchase and Sale is agreed to as of the date written below by the undersigned parties

**SELLER: CITY OF PALATKA**

(Seal)

By: \_\_\_\_\_  
**Michael J. Czymbor, CITY MANAGER**

Date: \_\_\_\_\_, 2014

**ATTEST:**

\_\_\_\_\_  
**Betsy J. Driggers, CITY CLERK**

**BUYER: SHP HOSPITALITY LLC**

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_  
**Sanjay Patel**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

**WITNESS:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF PUTNAM**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Sanjay Patel, who is the **Manager** of **SHP HOSPITALITY, LLC**, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**My Commission Expires:  
(Seal)**

\_\_\_\_\_  
**Notary Public, State of Florida**

# *Agenda Item*

*4*



## CITY COMMISSION AGENDA ITEM

### SUBJECT:

**RESOLUTION No. 2014 -10 -39** authorizing the execution of a Scope & Service Agreement with Ayres Associates in the amount of \$25,450 to complete a cost analysis on the WWTP Biosolids Management System - Adopt

### SUMMARY:

The WWTP's aging *biosolids management system* equipment is 30 years old, and is showing signs of age and deterioration. FDEP has adopted new rules and regulations governing biosolids management, which will require further treatment of biosolids in the near future. Palatka will not be able to meet the new FDEP requirements with the current system. The cost of maintaining this outdated system is not justified.

The City has three options:

1. Evaluate the existing sludge treatment process (biosolids system) for repair or replacement;
2. Convert the system from anaerobic to aerobic sludge digestion
3. Convert the system to a BCR Environmental Treatment/Processing System, which is a proprietary treatment system.

Ayers Associates has provided the City with the attached proposal to complete the study on these three options. This proposal also includes a Cost Feasibility Analysis Summary Report on each option. This study will help the City to determine and choose the best, most financially feasible course of action to take to address the aging system and its ability to continue to comply with FDEP rules and regulations.

The total cost of the study will not exceed \$25,450.00

### RECOMMENDED ACTION:

**Adopt the resolution authorizing execution of the Ayres Associates Scope and Fee Proposal for Palatka WWTP Sludge (biosolids) Treatment/Processing System Alternatives Cost Analysis Scope of Services in the amount of \$25,450.00**

### ATTACHMENTS:

| Description                                                    | Type              |
|----------------------------------------------------------------|-------------------|
| <input type="checkbox"/> <u>Resolution</u>                     | Resolution Letter |
| <input type="checkbox"/> <u>sludge system evaluation scope</u> | Cover Memo        |
| <input type="checkbox"/> <u>sludge system evaluation fee</u>   | Cover Memo        |

**RESOLUTION No. 2014-10-xx**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXECUTION OF AYRES & ASSOCIATES SCOPE  
OF WORK AGREEMENT FOR THE WWTP SLUDGE (BIOSOLIDS)  
TREATMENT/PROCESSING SYSTEM ALTERNATIVES COST  
ANALYSIS IN AN AMOUNT NOT TO EXCEED \$25,450.00 AND  
AMENDING THE FY 2013-2014 BUDGET**

**WHEREAS**, the City of Palatka must repair, upgrade or replace its aging biosolids management processing system in order to continue to treat the biosolids produced at that facility in a cost-efficient manner that will meet upcoming changes to FDEP rules and regulations; and

**WHEREAS**, on Ayres Associates, one of the City's qualified engineering services providers, has provided the City with a Scope and Fee Proposal for the Palatka WWTP Sludge (biosolids) Treatment/processing System Alternatives Cost Analysis in an amount not to exceed \$25,450.00, which is attached hereto as Exhibits A and B, to complete a study on three alternative courses of action to address the aging, inadequate biosolids treatment system; and

**WHEREAS**, Staff concurs with the terms of the Proposal; and

**WHEREAS**, the City deems it reasonable and necessary to enter an agreement with Ayres & Associates for said Sludge (biosolids) Treatment Analysis in order to aid the City in choosing the most effective course of action to pursue in order to continue to process biosolids at the Palatka Wastewater Treatment Plant; and

**WHEREAS**, the City of Palatka deems it reasonable and necessary to amend the FY 2013-2014 budget.

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

1. That the City Manager is hereby authorized to execute and accept the Ayres Associates Scope and Fee Proposal in an amount not to exceed \$25,450.00 to complete the Palatka WWTP Sludge (biosolids) Treatment/Processing System Alternatives Cost Analysis.
2. That the expenditures of the City of Palatka Water Fund Budget for the Fiscal Year 2013-2014 are amended as follows:

| <b>EXPENDITURES:</b>               |                           | <b>Last</b>      | <b>Recommended</b> | <b>As</b>        |
|------------------------------------|---------------------------|------------------|--------------------|------------------|
| <b><i>Expenditure Number</i></b>   | <b><i>Description</i></b> | <b>Approved</b>  | <b>Amendments</b>  | <b>Amended</b>   |
| 041-12-535-6-6352                  | WWTP SLUDGE COST ANALYSIS | \$ -             | \$ 25,450          | \$ 25,450        |
| 041-13-536-6-6400                  | CAPITAL OUTLAY            | \$ 87,000        | \$ (25,450)        | \$ 61,550        |
| <b>TOTAL EXPENDITURES AMENDED:</b> |                           | <b>\$ 87,000</b> | <b>\$ -</b>        | <b>\$ 87,000</b> |

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 13<sup>th</sup> day of February, 2014.

**CITY OF PALATKA**

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**By: Its MAYOR**

**ATTEST:**

---

**CITY CLERK**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

---

**CITY ATTORNEY**

## EXHIBIT A

### CITY OF PALATKA, FLORIDA WASTEWATER TREATMENT FACILITY SLUDGE TREATMENT/PROCESSING SYSTEM – ALTERNATIVES COST ANALYSIS SCOPE OF SERVICES

AYRES ASSOCIATES INC  
January 16, 2014 (Rev 1)

#### PROJECT UNDERSTANDING

It is the understanding of Ayres Associates Inc (Consultant) that the City of Palatka (City) desires to conduct a sludge treatment/processing system cost analysis to determine future needs with respect to considering (1) repair/replacement requirements for the existing anaerobic treatment/processing system, (2) conversion to an aerobic treatment/processing system, and (3) conversion to a proprietary alternative sludge treatment/processing system (BCR Environmental). Tasks will include the following scope of services:

#### SCOPE OF SERVICES

##### **TASK I. Evaluate Existing Sludge Treatment/Processing System Repair and Replacement**

1. Consultant will conduct up to two (2) site/field visits and perform existing conditions analysis determination of current operating sludge treatment and processing system.
2. Consultant will determine repair/replacement requirements for existing sludge treatment and processing system.
3. Consultant will coordinate with City WWTF staff to solicit equipment vendor quotes.
4. Consultant will assess and determine estimated capital/O&M costs to facilitate repair/replacement needs.

##### **TASK II. Evaluate Conversion to Aerobic Sludge Treatment/Processing System**

1. Consultant will determine existing/new systems conversion requirements.
2. Consultant will coordinate with City WWTF staff to solicit equipment vendor quotes.
3. Consultant will assess and determine estimated capital/O&M costs to facilitate conversion from the existing anaerobic system to an aerobic system.

##### **TASK III. Evaluate Conversion to BCR Environmental Sludge Treatment/Processing System**

1. Consultant will determine existing/new systems conversion requirements.
2. Consultant will coordinate with City WWTF staff to solicit equipment vendor quotes.
3. Consultant will assess and determine estimated capital/O&M costs to facilitate conversion from the existing anaerobic system to an aerobic system.

##### **TASK IV. Develop Cost Feasibility Analysis Summary Report**

1. Consultant will develop alternatives cost analysis comparison of Tasks I – III.
2. Consultant will develop limited summary list of funding alternatives.
3. Consultant will compile/submit preliminary findings report in technical memorandum format to the City for review and comment.

4. Upon receipt of review comments by the City for Item 2. above Consultant will compile/submit final findings report in technical memorandum format to the City.

**Proposed Lump Sum Fee**

The above scope Items I. through IV., as presented herein, will be provided for the proposed lump sum fee of \$25,450.00 as detailed by Exhibit B.

**Time Schedule and Period of Contract**

Ayres Associates will complete the replacement plans for review/acceptance by the City Public Works Department within 90-120 days from Notice to Proceed (NTP).

**Additional Services**

There are not additional services anticipated beyond that stated herein and as delineated by Exhibit A. Should additional services be requested or required, mutually agreed scope, fee, and terms and conditions will be established prior to any work being initiated.

**Contract Terms and Conditions**

Contract Terms and Conditions will be in accordance with the Master Consulting Services Agreement, dated June 25, 2013.

**Acceptance**

If this proposal is acceptable to you, signatures as indicated below and initials on the contract terms and conditions will serve as our authorization and notice to proceed.

Proposed by Consultant:

Ayres Associates Inc



David K. Kemp, PE  
Project Manager

Accepted by Owner:

City of Palatka, Florida  
Owner's Name

\_\_\_\_\_  
Michael J. Czymbor

City Manager  
Title

\_\_\_\_\_  
Date



# *Agenda Item*

5



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**RESOLUTION No. 2014-10-40** vacating surplus "reserved for park" property in Saratoga Estates subdivision, Parcel ID #12-10-26-8450-0000-0000; accepting a quit-claim deed for said property, and authorizing execution of all agreements, contracts and deeds necessary to convey the City's interest in the property to Dorothy Myers, the adjacent property owner - Adopt

**SUMMARY:**

The City Commission previously declared a small piece of property (.27 acres) on Westover Drive as "surplus" and the City entered into a contract with Caldwell Banker Commercial Ben Bates, Incorporated to market the property on behalf of the City. The City received an offer from Ms. Dorothy Myers, who owns property adjacent to the subject property, to purchase the property for one thousand eight hundred and fifty dollars (\$1,850.00) and specified in the attached purchase agreement.

In order to convey the property, the City will need to abandon the property and Reserved for Park designation. Because the subdivision developer never conveyed the property to the City, the property heir has conveyed his interest in the property to the City through quit-claim.

**RECOMMENDED ACTION:**

**Adopt Resolution No. 2014-10-40 abandoning and vacating surplus city property on Westover Drive, accepting the quit-claim deed and authorizing execution of a Purchase Agreement and other documents to convey the property to Dorothy Myers**

**ATTACHMENTS:**

|   | Description               | Type              |
|---|---------------------------|-------------------|
| D | <u>Purchase Agreement</u> | Exhibit           |
| D | <u>resolution</u>         | Resolution Letter |

**RESOLUTION No. 2014-10-xx**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ABANDONING AND VACATING PROPERTY HERETOFORE DESCRIBED AS “RESERVED FOR PARK” AND “10 FT WALK” LOCATED IN SARATOGA ESTATES S/D, PARCEL ID NO. 12-10-26-8450-0000-0000 LYING SOUTH OF LOT 15; AUTHORIZING ACCEPTANCE OF A QUIT-CLAIM DEED FOR SAID PROPERTY WITHOUT WARRANTY OF TITLE; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A DEED CONVEYING THE CITY’S INTEREST IN SAID PROPERTY TO DOROTHY MYERS IN EXCHANGE FOR FAIR CONSIDERATION**

**WHEREAS**, a subdivision known as “Saratoga Estates”, was established within the boundaries of the City of Palatka by the filing of a plat on October 9, 1953 in map book 4, page 3, Official Records of Putnam County, Florida; and

**WHEREAS**, there is an area depicted within the plat which is approximately .27 acres in size and which is noted on the face of the plat as being “reserved for park” (hereinafter “proposed park”); and

**WHEREAS**, the proposed park was never officially conveyed to the City of Palatka or to any other grantee, and, as a result, legal title to the “proposed park” remains in the name of the developer of the subdivision; and

**WHEREAS**, the proposed park was never improved through the construction of equipment or other facilities but instead the proposed park has essentially remained vacant since 1953 and has, in fact, been listed within the roles of the Putnam County Property Appraiser as belonging to the City of Palatka with the result that no assessment for taxes has been levied against the park; and

**WHEREAS**, in view of the fact that the proposed park has not been utilized for any municipal, recreational, or subdivision purpose and the ownership of the park was not clearly defined, the City of Palatka now desires to “vacate” or “abandon” the park, thereby disclaiming and rejecting any inference derived from the recorded plat that the proposed park is dedicated for park purposes or has been received by the City for said designated purpose; and

**WHEREAS**, the City has obtained a Quit-Claim Deed from a legal heir of the last recorded owner of the proposed park, and, while the City cannot guarantee at this time marketable title to the proposed park, it is the City’s intent to convey the proposed park to an adjoining property owner in exchange for fair consideration.

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

1. That area depicted within the plat of Saratoga Estates filed October 9, 1953, in map book 4, page 3, Official Records of Putnam County, Florida, and designated as being “reserved for park” be and is hereby specifically abandoned by the City of Palatka and any inference derived from the plat of park dedication is hereby specifically vacated.

The "legal description" of said parcel is as follows:

- a. All of that certain area described as "Reserved For Park", together with that certain "10 ft Walk" to Azalea Circle as shown on the plat of SARATOGA ESTATES SUBDIVISION, according to plat thereof recorded in Map book 4, page 3, of the public records of Putnam County, Florida.
2. The City Manager is authorized to accept and receive a Quit-Claim Deed naming the City of Palatka as grantee and conveying the Grantor's interest in the proposed park with the understanding that said grantor is not warranting marketability of title.
3. The Mayor and City Clerk are hereby authorized to execute and attest a deed in favor of DOROTHY MYERS, an owner of property which adjoins the proposed park, conveying the City's interests in the proposed park, in exchange for fair consideration.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 13<sup>th</sup> day of February 2014.

**CITY OF PALATKA, FLORIDA**

By: \_\_\_\_\_  
Its Mayor

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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



**VACANT LAND  
PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT  
COPYRIGHTED BY AND SUGGESTED FOR USE BY THE MEMBERS OF  
THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.**



1 DOROTHY MYERS ("BUYER/PURCHASER")

2 and CITY OF PALATKA ("SELLER"),

3 which terms may be singular or plural and include the successors, personal representatives and assigns of  
4 BUYER and SELLER, hereby agree that SELLER will sell and BUYER will buy the following described property  
5 with all improvements ("the Property"), upon the following terms and conditions and as completed or marked. In  
6 any conflict of terms or conditions, that which is added will supersede that which is printed or marked.

7 **PROPERTY DESCRIPTION:**

8 (a) Street address, city, zip code: WESTOVER DR, PALATKA, FL 32177

9 (b) The Property is located in PUTNAM County, Florida. Real Property Tax ID No: \_\_\_\_\_

10 (c) Legal description of the Real Property (if lengthy, attach legal description): PUTNAM COUNTY PARCEL

11 ID NO. 12-10-26-8450-0000-0000; SARATOGA ESTATES S/D MB4 P3 PARK LYING S OF LOT 15

12 \_\_\_\_\_  
13 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or  
14 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current  
15 taxes, existing zoning, recorded restrictive covenants governing the Property, and easements of record. Under  
16 Florida law financing of the BUYER's principal residence requires BUYER and BUYER's spouse to sign the  
17 mortgage(s). Under Florida law the sale of a principal residence requires SELLER's spouse to sign the deed even  
18 if the spouse's name is not on SELLER's present deed.

19 1. **PURCHASE PRICE** to be paid by BUYER is payable as follows:

20 (A) Binder deposit paid herewith, which will remain a binder until closing  
21 unless sooner disbursed according to the provisions of this Agreement \$ 500.00

22 (B) Binder deposit due within \_\_\_\_\_ days after date of acceptance of this  
23 Agreement \$ \_\_\_\_\_

24 (C) Additional binder deposit due on or before \_\_\_\_\_ or  
25 \_\_\_\_\_ days after date of acceptance of this Agreement \$ \_\_\_\_\_

26 (D) Balance due at closing (not including BUYER's closing costs, prepaid  
27 items or prorations) by cashiers, official or certified check drawn on a  
28 United States banking institution or wire transfer \$ 1,350.00

29 (E) Proceeds of a note and mortgage to be executed by BUYER to any  
30 lender other than SELLER (base loan amount excluding financed  
31 closing costs) \$ \_\_\_\_\_

32 (F) Seller financing by note and mortgage executed by BUYER to SELLER \$ \_\_\_\_\_

33 (G) **PURCHASE PRICE** \$ 1,850.00

34 (H)  **Purchase Price Based on Units** (Complete only if purchase price will be based on a per unit price  
35 instead of a fixed sales price). The unit used to determine the purchase price is

36  Acre  
37  Square foot  
38  Other (specify \_\_\_\_\_) prorating

39 areas of less than a full unit. The purchase price will be \$ \_\_\_\_\_ per unit and  
40 adjusted at closing based on a calculation of the units of the Property as certified to BUYER and SELLER  
41 by a Florida-licensed surveyor in accordance with Paragraph 5 of this Agreement. The following rights of  
42 way and other areas within the Property will be excluded from the calculation of units:

43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_  
46 \_\_\_\_\_

47 **Escrow Agent Information** (When the binder deposit(s) is held by an attorney or title insurance  
48 agency):

49 Name: \_\_\_\_\_

50 Address: \_\_\_\_\_  
51 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
52 E-mail: \_\_\_\_\_

53 **Note: In the event of a dispute between BUYER and SELLER regarding entitlement to the binder**  
54 **deposit(s) held by an attorney or title insurance agency, Broker's resolution remedies referenced**  
55 **in paragraph 12(A) hereof are not available.**

56 **2. FINANCING INFORMATION: BUYER intends to finance this transaction as follows:**

- 57  Cash transaction  
58  Loan without financing contingency  
59  Loan with financing contingency  
60  Seller financing (If marked see applicable Addendum attached hereto and made a part hereof).

61 (A) **APPLICATION:** Within \_\_\_\_\_ days (5 days if left blank) after date of acceptance of this Agreement,  
62 BUYER will make application for mortgage loan(s) and pay lender for credit report(s). BUYER will  
63 timely furnish any and all credit, employment, financial, and other information required by lender.  
64 BUYER will pay for the appraisal at the earliest date allowed by law and will instruct the lender to order  
65 the appraisal within 3 days after time of such payment. BUYER hereby authorizes BUYER's lender to  
66 disclose information regarding the status, progress and conditions of loan application and loan  
67 approval to SELLER, SELLER's attorney, Broker(s) to this transaction, and settlement agent.

68 Unless the mortgage loan is approved within \_\_\_\_\_ days (45 days if left blank) after date of  
69 acceptance of this Agreement, hereinafter called Loan Approval Period, without contingencies except  
70 those pertaining to the Property, BUYER and SELLER shall have 5 days thereafter to:

- 71 (1) Extend the time for loan approval by mutual written agreement; or  
72 (2) Terminate this Agreement by written notice to the other party.

73 If BUYER and SELLER do not extend the time for loan approval or terminate this Agreement within  
74 said 5 day period, this Agreement shall no longer be subject to a financing contingency. In this event,  
75 neither party shall have a right to terminate this Agreement under this paragraph, the binder deposit  
76 shall not be refundable because of BUYER's failure to obtain financing, and this Agreement shall  
77 continue through the date of closing. As used in this paragraph, contingencies pertaining to the  
78 Property include, but are not limited to, marketable title and survey as required by this Agreement.

79 (B)  **APPRAISAL CONTINGENCY:** If marked it is expressly agreed that, notwithstanding any other  
80 provision of this Agreement, BUYER shall not incur penalty by forfeiture of deposit(s) or otherwise be  
81 obligated to complete the purchase of the Property described herein if the purchase price exceeds the  
82 appraised value of the Property as established by BUYER's or lender's appraiser. BUYER shall,  
83 however, have the option of proceeding with the consummation of this Agreement without regard to the  
84 amount of said appraised value. This contingency shall expire five (5) days after expiration of the  
85 Financing Contingency Period.

86 **3. TITLE EXAMINATION AND DATE OF CLOSING:**

87 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title,  
88 including legal access, the transaction will be closed and the deed and other closing papers delivered  
89 on or before  \_\_\_\_\_  90 \_\_\_\_\_ days after date of acceptance of this  
90 Agreement, unless extended by other conditions of this Agreement. Marketable title means title which  
91 a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be  
92 cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances,  
93 covenants, restrictions and easements of record. From the date of acceptance of this Agreement  
94 through closing, SELLER will not take or allow any action to be taken that alters or changes the status  
95 of title to the Property.

96 (B) **Extension of Date of Closing**

97 If closing cannot occur by the date of closing due to Truth In Lending Act (TILA) disclosure  
98 requirements, the date of closing shall be extended for the period necessary to satisfy TILA disclosure  
99 requirements, not to exceed 7 business days.

100 If extreme weather or other condition or event constituting acts of God causes (i) disruption of services  
101 essential to the closing process or (ii) unavailability of hazard, flood or wind insurance prior to closing,  
102 the date of closing will be extended for up to 5 days after restoration of services essential to the  
103 closing process and availability of applicable insurance. If (i) or (ii) continues for more than 30 days  
104 beyond the date of closing, BUYER or SELLER may terminate this Agreement by delivering written  
105 notice to the other party.

106 (C) If title evidence or survey reveals any defects which render the title unmarketable, BUYER or closing  
107 agent will have 5 days from receipt of title commitment and survey to notify SELLER of such title  
108 defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and  
109 will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to  
110 BUYER of evidence that such defects have been cured but not sooner than the date of closing.  
111 SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other monetary  
112 encumbrances, unless otherwise agreed. If SELLER is unable to convey to BUYER marketable title,  
113 BUYER will have the right to terminate this Agreement or to accept such title as SELLER may be able  
114 to convey, and to close this transaction upon the terms stated herein, which election will be exercised  
115 within 10 days after BUYER's receipt of SELLER's written notice of SELLER's inability to cure.

116 4. **TITLE EVIDENCE: Mark to designate the party responsible to provide title commitment.**

117  **SELLER to provide:** Within \_\_\_\_\_ days (20 days if left blank) after date of acceptance of this  
118 Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the amount  
119 of the purchase price, together with legible copies of all Schedule B-II title exceptions. Subject to paragraph  
120 3(C) above, any expense of curing title defects such as but not limited to legal fees, discharge of liens and  
121 recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's expense) at or  
122 prior to closing a simultaneous title insurance commitment for a mortgage policy.

123  **BUYER to obtain:** During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:  
124  Title insurance commitment for an owner's policy in the amount of the purchase price, together with  
125 legible copies of all Schedule B-I requirements and B-II exceptions and/or  Title insurance commitment  
126 for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-1  
127 requirements and B-II exceptions. Subject to paragraph 10(B) above, any expense of curing title defects  
128 such as but not limited to legal fees, discharge of liens and recording fees will be paid by SELLER. From  
129 date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that  
130 alters or changes the status of title to the Property.

131 5. **SURVEY: Mark to designate the party responsible to provide survey.**

132  **SELLER to provide:** Within \_\_\_\_\_ days (20 days if left blank) after date of acceptance of this  
133 Agreement, SELLER will deliver to BUYER:  A new staked boundary survey of the Property dated within  
134 3 months of closing showing all improvements, certified to SELLER, BUYER, lender, and the title insurer.  
135  A copy of a previously made survey of the Property showing all existing improvements and sufficient to  
136 allow removal of the survey exceptions from the title insurance commitment.  No survey is required. If a  
137 surveyor's flood elevation certificate is required, BUYER shall pay for it.

138  **BUYER to obtain:** During the inspection Period BUYER may obtain, and if obtained shall deliver a  
139 copy to SELLER, a new staked survey of the Property dated within 3 months of closing showing all  
140 improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title  
141 insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance  
142 commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey. Any  
143 costs associated therewith shall be paid by the party paying for the boundary survey. The cost and  
144 expense of the boundary survey shall be paid for by the party designated in paragraph 8 or 9 of this  
145 Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be  
146 paid for by BUYER, such as but not limited to, wellands delineation, topographical or tree survey. If the  
147 purchase price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall  
148 provide and certify the unit calculation needed pursuant to paragraph 1(H).  
149 If a surveyor's flood elevation certificate is required, BUYER shall pay for it.

150 6. **LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until  
151 closing. If any of the Property is materially damaged or altered by casualty before closing, or SELLER  
152 negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain  
153 proceedings, or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER in  
154 writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within 10 days  
155 from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance with this  
156 Agreement and receive all payments made by the governmental authority or insurance company, if any.

157 7. **PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste  
158 collection/disposal fees, stormwater fees, and Community Development District ("CDD") fees will be  
159 prorated through day before closing based on the most recent information available to the closing  
160 attorney/settlement agent using the gross tax amount for estimated tax prorations. The day of closing shall  
161 belong to BUYER. Any proration based on an estimate shall be reprorated at the request of either party  
162 upon receipt of the actual bill based on the maximum discount available.

163 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S CURRENT  
164 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE  
165 OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR

166 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD  
167 RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING  
168 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

169 8. BUYER WILL PAY:

170 (A) CLOSING COSTS:

- |                                                                            |                                                                   |
|----------------------------------------------------------------------------|-------------------------------------------------------------------|
| 171 <input checked="" type="checkbox"/> Recording fees                     | <input type="checkbox"/> Closing attorney/settlement fee          |
| 172 <input type="checkbox"/> Intangible tax                                | <input checked="" type="checkbox"/> BUYER's courier fees          |
| 173 <input type="checkbox"/> Note stamps                                   | <input type="checkbox"/> Adjusted mortgage origination charges    |
| 174 <input type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage insurance premium               |
| 175 <input type="checkbox"/> Title insurance endorsements                  | <input type="checkbox"/> Mortgage discount not to exceed _____    |
| 176 <input type="checkbox"/> Lender's flood certification fees             | <input type="checkbox"/> Appraisal fee                            |
| 177 <input type="checkbox"/> Tax service fee                               | <input type="checkbox"/> Credit report (s)                        |
| 178 <input type="checkbox"/> Inspection and reinspection fees              | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 179 <input type="checkbox"/> Real estate brokerage fee _____               | <input type="checkbox"/> Title search                             |
| 180 <input checked="" type="checkbox"/> Survey                             |                                                                   |
| 181 <input type="checkbox"/> Other _____                                   |                                                                   |

182 (B) All other charges required by lender(s) in connection with the BUYER's loan(s), unless prohibited by  
183 law or regulation.

184 (C) Condominium and homeowners' association application/transfer fees, the cost of completion of a  
185 lender's condominium questionnaire and capital contributions, if required.

186 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance  
187 premiums if required by the lender.

188 9. SELLER WILL PAY:

189 (A) CLOSING COSTS:

- |                                                                                                    |                                                                |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 190 <input checked="" type="checkbox"/> Deed stamps                                                | <input type="checkbox"/> Title insurance endorsements          |
| 191 <input checked="" type="checkbox"/> <del>Owner's title insurance policy</del> <sup>18 22</sup> | <input type="checkbox"/> Lender's flood certification fees     |
| 192 <input type="checkbox"/> Title search                                                          | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 193 <input checked="" type="checkbox"/> Closing attorney/Settlement fee                            | <input type="checkbox"/> Appraisal fee                         |
| 194 <input checked="" type="checkbox"/> Real estate brokerage fee                                  | <input type="checkbox"/> Tax service fee                       |
| 195 <input type="checkbox"/> Survey                                                                | <input checked="" type="checkbox"/> SELLER's courier fees      |
| 196 <input type="checkbox"/> Satisfaction of mortgage and recording fee                            |                                                                |
| 197 <input type="checkbox"/> Other _____                                                           |                                                                |

198 (B) Homeowners' Association estoppel/statement costs.

199 (C) All other charges required by lender(s) in connection with the BUYER's loan(s) which BUYER is  
200 prohibited from paying by law or regulation.

201 (D) if SELLER agrees to pay any amount toward BUYER's closing costs and/or prepaids, SELLER shall  
202 be obligated to pay, upon closing, only those costs marked in paragraph 8(A) and those specified in  
203 paragraphs 8(B), 8(C) and 8(D).

204 (E) All mortgage payments, condominium or homeowners association fees and assessments, Community  
205 Development District "(CDD)" and government special assessments due and payable shall be paid  
206 current at SELLER's expense at the time of closing.

207 (F) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by  
208 a public body that are certified, confirmed and ratified before the date of closing not payable in  
209 installments; and (ii) the amount of the public body's most recent estimate or assessment for an  
210 improvement which is substantially completed as of date of acceptance of this Agreement but that has  
211 not resulted in a lien being imposed on the Property before closing. "Public body" does not include a  
212 homeowners' association or CDD fees.

213 if public body special assessments may be paid in installments (CHECK ONE)

214  BUYER shall pay installments due after date of closing.

215  SELLER will pay the assessment in full prior to or at the time of closing.

216 IF NEITHER BOX IS MARKED THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE OF  
217 CLOSING. This paragraph 9(F) shall not apply to liens imposed by a Community Development  
218 District created by Florida Statutes 190. The special benefit tax assessment imposed by a  
219 Community Development District shall be treated as an ad valorem tax.

220 (G) FIRPTA Tax Withholding: If SELLER is a "foreign person" as defined by the Foreign Investment In  
221 Real Property Tax Act, the BUYER and SELLER shall comply with the Act, which may require SELLER  
222 to provide additional funds at closing.

223 10. DEFAULT:

224 (A) if BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after

225 deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees)  
226 will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of this  
227 Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all  
228 obligations to each other under this Agreement except for BUYER's responsibility for damages caused  
229 during inspections as described in paragraph 14.

230 (B) If SELLER defaults under this Agreement, BUYER may either: (I) seek specific performance; or (II)  
231 elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for  
232 damages resulting from SELLER's default.

233 (C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms  
234 of the listing agreement.

235 11. **NON-DEFAULT PAYMENT OF EXPENSES:**

236 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs incurred,  
237 whether the same were to be paid by BUYER or SELLER, will be the responsibility of BUYER with  
238 costs deducted from the binder deposit(s) and the remainder of the binder deposit(s) shall be returned  
239 to BUYER. This will include but not be limited to the transaction not closing because BUYER does not  
240 obtain the required financing as provided in this Agreement or BUYER invokes BUYER's right to  
241 terminate under any contingency in this Agreement; however if Buyer elects to terminate this  
242 Agreement pursuant to paragraphs 2(A), 2(B) or 14 each party will be responsible for all loan and sale  
243 processing costs specified to be paid by that party.

244 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs  
245 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of  
246 SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the  
247 transaction not closing because SELLER cannot deliver marketable title or zoning is not as required in  
248 paragraph 15, but shall not include failure to appraise or termination pursuant to paragraph 14.

249 12. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

250 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the  
251 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to  
252 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be  
253 deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the  
254 broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from  
255 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,  
256 and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's  
257 fees and damages upon disbursement in accordance therewith.

258 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of or  
259 relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER and  
260 Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a trial by  
261 jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether arising directly  
262 or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their  
263 own costs and attorney's fees except for interpleader's attorney's fees and costs which shall be  
264 payable as set forth in paragraph 12(A).

265 13. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and  
266 capacity to convey the Property. SELLER represents that SELLER has no knowledge of facts materially  
267 affecting the value of the Property other than those which BUYER can readily observe except:

268 \_\_\_\_\_  
269 \_\_\_\_\_  
270 SELLER further represents that the Property is not now and will not be prior to date of closing subject to a  
271 municipal or county code enforcement proceeding and that no citation has been issued except:  
272 \_\_\_\_\_

273 \_\_\_\_\_  
274 If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply  
275 with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes, SELLER  
276 shall be responsible for compliance with applicable code and all orders issued in such proceeding unless  
277 otherwise agreed herein. SELLER has received no written or verbal notice from any governmental entity as to  
278 uncorrected environmental or safety code violations.

279 14. **MAINTENANCE, INSPECTION AND REPAIR:** SELLER will maintain the Property in its present condition  
280 until closing, except for normal wear and tear and SELLER will not engage in or permit any activity that  
281 would materially alter the Property's condition without the BUYER's prior written consent. BUYER and  
282 SELLER agree that the cost of inspections and investigations requested by BUYER are exempt from  
283 paragraph 11 of this Agreement and will be paid by BUYER regardless of the outcome of this Agreement.  
284 If BUYER elects not to have inspections and investigations performed, BUYER accepts the Property in its

285 "AS IS" condition as of the date of acceptance of this Agreement. BUYER will be responsible for repair of  
286 all damages to the Property resulting from inspections and investigations, and BUYER will return the  
287 Property to its pre-inspection condition. These obligations shall survive termination of this Agreement.

288 (A) Inspection of the Property. Mark (1) or (2) below to designate whether an Inspection Period  
289 applies. If not marked, the Inspection Period DOES NOT apply.

290 (1)  No Inspection Period. BUYER is satisfied that the Property is suitable for BUYER's Intended  
291 use, including, but not limited to, (i) the zoning and any proposed zoning changes for the Property, (ii)  
292 the subdivision, deed or other restrictions that affect the Property, (iii) the status of any moratorium on  
293 the Property, (iv) the availability of concurrency for the Property, (v) the availability of utilities, (vi)  
294 whether the Property can be legally used for BUYER's Intended use, and (vii) all other matters  
295 concerning BUYER's intended use of the Property. This Agreement is NOT contingent on BUYER  
296 conducting any further investigations.

297 (2)  Inspection Period. BUYER may, at BUYER's expense, until 5:00 p.m., on  \_\_\_\_\_  
298 \_\_\_\_\_ (date) or  \_\_\_\_\_ days (30 days, if left blank) after date of  
299 acceptance of this Agreement (the "Inspection Period") perform such due diligence on, investigate and  
300 inspect the Property, to determine whether or not the same is satisfactory to BUYER, in BUYER's sole  
301 and absolute discretion. During the Inspection Period, BUYER may conduct such tests and inspections  
302 as BUYER may desire, including, but not limited to, appraisals of the Property, title and survey  
303 examination, soil testings and/or borings, permitting, site plan and other determinations, for BUYER's  
304 Intended or potential use of the Property. During such inspection Period, BUYER will be provided  
305 access to the Property to, among other things, inspect the Property, determine the condition thereof,  
306 verify zoning, conduct engineering and environmental studies, feasibility tests, determine use under  
307 zoning or the proposed comprehensive land use plan, test for hazardous materials, and to determine  
308 the availability of water, sewer, and other utilities.

309 If BUYER determines, in BUYER's sole discretion, that the Property is not acceptable to BUYER,  
310 BUYER then prior to the expiration of the inspection Period, BUYER may give written notice of  
311 BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the  
312 BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided  
313 in this paragraph 14.

314 If this transaction does not close for any reason whatsoever, BUYER shall be responsible to restore the  
315 Property to its original condition. Promptly upon the completion of any inspection, examination or test,  
316 BUYER shall restore the Property to its former condition.

317 Prior to closing, BUYER shall not permit any liens to be placed on the Property arising from any action  
318 of BUYER and if any such liens are placed on the Property, BUYER shall promptly remove such liens by  
319 payment or bonding no later than the earlier of: (i) 10 days after demand thereof by SELLER; or (ii) date  
320 of closing; or (iii) termination of this Agreement.

321 BUYER shall not engage in any activity on the Property other than inspections prior to closing (which  
322 inspection rights shall be from the date of this Agreement to the earlier of: (i) closing or (ii) termination  
323 of this Agreement even though the inspection Period may have expired) without the prior written  
324 consent of SELLER. BUYER and its employees, agents and contractors shall enter upon the Property  
325 at their own risk and SELLER shall not be liable in any way for damages or acts suffered by such  
326 parties.

327 Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the deposit(s)  
328 shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SELLER's  
329 default or SELLER's inability to perform, the deposit(s) shall be retained by SELLER as liquidated  
330 damages and will be distributed pursuant to the terms of the listing agreement or this Agreement.

331 BUYER hereby agrees to defend, indemnify and hold SELLER harmless against any claims, costs,  
332 damages, or liability arising out of BUYER's investigation of the Property, including costs and  
333 reasonable attorney's fees. BUYER agrees to defend, indemnify and hold SELLER harmless from and  
334 against all liens on the Property filed by contractors, material suppliers, or laborers performing work and  
335 tests for BUYER. The indemnification and hold harmless provisions of this paragraph shall survive any  
336 termination of this Agreement.

337 (B) Access: SELLER will make the Property available for inspections and investigations during the time  
338 provided for inspections and investigations in this paragraph, and, if not, the time for inspections and  
339 investigations will be extended by the time access was denied.

340 (C) Broker's Notice: Neither the Listing Broker nor Selling Broker warrants the condition, size or square  
341 footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for all  
342 losses, damages, claims, suits, and costs regarding same. BUYER and SELLER hereby release and  
343 hold harmless said Brokers and their licensees from all losses, damages, claims, suits, and costs

344 arising out of or occurring with respect to the condition, size or square footage of the Property. Brokers  
345 shall not be liable for the performance by any provider of services or products recommended by  
346 Brokers. Such recommendations are made as a courtesy. BUYER and SELLER may select their own  
347 providers of services or products.

348 15. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the  
349 inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes  
350 for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property,  
351 (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property,  
352 (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or  
353 (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing.  
354 Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the  
355 written consent of the other party. SELLER warrants and represents that there is ingress and egress to  
356 and from the Property sufficient for its current use.

357 16. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

358 (A)  **NO SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes no  
359 representations or warranties concerning the environmental condition of the Property or the Subsurface  
360 Condition of the Property as hereinafter defined.

361 (B)  **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes the following  
362 representations concerning the environmental condition of the Property and the Subsurface Condition of  
363 the Property. These representations shall survive closing.

364 (i) **Subsurface Conditions.** SELLER hereby represents to BUYER that, to the best of SELLER's  
365 knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the  
366 Property, including, without limitation, buried debris, human burials or remains, archaeological sites,  
367 landfills of any type, or hazardous wastes, and that the Property has not at any time been used for any  
368 such purpose; and (b) there are no other adverse physical conditions on or under any portion of the  
369 Property, including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil  
370 conditions adverse to construction purposes ("Subsurface Conditions").

371 (ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property  
372 and all uses of the Property have been, and presently are, in compliance with all federal, state, and local  
373 environmental laws; (b) no hazardous substances have been generated, stored, treated, or transferred  
374 on the Property, except as specifically disclosed to BUYER or permitted under environmental law; (c)  
375 SELLER has no knowledge of any spill or environmental law violation on any property contiguous to the  
376 Property; (d) SELLER has not received or otherwise obtained knowledge of any spill or contamination  
377 on the Property, any existing or threatened environmental lien against the Property or any lawsuit,  
378 proceeding, or investigation regarding the handling of hazardous substances on the Property; and (e)  
379 SELLER has all permits necessary for any activity and operations currently being conducted on the  
380 Property and such permits are in full force and effect.

381 17. **PROPERTY INCLUDES:** included in the purchase price are all (if any) fencing, trees, timber, fill dirt,  
382 minerals, all as now existing or installed on the Property, and these additional items: \_\_\_\_\_  
383 \_\_\_\_\_  
384 \_\_\_\_\_

385 18. **ADDENDA/RIDERS/DISCLOSURES:**

386 If marked the following are attached hereto and made a part of this Agreement:

387  Homeowners' Association/Community Disclosure

388  Coastal Construction Control Line Disclosure

389  Short Sale Addendum

390  Other (Specify here) \_\_\_\_\_

391 19. **ADDITIONAL TERMS AND CONDITIONS:** BUYER ACKNOWLEDGES THAT THE SUBJECT

392 PROPERTY DOES NOT HAVE CLEAR TITLE. THIS CONTRACT IS CONTINGENT UPON THE CITY OF

393 PALATKA, AT THEIR EXPENSE, TO PASS A RESOLUTION REMOVING ANY RESERVATION FOR THE

394 SUBJECT PROPERTY TO BE A PARK.

395 20. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge  
396 receipt of a copy of this Agreement. Except for brokerage agreements, BUYER, SELLER and Broker agree

397 that the terms of this Agreement constitute the entire agreement between them and that they have not  
398 received or relied on any representations by Brokers or any material regarding the Property including, but  
399 not limited to, listing information, that are not expressed in this Agreement. No prior or present agreements  
400 or representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.  
401 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be  
402 bound. This Agreement and any modifications to this Agreement may be signed in counterparts and may be  
403 executed by electronic media, including facsimile and email. Headings are for reference only and shall not  
404 be deemed to control interpretations. If any provision of this Agreement is or becomes invalid or  
405 unenforceable, all remaining provisions will continue to be fully effective. Neither this Agreement nor any  
406 memorandum hereof will be recorded in any public records.

407 In the performance of the terms and conditions of this Agreement each party will deal fairly and in good  
408 faith with the other. Notice to the Broker for a party shall be deemed notice to that party. All assignable  
409 repair and treatment contracts and warranties are deemed assigned by SELLER to BUYER at closing  
410 unless otherwise stated herein. SELLER agrees to sign all documents necessary to accomplish same at  
411 BUYER's expense, if any

412 TIME IS OF THE ESSENCE IN THIS AGREEMENT. As used in this Agreement, "days" means calendar  
413 days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or  
414 State holiday shall extend to the next day which is not a Saturday, Sunday or State holiday. All references  
415 to a date other than the date of acceptance shall be 7:00 p.m. Eastern Time (ET).

416 21. NO OTHER AGREEMENTS AND BUYER'S AND SELLER'S NOTICES: BUYER and SELLER represent  
417 that they have not entered into any other agreements with real estate brokers other than those named  
418 below with regard to the Property. All notices, requests, and other communications required or permitted to  
419 be given under this Agreement shall be in writing and shall be sent by certified mail, postage prepaid, return  
420 receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service,  
421 or shall be sent by facsimile, addressed as follows:

422 If to BUYER, to the BUYER's Broker or to BUYER at the address or fax number hereinafter  
423 set forth, with a copy to Selling Broker, at the address or fax number hereinafter set forth.

424 If to SELLER, to the SELLER's Broker or to SELLER at the address or fax number  
425 hereinafter set forth, with a copy to Listing Broker, at the address or fax number hereinafter  
426 set forth.

427 or to any other address or addresses as any party may designate from time to time by written notice given  
428 in accordance with this paragraph. Any such notice will be considered delivered: (1) on the date on which  
429 the return receipt is signed, delivery is refused, or the notice is designated by the postal authority as not  
430 deliverable, as the case may be if mailed; (2) on the date delivered by personal delivery; (3) on the date  
431 delivered by a recognized national overnight courier service; or (4) on the date of successful transmission if  
432 sent by facsimile. BUYER and SELLER give the Brokers authorization to advise surrounding neighbors  
433 who will be the new owner of the Property. "Broker", as used in this Agreement, is deemed to include all of  
434 Broker's licensees licensed to sell real property in the State of Florida.

435 22. ASSIGNMENT: Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable by  
436 BUYER.

437  BUYER may not assign this Agreement without SELLER's written consent which may be withheld in  
438 SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent  
439 to an entity in which BUYER directly owns a majority or controlling interest or as follows: \_\_\_\_\_

440 \_\_\_\_\_  
441  BUYER may assign this Agreement without SELLER's consent.

442 23. PROFESSIONAL ADVICE; NO BROKER LIABILITY: Broker advises BUYER and SELLER to verify all  
443 facts and representations that are important to them and to consult an appropriate professional for legal  
444 advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction,  
445 status of title, foreign investor reporting requirements, etc.) and for tax, property condition, environmental  
446 and other specialized advice. BUYER agrees to rely solely on SELLER's representations herein (if any),  
447 professional inspectors and governmental agencies for verification of the Property condition and facts that  
448 materially affect the Property value, and BUYER expressly releases the Broker(s) from liability for each of  
449 the foregoing.

450 24. ESCROW DISCLOSURE: BUYER and SELLER agree that Broker may place escrow funds in an interest  
451 bearing account pursuant to the rules and regulations of the Florida Real Estate Commission and retain  
452 any interest earned as the cost associated with maintenance of said escrow.

453 25. SOCIAL SECURITY OR TAX I.D. NUMBER: BUYER and SELLER agree to provide their respective  
454 Social Security or Tax I.D. number to closing attorney/ settlement agent upon request.

455 26. 1031 EXCHANGE: BUYER or SELLER may elect to effect a tax-deferred exchange under Internal  
456 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and  
457 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party  
458 shall not incur any costs, fees or liability as a result of or in connection with the exchange.

459 27. PAYOFF AUTHORIZATION: SELLER hereby authorizes the closing attorney/settlement agent to obtain  
460 mortgage payoff letters (including from foreclosure attorneys) and Homeowner's and Condominium  
461 Association status letters on behalf of SELLER.

462 28. TIME OF ACCEPTANCE: IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED  
463 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING BY FAX AND  
464 ELECTRONICALLY) ON OR BEFORE 2:01 A.M. P.M. 02-28-14 (DATE), THIS OFFER  
465 WILL TERMINATE. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE  
466 \_\_\_\_\_ HOURS (24 HOURS IF LEFT BLANK) FROM THE TIME THE COUNTER OFFER IS  
467 DELIVERED.

468 29. DATE OF ACCEPTANCE: The date of acceptance of this Agreement shall be the date on which this  
469 Agreement is last executed by BUYER and SELLER and the fact of execution is communicated to the  
470 other party in writing.

471 If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.

|     |                      |                |        |       |
|-----|----------------------|----------------|--------|-------|
| 472 | _____                | _____          | _____  | _____ |
| 473 | BUYER                | DATE           | SELLER | DATE  |
| 474 | <i>Dorothy Myers</i> | <u>1-31-14</u> | _____  | _____ |
| 475 | BUYER                | DATE           | SELLER | DATE  |
| 476 | _____                | _____          | _____  | _____ |
| 477 | BUYER                | DATE           | SELLER | DATE  |
| 478 | _____                | _____          | _____  | _____ |
| 479 | BUYER                | DATE           | SELLER | DATE  |

480 Broker, by signature below, acknowledges receipt of \$ \_\_\_\_\_  cash  check as the binder  
481 deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending  
482 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the terms  
483 of this Agreement.

484 \_\_\_\_\_  
485 Company By Title

**END OF PURCHASE AND SALE AGREEMENT**

486 Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph  
487 12 above.

488 COLDWELL BANKER BEN BATES, INC.  
489 Firm Name of Listing Broker  
490 386-328-6716  
491 Phone for Listing Broker  
492 By: \_\_\_\_\_  
493 Authorized Licensee Signature  
494 MARC SPALDING  
495 Printed Name of Licensee  
496 386-328-6716  
497 Phone for Listing Licensee

COLDWELL BANKER BEN BATES, INC.  
Firm Name of Selling Broker  
386-328-6716  
Phone for Selling Broker  
By: \_\_\_\_\_  
Authorized Licensee Signature  
MARC SPALDING  
Printed Name of Licensee  
386-328-6716  
Phone for Selling Licensee

# *Agenda Item*

6



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**RESOLUTION No. 2014-10-41** accepting conveyance of the Tierra Woods S/D Retention Pond and authorizing execution of a Release of Lien for all fines, penalties and liens associated with Code Enforcement Case No. 11-80, Findings of Facts, Conclusions of Law - Adopt

**SUMMARY:**

City Staff has been in negotiation with Charles Smith and Terry Smith, apparent owners of the Tierra Woods Retention Pond, regarding its maintenance. Because of the uncertainty of the ownership of the pond, City is unable to utilize public resources to maintain the pond. The result is flooding in Tierra Woods during rain events. The owners of the Pond have agreed to quit-claim the property to the City in exchange for the maintenance of the pond, with the goal of improving its efficiency for drainage purposes in order to alleviating flooding in Tierra Woods during rain events.

As part of the agreement, Staff is requesting authorization for Mayor's execution of a Release of Lien on Code Enforcement Cast No. 11-80 in order to release all fines, penalties and liens associated with this particular case, which was brought against the apparent owners because the retention pond was not being maintained in accordance with Sections 30-32 and 30-33 of the Municipal Code. Once the pond has been conveyed to the City, the City will abate the nuisance.

**RECOMMENDED ACTION:**

**Adopt a resolution accepting conveyance of the Tierra Woods S/D Retention Pond in order to clear and maintain it so as to improve drainage conditions, and authorizing execution of a Release of Lien for all fines, penalties and liens associated with Code Enforcement Case No. 11-80, Findings of Facts, Conclusions of Law**

**ATTACHMENTS:**

| Description                                                         | Type              |
|---------------------------------------------------------------------|-------------------|
| <input type="checkbox"/> <u>Resolution</u>                          | Resolution Letter |
| <input type="checkbox"/> <u>Finding of Fact, Conclusions of Law</u> | Backup Material   |

**RESOLUTION No. 2013-10- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING A QUIT-CLAIM DEED FOR THE PROPERTY KNOWN AS THE "TIERRA WOODS RETENTION POND," PARCEL #09-10-26-9005-0770-0530, FOR THE PURPOSE OF CLEARING AND MAINTAINING THE RETENTION POND TO IMPROVE ITS EFFICIENCY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A RELEASE OF LIEN FOR ALL COSTS, FINES AND PENALTIES ARISING FROM CODE ENFORCEMENT CASE #11-80 ON THIS OR ANY PROPERTY OWNED BY CHARLES J. SMITH AND TERRANCE L. PARKER, RESPONDENTS.**

**WHEREAS**, the City of Palatka desires to address and attempt to correct certain drainage issues which exist at a residential subdivision located within the City's boundaries, to-wit Tierra Woods Subdivision; and

**WHEREAS**, it appears that the removal of trees, brush, and other vegetation within one of two retention ponds located within the subdivision would significantly improve the ability of the drainage facilities at the subdivision to accept surface water run-off and avoid surface-water build-up on the residential lots within the subdivision; and

**WHEREAS**, because of uncertainty of the ownership of the retention pond at issue, it is not feasible for the City to attempt to require the apparent owner of the retention pond to remove trees, bushes, or vegetation from the pond or otherwise maintain it in a serviceable condition; and

**WHEREAS**, the apparent owner of the retention pond has agreed to convey their interest in the pond to the City with the understanding that the City could then use its resources in conjunction with other governmental entities to clear and maintain the pond for the benefit of the citizens who reside within the subdivision and are affected by the pond's condition; and

**WHEREAS**, the City's acceptance of an ownership interest in the pond and the City's cleaning and maintenance of the pond will serve the public's interest by improving the capacity of the property located within the subdivision at issue to process surface water without the attendant flooding which poses a risk to the health, safety, and welfare of residents of the subdivision.

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

1. The City Manager of the City of Palatka is authorized to accept a Quit-Claim Deed naming the City of Palatka as grantee as to property appraiser parcel number 09-10-26-9005-0770-0530.

2. The City Manager is further authorized to utilize the resources of the City of Palatka, as may be necessary and in conjunction with resources available through any other governmental agency, for the purpose of clearing the retention pond located upon the above-referenced parcel of accumulated trees, brush, vegetation, and debris to the extent necessary to improve the efficiency of said retention pond.
3. Any fines, costs, or other penalties stemming from Code Enforcement Case number 11-80 and which have attached to the property referenced above or to any other property located within Putnam County, Florida, owned by the respondents in said case, shall be deemed satisfied and the Mayor and City Clerk are hereby authorized to execute and attest documents necessary to evidence the satisfaction of same.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 23<sup>rd</sup> day of February, 2014.

**CITY OF PALATKA, FLORIDA**

By: \_\_\_\_\_

**Its Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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

This Instrument Prepared by:  
Holmes & Young, P.A.  
222 North Third Street  
Palatka, Florida 32177

## RELEASE OF LIEN

**KNOW ALL MEN BY THESE PRESENTS:** Whereas, The CITY OF PALATKA, a political subdivision of the State of Florida, hereby releases all property encumbered by the obligation imposed by the "Findings of Fact, Conclusions of Law and Order" Case 11-80, dated August 24th, 2011 and filed October 31, 2011 at 10:55 AM in Official Records Book 1302, Page 1882 as Instrument number 201154739311, including all property owned in the name of :

Charles J. Smith and Terrance L. Parker

In Witness Whereof, the undersigned has caused these presents to be executed in its name, and its official seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 23<sup>rd</sup> day of February, 2014.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Vernon Myers, Its MAYOR

**ATTEST:**

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

CODE ENFORCEMENT BOARD OF THE  
CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 11-80

VS

Charles J. Smith and Terrance L. Parker, Respondent(s)

Inet: 201154739311 Date: 10/31/2011 Time: 10:55 AM  
JPC, Tim Smith, Putnam County Page 1 of 1 B. 1302 P. 1882

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Board for public hearing on August 24, 2011, after due notice to the Respondent; and, the Board having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- a) The Respondent(s) is the owner of property described as Vacant Parcel in Tierra Woods with retention pond, Putnam County Tax parcel number 09-10-26-9005-0770-0531, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Section 70-24 Drainage Facilities, Section 30-32 Weeds, Debris, Prohibited Conditions and Section 30-33 Abatement Required, Duty of Abutting Property Owner, of the Palatka Municipal Code.
- c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

IT IS ACCORDINGLY ORDERED THAT:

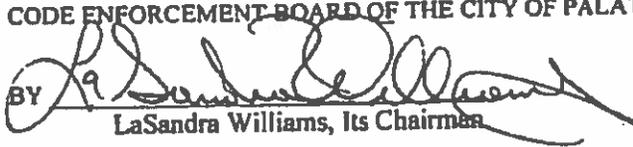
II. ORDER:

- a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 28<sup>th</sup> day of September, 2011, or if said conditions are not corrected, a fine in the amount of \$25.00 per day is hereby assessed and levied on the above-described property, effective on the 28<sup>th</sup> day of September, 2011, to continue until the conditions are corrected.
- b) Administrative costs will be assessed after the property is brought into compliance.
- c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

DONE AND ORDERED this 24<sup>TH</sup> day of August, 2011, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY

  
LaSandra Williams, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by  Certified mail,  Regular mail, to the Respondent and/or authorized representative at 511 Towels Road; Suite 1, Palatka, FL, 32177 this 31<sup>st</sup> day of October, 2011.

Prepared by:

Elizabeth A. Hearn, City of Palatka  
201 N 2<sup>nd</sup> Street, Palatka, FL 32177

  
Elizabeth A. Hearn, Code Enforcement Officer

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

By:  , City Clerk.  
Date: 10-31-11

# *Agenda Item*

7



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**RESOLUTION No. 2014-10-42** setting City of Palatka Goals/Priorities for 2014 and 2015 and Directing the City Manager to focus the City's resources to accomplish the stated goals - Adopt

**SUMMARY:**

An important responsibility of the Mayor and City Commissioners is to annually set goals and priorities to improve the quality of life in the community they serve. The City Commissioners, City Manager and Department Heads recently undertook this exercise and produced a series of goals/priorities for the community. The goals/priorities have been tabulated and ranked.

**RECOMMENDED ACTION:**

**Adopt the resolution setting City of Palatka Goals and Priorities for 2014-2015.**

**ATTACHMENTS:**

| Description                                                         | Type              |
|---------------------------------------------------------------------|-------------------|
| <input type="checkbox"/> <u>Resolution adopting 2014-2015 Goals</u> | Resolution Letter |

**RESOLUTION No. 2014 – 10 –**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, SETTING GOALS/PRIORITIES FOR 2014 AND 2015 AND DIRECTING THE CITY MANAGER TO FOCUS THE CITY'S RESOURCES TO ACCOMPLISH THE STATED GOALS/PRIORITIES**

**WHEREAS**, the Palatka City Commission understands the importance of annually reviewing the current challenges and opportunities impacting the community; and

**WHEREAS**, the City Commission, after analyzing and understanding those challenges and opportunities, asked the City Manager to present a list of potential goals/priorities to address these matters and improve quality of life for all citizens in the community; and

**WHEREAS**, the City Manager presented and discussed a list of fifteen goals/priorities which the Palatka City Commission reviewed and have individually ranked their top goals/priorities; and

**WHEREAS**, the City Manager has compiled and tabulated the results of the City Commissioner's rankings.

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

1. The City Commission accepts and adopts the 2014 and 2015 Goals/Priorities to be as follows:
  - a. Continue to Improve the City's Overall Financial Position
  - b. Address Water System Infrastructure Deficiencies
  - c. Complete Economic Revitalization/Redevelopment of the Riverfront
  - d. Develop and Implement Growth and Expansion Plan for the City
  - e. Explore Opportunities for Intergovernmental Cooperation between the City and County and other forms of Government to Enhance Service Delivery
  - f. Cultivate new Partnerships to Promote Economic Redevelopment of all areas of the City
  - g. Develop a Technology Master Plan to Provide Enhanced level of Service at a lower overall cost
  - h. Develop Public Safety Management Plan to deal with changing demands for service, economic redevelopment, and the changing and growing population of the City
2. The City Manager is directed to dedicate the necessary staff and resources to attempt to accomplish the stated and approved goals/priorities.
3. The City Manager will provide periodic progress reports, at his discretion, to the City Commission on the status of accomplishing the stated goals/priorities.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 23<sup>rd</sup> day of February, 2014.

**CITY OF PALATKA**

# *Agenda Item*

8




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**CITY COMMISSION AGENDA ITEM**


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**SUBJECT:**
**DISCUSSION/PRESENTATION - Palatka's Population Growth Trend**


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**SUMMARY:**

During the 2013 Florida League of Cities Annual Conference, the keynote speaker during the Opening Session was James H. Johnson, Jr. His presentation was entitled "Is Demographic Diversity the Key to Metropolitan and Micropolitan Competitiveness in Florida? In it he covered the following topics:

1. Demographic Trends
2. Opportunities for Economic Prosperity
3. Challenges to Economic Growth & Competitiveness

He began with six "disruptive" trends. The first was population growth and how it affects a community's ability to survive and compete for economic and demographic growth; specifically, demographic changes and growth trends amongst communities in Florida.

He described the balance of population change equation as  $\text{Population Change} = \text{In-flows} - \text{Out-flows}$ . In-flows are births + in-migrants (people moving in to the community). Out-flows are deaths + out-migrants (people leaving the community). The ideal community "typology" is balanced growth where births exceed deaths and in-migration exceeds out-migration. Other typologies are Natural Growth, Migration Magnets, Biologically Declining, Emptying Out, and finally, Dying, where deaths exceed births and out-migration exceeds in-migration, resulting in population loss due to both factors. Palatka was shown as the only "dying" community in Florida, according to 2010 Census figures.

Following this summary is the first section of his Power-Point presentation wherein the growth factors were discussed. In addition to these materials, Staff will show the video of his live presentation at the League of Cities Conference.

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**RECOMMENDED ACTION:**
**Discussion**
**ATTACHMENTS:**

|   | Description                              | Type            |
|---|------------------------------------------|-----------------|
| D | <a href="#">Power Point Presentation</a> | Backup Material |

# Is Demographic Diversity the Key to Metropolitan and Micropolitan Competitiveness in Florida?



James H. Johnson, Jr.  
Frank Hawkins Kenan Institute of Private Enterprise  
Kenan-Flagler Business School  
University of North Carolina at Chapel Hill

August 2013

# Diversity Imperatives

- Demographic
- Social
- Legal
- Profit

# OVERVIEW

- Demographic Trends
- Opportunities for Economic Prosperity
- Challenges to Economic Growth & Competitiveness
- Discussion

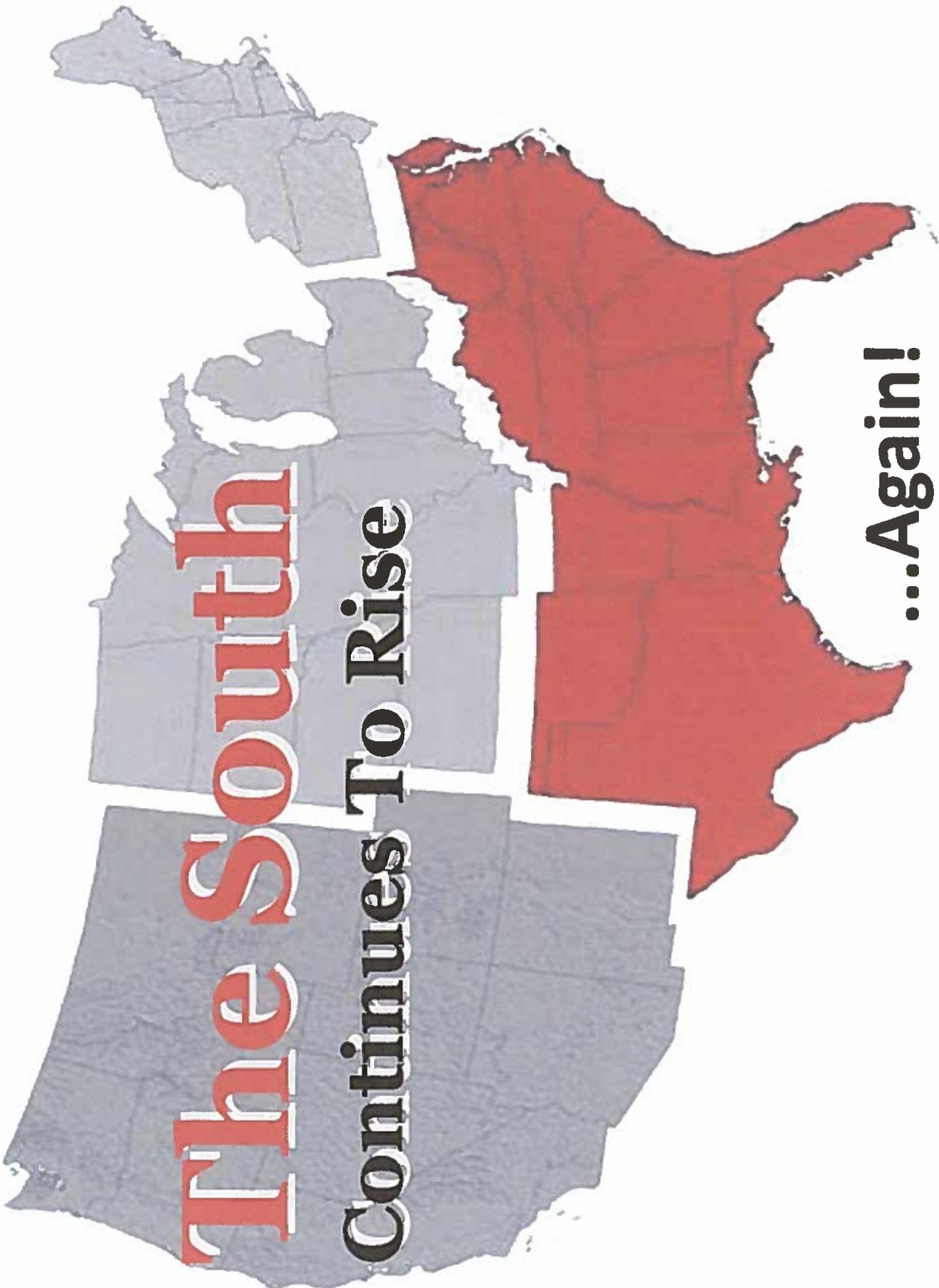
what  
**CENSUS 2010**  
will REVEAL



August 2013

## 6 DISRUPTIVE TRENDS

- The South Rises – Again
- The Browning of America
- Marrying Out is “In”
- The Silver Tsunami is About to Hit
- The End of Men?
- Cooling Water from Grandma’s Well...  
and Grandpa’s Too!

A map of the United States where the Southern states are highlighted in red, and the rest of the country is in grey. The red states include Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas, Oklahoma, Arkansas, Missouri, Kentucky, Tennessee, and West Virginia. The grey states include Washington, Oregon, California, Nevada, Idaho, Utah, Arizona, New Mexico, Colorado, Wyoming, Montana, North Dakota, South Dakota, Nebraska, Kansas, Iowa, Illinois, Indiana, Michigan, Ohio, Pennsylvania, New York, New Jersey, Delaware, Maryland, West Virginia, Kentucky, Tennessee, Mississippi, Alabama, Georgia, South Carolina, North Carolina, and Virginia.

**The South**

**Continues To Rise**

**...Again!**

# SOUTH'S SHARE OF U.S. NET POPULATION GROWTH, SELECTED YEARS, 1910-2010

| Years     | U.S. Absolute        |                        | South's              |                        | South's Share<br>of Change |
|-----------|----------------------|------------------------|----------------------|------------------------|----------------------------|
|           | Population<br>Change | Absolute<br>Population | Population<br>Change | Absolute<br>Population |                            |
| 1910-1930 | 30,974,129           | 8,468,303              | 8,468,303            | 27%                    |                            |
| 1930-1950 | 28,123,138           | 9,339,455              | 9,339,455            | 33%                    |                            |
| 1950-1970 | 51,886,128           | 15,598,279             | 15,598,279           | 30%                    |                            |
| 1970-1990 | 45,497,947           | 22,650,563             | 22,650,563           | 50%                    |                            |
| 1990-2010 | 60,035,665           | 29,104,814             | 29,104,814           | 49%                    |                            |

# U.S. POPULATION CHANGE BY REGION, 2000-2010

| Region    | 2010<br>Population | Absolute<br>Population<br>Change,<br>2000-2010 | Percent<br>Population<br>Change,<br>2000-2010 |
|-----------|--------------------|------------------------------------------------|-----------------------------------------------|
| U.S.      | 309,050,816        | 26,884,972                                     | 9.5%                                          |
| Northeast | 55,417,311         | 1,753,978                                      | 3.3%                                          |
| Midwest   | 66,972,887         | 2,480,998                                      | 3.0%                                          |
| South     | 114,555,744        | 14,318,924                                     | 14.3%                                         |
| West      | 72,256,183         | 8,774,852                                      | 13.8%                                         |
| Florida   | 18,801,310         | 2,818,932                                      | 17.6%                                         |

# SHARES OF NET POPULATION GROWTH BY REGION, 2000-2010

| Region        | Absolute Population<br>Change | Percent of Total |
|---------------|-------------------------------|------------------|
| UNITED STATES | 26,884,972                    | 100.0            |
| NORTHEAST     | 1,753,978                     | 6.0              |
| MIDWEST       | 2,480,998                     | 9.0              |
| <b>SOUTH</b>  | <b>14,318,924</b>             | <b>53.0</b>      |
| WEST          | 8,774,852                     | 32.0             |

# NET MIGRATION TRENDS, 2000-2008

|              | Northeast | Midwest | South  | West       |
|--------------|-----------|---------|--------|------------|
| Total        | -1,032    | -2,008  | +2,287 | +46        |
| Black        | -346      | -71     | +376   | <b>+41</b> |
| Hispanic     | -292      | -109    | +520   | -117       |
| Elderly      | -115      | +42     | +97    | -27        |
| Foreign born | -147      | -3      | +145   | +3         |

 = Net Import
  = Net Export

# STATE SHARE OF SOUTH'S NET GROWTH, 2000-2010

| Region/State          | Absolute Change | State's Share |
|-----------------------|-----------------|---------------|
| The South             | 14,318,924      | 100.0%        |
| Texas                 | 4,293,741       | 30.0%         |
| Florida               | 2,818,932       | 19.7%         |
| Georgia               | 1,501,200       | 10.5%         |
| North Carolina        | 1,486,170       | 10.4%         |
| Other Southern States | 4,218,881       | 29.4%         |

# GROSS AND NET MIGRATION FOR THE SOUTH, 2004-2010

## The Region

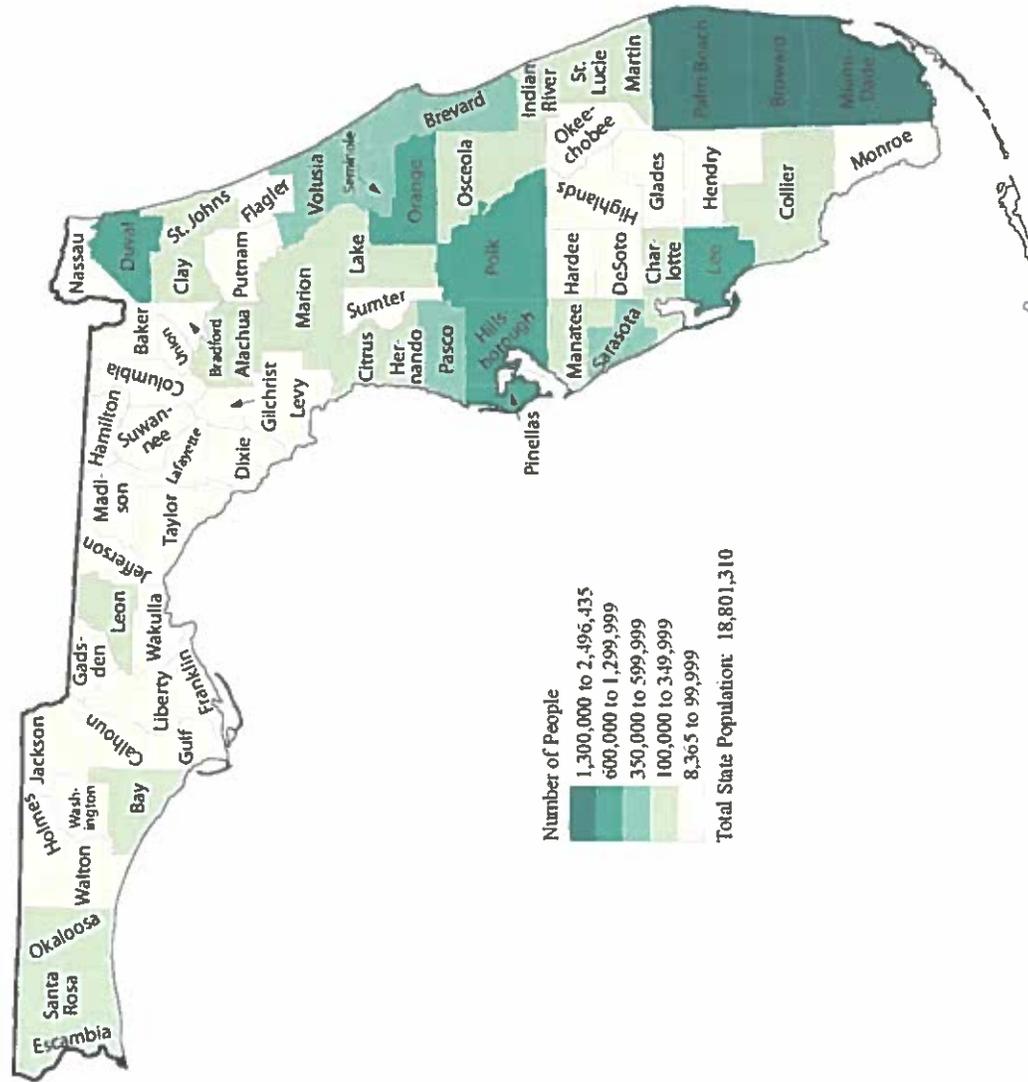
| Years     | Domestic  |           |         | Foreign |         |         |
|-----------|-----------|-----------|---------|---------|---------|---------|
|           | In        | Out       | Net     | In      | Out     | Net     |
| 2004-2007 | 4,125,096 | 3,470,431 | 654,665 | 268,619 | 132,382 | 136,237 |
| 2007-2010 | 3,874,414 | 3,477,899 | 396,525 | 232,501 | 132,201 | 100,300 |

## Florida

| Years     | Domestic |         |         | Foreign |        |        |
|-----------|----------|---------|---------|---------|--------|--------|
|           | In       | Out     | Net     | In      | Out    | Net    |
| 2004-2007 | 812,053  | 630,051 | 182,002 | 41,745  | 24,108 | 17,637 |
| 2007-2010 | 654,931  | 668,087 | -13,156 | 33,095  | 32,094 | 1,001  |

# FLORIDA - 2010 Census Results

## Total Population by County



Number of People

- 1,300,000 to 2,496,435
- 600,000 to 1,299,999
- 350,000 to 599,999
- 100,000 to 349,999
- 8,365 to 99,999

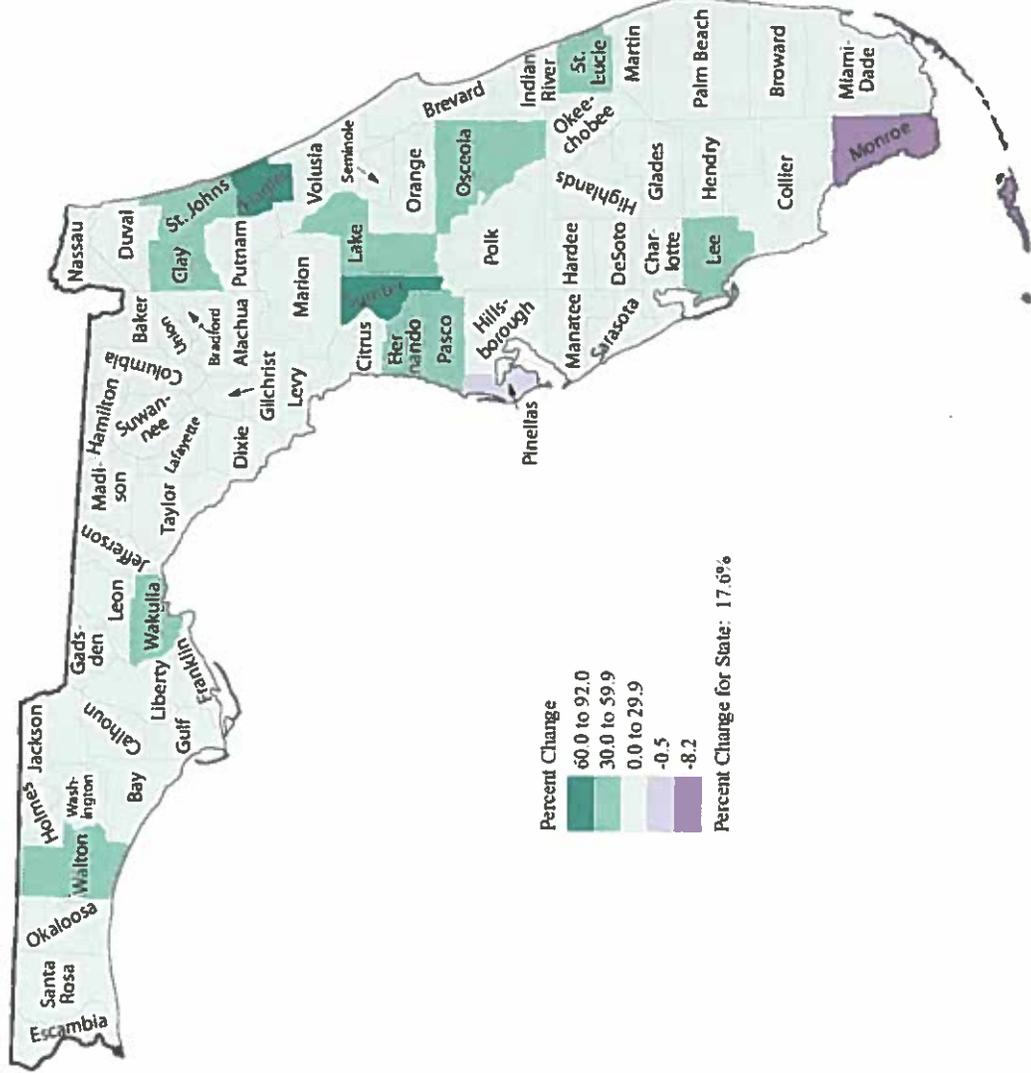
Total State Population: 18,801,310



Source: U.S. Census Bureau, 2010 Census Redistricting Data Summary File  
For more information visit [www.census.gov](http://www.census.gov)

# FLORIDA - 2010 Census Results

## Percent Change in Population by County: 2000 to 2010



Percent Change for State: 17.6%



Source: U.S. Census Bureau, Census 2000 and 2010 Census Redistricting Data Summary File. For more information visit [www.census.gov](http://www.census.gov)

# Balance of Population Change Equation

- **Population Change = In-Flows – Out-Flows**

where

**In-flows = [Births + In-Migrants]**

**&**

**Out-Flows = [Deaths + Out-Migrants]**

# Typology of Communities

| Demographic Experience | Drivers                                                                                                                      |
|------------------------|------------------------------------------------------------------------------------------------------------------------------|
| Balanced Growth        | Births exceed deaths and in-migration exceeds out-migration.                                                                 |
| Natural Growth         | Out-migration exceeds in-migration but this population loss is offset by an excess of births over deaths.                    |
| Migration Magnets      | Deaths exceed births but population loss is averted because in-migration exceeds out-migration.                              |
| Dying                  | Deaths exceed births and out-migration exceeds in-migration, resulting in population loss.                                   |
| Biologically Declining | In-migration exceeds out-migration but his net migration is not substantial enough to offset an excess of deaths over births |
| Emptying Out           | Births exceed deaths but out-migration exceeds in-migration, resulting in net population loss                                |

# Typology of Florida Metropolitan and Micropolitan Areas, 2012

| Type of Community      | Number |
|------------------------|--------|
| Balanced Growth        | 13     |
| Natural Growth         | 0      |
| Migration Magnet       | 8      |
| Emptying Out           | 4      |
| Dying                  | 1      |
| Biologically Declining | 1      |

# Balanced Growth Communities, 2010-2012

| Area                                  | Total Population Change | Natural Change | Net Migration |
|---------------------------------------|-------------------------|----------------|---------------|
| Miami-Fort Lauderdale-West Palm Beach | 198,868                 | 43,406         | 155,462       |
| Orlando-Kissimmee-Sanford             | 88,930                  | 25,366         | 63,564        |
| Tampa-St. Petersburg-Clearwater       | 60,313                  | 4,376          | 55,937        |
| Jacksonville                          | 32,281                  | 14,283         | 17,998        |
| Cape Coral-Fort Myers                 | 26,098                  | 394            | 25,704        |
| Lakeland-Winter Haven                 | 14,381                  | 3,303          | 11,078        |
| Crestview-Fort Walton Beach-Destin    | 11,708                  | 2,664          | 9,044         |
| Naples-Immokalee-Marco Island         | 10,689                  | 792            | 9,897         |
| Tallahassee                           | 6,552                   | 3,621          | 2,931         |
| Gainesville                           | 4,048                   | 2,592          | 1,456         |
| Panama City                           | 2,889                   | 1,148          | 1,741         |
| Key West                              | 1,756                   | 94             | 1,662         |
| Lake City                             | 453                     | 149            | 304           |

# Migration Magnets, 2010-2012

| Area                               | Total Population Change | Natural Change | Net Migration |
|------------------------------------|-------------------------|----------------|---------------|
| North Port-Sarasota-Bradenton      | 17,781                  | -4,916         | 22,697        |
| Port St. Lucie                     | 8,368                   | - 798          | 9,166         |
| The Villages                       | 7,362                   | -1,667         | 9,029         |
| Deltona-Daytona Beach-Ormond Beach | 5,275                   | -3,409         | 8,684         |
| Palm Bay-Melbourne-Titusville      | 4,091                   | -2,195         | 6,286         |
| Ocala                              | 3,943                   | -1,932         | 5,875         |
| Punta Gorda                        | 2,642                   | -2,929         | 5,571         |
| Sebastian-Vero Beach               | 2,476                   | -1,102         | 3,578         |

# Declining Areas 2010-2012

| Area       | Total Population Change | Natural Change | Net Migration |
|------------|-------------------------|----------------|---------------|
| Clewiston  | -1,790                  | 709            | -2,499        |
| Wauchula   | - 256                   | 541            | - 797         |
| Okeechobee | - 714                   | 322            | -1,036        |
| Arcadia    | - 183                   | 290            | - 473         |
| Palatka    | -1,066                  | - 72           | - 994         |
| Sebring    | - 573                   | -1088          | 515           |