KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

[illegible]GRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

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

BETSY JORDAN DRIGGERS
CITY CLERK

RUBY M. WILLIAMS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

AGENDA
CITY OF PALATKA
May 14, 2009

CALL TO ORDER:
a. Invocation –
b. Pledge of Allegiance
c. Roll Call

APPROVAL OF MINUTES – 4/23/09

1. **PUBLIC RECOGNITION**
   a. **PUBLIC SERVICE AWARD** – Linda and Larry Starling, Wolfson's Children's Hospital Tournament
   b. **RECOGNITION - PAL 14 & UNDER GIRL'S BASKETBALL TEAM** – 2009 State PAL Champions

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

3. **CONSENT AGENDA:**
   *a. **Authorize the renewal of FDOT Maintenance Work Order/Contract #AN582** for State Highway System Lighting, Maintenance and Compensation Agreement for July 2009 through June 2010
   *b. **Authorize execution and acceptance of DCA CDBG Agreement #09DB-4N-04-64-02-N14** in the amount of $750,000 to construct Dunham Street Water Main, per grant application
   *c. **Authorize execution of Facility Encroachment Agreement with CSX Transportation, Inc.** for Dunham Street Water Main Project per City Manager's Recommendation
   *d. **Authorize execution of Change Order #6 to Commercial Industrial Corporation** Contract in the amount of $3,900.00, for a total contract amount of $1,930,344.48, for the Reuse Extension System Project, Phase II, per project engineer's recommendation.
   *e. **Authorize execution of Passero & Associates Supplemental Agreement 09-21 in the amount of $145,000.00,** including bidding, for engineering design, topographic surveying, geotechnical investigation and bidding of Taxiway B Drainage Rehabilitation & Transient Aircraft Parking Apron Pavement Rehabilitation Project, contingent upon FAA/FDOT Grant Approval for 95% project funding
   *f. **Authorize execution of Dept. of Corrections Work Squad Contract #WS526** for Inmate Work Squad eff. August 24, 2009 through August 23, 2010 - $56,467.00/yr (Streets – 1st paid squad)
   *g. **Adopt 2009 Palatka City Commission Calendar** as revised
   *h. **Issue June 25, 2009 Workshop Call** for joint City Commission/Code Enforcement Board Workshop

* 4. **CODE ENFORCEMENT BOARD RECOMMENDATIONS:**
   a. **CE Case No. 06-36 - 501 Kirby Street – Recommendation to reduce daily fine/lien from $10,025 to $2,506.25,** plus cost of prosecution of $349.32 if paid within 30 days ($399.96 if not paid within 30 days of action) – McEwen/Gonzales, owners/petitioners
   b. **CE Case No. 8-83 – 2016 Twigg Street – Recommendation to reduce daily fine/lien from $6,125.00 to $1,531.25**, plus cost of prosecution of $300.32 if paid within 30 days ($350.96 if not paid within 30 days of action) - M. Oliver, owner

* 5. **ORDINANCE** amending the Historic Preservation Board membership provision to remove restrictions on the alternate member appointment – 1st reading

* 6. **PUBLIC HEARING – 2104 Husson Avenue** – Planning Board recommendation to Annex, Amend the Future Land Use Designation from County Urban Service to City Low Density Residential, and Rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district) – Yvonne Van Der Lee, Applicant
   a. **ANNEXATION ORDINANCE #09-12** – Adopt
   b. **LAND USE AMENDMENT ORDINANCE #09-13** – Adopt
   c. **REZONING ORDINANCE** – 1st Reading

* 7. **PUBLIC HEARING – 105 Williams Street** – Planning Board recommendation to Annex, Amend the Future Land Use Designation from County Urban Service to City Low Density Residential and Rezone from County R 1-A (single family residential) to City R 1-A (single family residential) – Robert and Janet Walker, Applicant
   a. **ANNEXATION ORDINANCE #09-14** – Adopt
   b. **LAND USE AMENDMENT ORDINANCE #09-15** – Adopt
   c. **REZONING ORDINANCE** – 1ST Reading

* 8. **PUBLIC HEARING – 114 Tanner Terrace** – Planning Board recommendation to Annex, Amend the Future Land Use Designation from County Urban Service to City Low Density Residential and Rezone from County R-1A to City R-1 – Lois Darlene Laibl Crowe, Applicant
   a. **ANNEXATION ORDINANCE #09-16** – Adopt
   b. **LAND USE AMENDMENT ORDINANCE #09-17** – Adopt
   c. **REZONING ORDINANCE** – 1st Reading

* 9. **PUBLIC HEARING – 909 N. State Rd. 19** – Planning Board recommendation to Annex, Amend the Future Land Use Map (Small Scale) from County Commercial to City Commercial and Rezone from County C-2 (Commercial II) to City C-2 (Intensive Commercial for approximately .75 of an acre – Lawrence J. and Susan A. Masters, Applicant
   a. **ANNEXATION ORDINANCE #09-18** – Adopt
   b. **LAND USE AMENDMENT ORDINANCE #09-19** – Adopt
   c. **REZONING ORDINANCE** – 1st Reading

* 10. **PUBLIC HEARING – ORDINANCE #09-20 - 3875 Reid Street** – rezone from Industrial (M-1) to Recreation/Open Space (ROS) – Palatka Moose Lodge, applicant - 2nd Reading, Adopt

11. **ADMINISTRATIVE REPORTS**
   a. **Police Chief Getchell** — Hurricane Table-Top Exercise
   b. **City Manager Boynton** — Main Street Manager Update
      Airport Ribbon Cutting
      TRIM Calendar/2009/10 Budget Timeline
      NIMS Training/ISO300/ISO400
      FPL "Energy Secure Line"
      Water Treatment Plant Update
      Reuse System Update

12. COMMISSIONER COMMENTS

13. ADJOURN

*Attachment
**Separate Cover

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

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

Upcoming Events:

May 15, 2009 Economic Stimulus Summit, Orlando World Center Marriott, Orlando, FL
May 22 – 25, 2009 – Blue Crab Festival
May 25, 2009 – City Offices closed in observance of Memorial Day
July 3, 2009 – City Offices closed in observance of Independence Day
August 13 – 15, 2009 – FLC Annual Conference, Orlando, FL
November 19 – 20, 2009 – FLC Annual Legislative Conference, Orlando, FL

KeOndra Wright

From: Linda W. Starling [lar.lin.starling@juno.com]
Sent: Wednesday, May 06, 2009 11:14 AM
To: KeOndra Wright
Subject: Wolfson Children's Hospital Bass Tournament

Good Morning:
Thanks so much for your call this morning. Hopefully, I have included all the info you need, but if not, please let me know and I will help however I can.

This is The Twentieth Annual Wolfson Children's Hospital Bass Tournament, scheduled for Saturday,
May 16, 2009, in Palatka, Florida.

Larry Starling, Chairman/Tournament Director, is the only original Committee Member of the Tournament since it began in 1989. He and a few other contractors who worked with Baptist Medical Center in Jacksonville wanted to start a fund raiser to benefit Wolfson Children's Hospital. The first tournament (held in May 1990) had 265 boats, and was held out of Crystal Cove Marina.

Linda Starling, Secretary/Treasurer/Sponsorship Director, joined Larry in 1995 and has worked with the tournament since then.

The tournament to date has raised over 1.6 Million Dollars for Wolfson Children's Hospital. An exact total is not available. Last year we raised a record $130,000.00.

Thanks, Linda Starling
(904) 291-0833

Palatka Police Department
110 North 11th Street

Memorandum

Date: May 6, 2009

To: City Commission

From: Gary S. Getchell, Chief of Police

Subject: Recognition of PAL Girls Basketball Team

I would like for the City Commission to recognize the Palatka PAL girls 14 and under basketball team for winning the state PAL Championship in April. I have attached a press release and photo of the team.

Cc;

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 5:00 p.m. on the Wednesday, a week prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

Name of Individual, Organization or Group making presentation or request:

Chief Gary Getchell / Palatka Police Department

Name of Individual making presentation or request, if different:

Chief Gary Getchell

Address: Palatka Police Department

Daytime Phone 329-0115 Home ph._____ Fax_____

Requested meeting date for Agenda Item: May 14, 2009

X Request for Commission Action or ___ Presentation Only; no action required Subject Matter you wish to address:

Recognition of PAL Girls 14 & Under Basketball Team and Coaches

Recognize their winning the State of Florida Police Athletic League Championship in April.

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.

Press Release 04-07-09

From Palatka Police Department

Contact: Jason Shaw (937-1469)

"Palatka Police Athletic League's 14 & Under Girls Basketball Team Wins the 2009 State PAL Title"

Lady PAL participated in the State of Florida Police Athletic League (SFAPAL) Basketball Championship tournament at Disney's Wide World of Sports Complex on April 3-5, 2009. The SFAPAL Basketball Championship is a double elimination tournament held each spring featuring the best PAL Boys and Girls basketball teams in the State of Florida.

Lady PAL qualified for the state tournament by finishing first place in the regional basketball tournament in February held in Jacksonville. The other five winning Regional Tournament teams went on to compete in the State PAL Tournament. 14 Under girls teams participating in this year's PAL State tournament were: Fort Myers, Lake Worth, North Miami, Melbourne, Palatka, and New Smyrna Beach. A Special thanks goes out to all the coaches, volunteer staff, and parents who assisted in making this dream come true for the girls this year.

Individuals names for the photo; 1st row Shalisa Oliver, Brianna Caruthers,
2nd row is Samantha Story, Nyia Johnson, Desa'Rai Shaw, Jonell Williams, Tionna Taylor, Mikaila Jones
3rd Row is Asst. Coach Tobby Williams, Asst. Coach Dale Whitfield, Head Coach Jason Shaw Also featured is Leslee Brimer (Vice President of the State of Florida Police Athletic/Activities League)

SPORTS
body & milk
body & milk
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Agenda Item

3a

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874
vince.camp@dot.state.fl.us

STEPHANIE C. KOPELOUSOS
SECRETARY

April 20, 2009

City of Palatka
Mr. Allen R. Bush, City Manager
201 N 2nd Street
Palatka, FL 32177-0000

Subject: **Maintenance Work Order**
State Highway System Lighting, Maintenance and Compensation Agreement
Contract No.: AN582
FEID/Vendor ID No.: F596000401002

Dear Mr. Bush:

The Department of Transportation is beginning its review of the proposed budget for the upcoming fiscal year July 2009 through June 2010 for the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION program. The lump sum dollar amount that the Department has determined that you are currently eligible for under this program for the next fiscal year is **$19,735.02 which includes a 3% increase for maintenance and operational costs.**

Please sign and date Exhibit "A" and return to:

Mr. H. Vince Camp
FDOT District 2 Utilities Office
1109 South Marion Avenue, MS 2024
Lake City, Florida 32024

In order for timely processing we ask that you return Exhibit "A" on or before **May 19, 2009**. If the Department does not receive a signed work order then you will not be eligible for reimbursement of your cost for the period from July 1, 2009 to June 30, 2010.

If you should have any questions, please feel free to contact me at 1-800-749-2967 ext. 3732.

Sincerely,

H. Vince Camp

H. Vince Camp
District 2 Utility Administrator

Ms. Lizbeth A. Yates, District Maintenance
File

Exhibit "A"

Name of Maintaining Agency: City of Palatka

Contact person: _____

Contact phone number: _____

Current Approved Amount for 2008/2009:	$	19,160.21
Additional Maintenance/Energy- (3%) increase:	$	574.81
Total Amount for 2009/2010:	$	19,735.02

Maintaining Agency Signature — Date: 3/28/09

ELWIN C. BOYNTON JR — CITY MANAGER

Typed Name — Typed Title

District Utilities/Construction Estimates Administrator — Date

Director of Transportation Operations — Date

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874
vince.camp@dot.state.fl.us

STEPHANIE C. KOPELOUSOS
SECRETARY

April 21, 2009

Subject: Maintenance Work Order
State Highway System Lighting, Maintenance and Compensation Agreement

Dear Maintaining Agency:

The Department of Transportation is finalizing its review of the proposed budget for the upcoming fiscal year (July 2009/June 2010) under the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION program. The lump sum dollar amount that the Department has determined that you are currently eligible for under this program for the next fiscal year is reflected on the previously sent work order which **includes a 3% increase for maintenance and operational costs.**

You are responsible for reviewing and understanding the terms of your previously executed agreement with the Department. This program has been underway for almost six years. I would like to highlight and remind you of two very important aspects of this program. The first is section one of your agreement with the FDOT as stated below:

Maintenance of Facilities:

In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.

The second area of responsibility is as stated below:

Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

The compensation program is intended to compensate you for the cost associated with maintaining the roadway light only, not traffic signals, which are handled on a separate agreement with our Traffic Operations sections.

In addition, it is your responsibility that the street lights are maintained, operated and the energy bill is paid under the terms of your agreement with the above specific paragraphs in mind. You should not expect to be over compensated under this program. It is imperative that you continue to review last years cost and next years projected cost and agree that payment for last years work order and next years work order is fair and reasonable to both parties.

Finally, once again I am requesting that this year you spend the time to field review each lighting system and report outages and damages to your system to your maintenance department using the attached form. In the case that your local power company is the maintenance provider, you should provide written notice to them and provide a copy of the form to my attention. This needs to be complete by **May 19, 2009**.

If you should have any questions, please feel free to contact me at 1-800-749-2967 ext. 3732.

Sincerely,

H. Vince Camp

H. Vince Camp
District 2 Utility Administrator

Ms. Liz Yates, District Maintenance
File

Damage and Outage Report

STATE HIGHWAYSYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION PROGRAM

Name of Maintaining Agency: _____

Maintaining Agency Contact person: _____

Contact phone number: _____

State Road	From	To	Date reported	To Whom

Agenda Item

3b

FRED FOX ENTERPRISES, INC

Providing Grant Writing and Administration Services

April 30, 2009

Mr. Woody Boynton, City Manager
City of Palatka
201 North Second Street
Palatka, Florida 32177

RE: Grant Award Agreement Contract
CDBG #09DB-4N-04-64-02-N14

Dear Mr. Boynton:

Enclosed, please find a sample letter to the Department of Community Affairs to send with the three (3) sets of the FY 2008 CDBG Neighborhood Revitalization Grant Award Agreement. Please note that all three (3) copies of the contract must contain original signatures. In addition to the Award Agreement, the State also requires the following which we have enclosed:

1. Completed Attachment B – Activity Work Plan Form (3 Copies – One for each original contract)
2. Grant Program Information Form (1 copy)
3. Civil Rights Profile Form (1 copy)
4. Initial Form HUD 2880 (1 copy)
5. Completed Attachment I – Signature Authority Form (3 Copies – One for each original contract).

Additionally, a non-interest bearing checking account for the project should be established. Please note, all of the individuals who are authorized to sign on the CDBG operating account must be bonded thru the City.

Before mailing, make two (2) copies of the entire package; keep one (1) for the City's files and mail one (1) to our office for our files.

The Department of Community Affairs will review these items and return a fully executed copy of the Agreement to you. As always, please feel free to contact me at (904) 810-5183 if you have any questions regarding this package.

Sincerely,

Fred D. Fox

Fred D. Fox
Administrator

FDF/mnf

26 Spanish Street, P.O. Box 1047 • St. Augustine, FL 32085-1047 • Phone: (904) 810-5183 • Fax: (904) 810-5302

May 1, 2009

Ms. Jacquelyn Dupree, Administrator
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

RE: City of Palatka #09DB-4N-04-64-02-N14
CDBG Neighborhood Revitalization Award Agreement

Dear Ms. Dupree:

Please consider this a response to the Department's letter dated April 27, 2009 relating to the above referenced Community Development Block Grant Award Agreement. In response to the request for documentation we have included the following:

1. Three (3) executed original DCA Subgrant Agreements;
2. Three (3) sets of the Activity Work Plan;
3. One (1) copy of the Small Cities CDBG Information Form;
4. One (1) copy of the Civil Rights Profile Form;
5. Three (3) sets of the form Signatures of Individuals Authorized to Submit Payment Request are enclosed. All individuals who are authorized signers on the CDBG Operating Account are bonded.
6. An initial form HUD 2880 has been enclosed.

As part of this agreement the following program conditions will be met:

1. The City will maintain records of City funds expended from all sources to allow accurate and ready comparisons between Attachment A & B of the DCA Award Agreement.
2. No pre-agreement costs were incurred for this project.
3. Procurement documentation for <u>any</u> professional services contracts for which CDBG funding is to be requested, will be provided to the Department as required when the procurement process is complete.
4. Prior to the disbursement of any funds above the five thousand dollars ($5,000.00) allowed for administration, the City will complete the following:

    a) Procurement documentation as described above.
    b) Complete the Environmental Review process and receive the Notice of Removal of Environmental Conditions.

5. The City will obtain approval from the Department for any costs that are considered additional engineering costs for the project.
6. N/A – The City does not anticipate any acquisition with the project.
7. The City provided a copy of the engineering specifications and plans for approval to Mr. Tony Morgan, Department of Community Affairs' representative, at the November 20, 2008 Site Visit. Additionally, the City understands that the bid documents must be approved by the Department prior to the City bidding out the project.
8. The City shall undertake annually an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4).
9. Leveraged funds will be expended concurrently and proportionately with the expenditure of CDBG funds for this project. All funds will be expended prior to the submission of the administrative closeout in accordance with the Department's requirements.
10. The City understands that the resulting product under this Agreement as amended will be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
11. A deed restriction will be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the City.
12. N/A – No rehabilitation of property, in whole or in part, is anticipated with this project.
13. N/A – No historic buildings are included as part of this project.
14. The City will submit updates to the HUD 2880 form as circumstances arise which would require the form be updated.
15. A final Form HUD 2880 will be submitted with the close out documents.
16. Potential conflicts of interest relating to procurement will be addressed pursuant to 24 C.F.R. Section 570.489(g).
17. Any payment by the City using CDBG funds for acquisition of any property, right of way or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to the distribution of the funds.
18. Photographs will be taken of the project, before, during and at the completion of the project. This documentation will be provided to the Department with the close out documents.
19. A professional licensed engineer will certify upon completion of the project as meeting the specifications of the design. A copy of the certification will be included in the grant close out documents.
20. N/A – The project does not include the installation of sewage collection lines or sewage collection hookups.
21. N/A – The project does not include the installation of water lines or water hookups.
22. N/A – The project does not include any direct benefit activities.
23. N/A – The project does not include any direct benefit activities.

The City of Palatka is delighted to receive this Agreement and looks forward to the execution of the activities identified and funded. Should there be any questions, please do not hesitate to contact me.

Sincerely,

Karl N. Flagg
Mayor

Enclosures

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G PELHAM
Secretary

APR 27 2009

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

The Honorable Karl N. Flagg
Mayor, City of Palatka
201 North Second Street
Palatka, Florida 32177

RE: Small Cities Community Development Block Grant Program Award

Dear Mayor Flagg:

The Department of Community Affairs (DCA) is pleased to inform you that your FFY 2008 Florida Small Cities Community Development Block Grant (CDBG) application has been scored in the fundable range and is eligible for federal funds in the amount of $ 750,000, pending completion of the appeals process.

To place your project under contract, I need your help in ensuring that the enclosed Agreement and required forms are executed and returned to DCA within 30 days of the local government's receipt of the Agreement. Special instructions for completion of these documents are enclosed.

Should appeals be filed, applications scored just above the cut-off line and in amounts equivalent to those applications under appeal will not be placed under contract until the appeals process is completed. If your contract falls into this category, staff will keep you informed regarding the status of pending appeals that may affect the signing of the Agreement.

Please return **three** (3) executed copies of the Agreement, signature authorization form and work plans and one copy of the information sheet and documentation required in Item Number 6 of the enclosed instructions. If you have questions, please contact Mr. Tony Morgan, Financial Specialist, at (850) 922-1882.

We look forward to working with you in the administration of your Florida Small Cities CDBG project.

Sincerely yours,

Jacquelyn Dupree, Administrator
Florida Small Cities CDBG and
Disaster Recovery Programs

JD/tm

Enclosures

cc: Mr. Woody Boynton, City Manager, City of Palatka
Fred Fox Enterprises, Inc.

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
♦ HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) ♦

NOTICE OF ADMINISTRATIVE RIGHTS

You have the opportunity for an administrative proceeding pursuant to Section 120.569, Florida Statutes, regarding the agency's action. Depending upon whether you allege any disputed issue of material fact in your petition requesting an administrative proceeding, you are entitled to either an informal proceeding or a formal hearing.

If your petition for hearing does not allege any disputed issue of material fact concerning the Department's action, then the administrative proceeding will be an informal one, conducted pursuant to Sections 120.569 and 120.57(2) Florida Statutes, and Chapter 28-106, Parts I and III, Florida Administrative Code. In an informal administrative proceeding, you may be represented by counsel or by a qualified representative, and you may present written or oral evidence in opposition to the Department's action or refusal to act; or you may exercise the option to present a written statement challenging the grounds upon which the Department has chosen to justify its action or inaction.

If you dispute any issue of material fact stated in the agency action, then you may file a petition requesting a formal administrative hearing before an administrative law judge of the Division of Administrative Hearings, pursuant to Sections 120.569 and 120.57(1), Florida Statutes, and Chapter 28-106, Parts I and II, Florida Administrative Code. At a formal administrative hearing, you may be represented by counsel or other qualified representative, and you will have the opportunity to present evidence and argument on all the issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of fact and orders, and to file exceptions to any recommended order.

Mediation is not available with respect to this action.

If you desire either an informal proceeding or a formal hearing, you must file with the Agency Clerk of the Department of Community Affairs a written pleading entitled, "Petition for Administrative Proceedings" within 21 calendar days of receipt of this notice. A petition is filed when it is received by the Agency Clerk, in the Department's Office of General Counsel, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. You may also file the Petition by facsimile transmission to (850) 487-6769. If you choose to file by facsimile transmission, you are responsible for verifying that the complete document was received by the Office of the Agency Clerk prior to the deadline.

The petition must meet the filing requirements in Rule 28-106.104(2), Florida Administrative Code. If an informal proceeding is requested, then the petition shall be submitted in accordance with Rule 28-106.301, Florida Administrative Code. If a formal hearing is requested, then the petition shall be submitted in accordance with Rule 28-106.201(2), Florida Administrative Code.

The petition must include the signature of someone authorized to act on your behalf. A petition must specifically request an administrative proceeding, it must admit or deny each material fact contained in the notice of agency action, and it must state any defenses upon which you rely.

You waive the right to an administrative proceeding if you do not file a petition with the Agency Clerk within 21 days of receipt of this notice. In that case, you will be sent a final order by the Department stating that you have waived your right to an administrative proceeding, and explaining that you still have the right to file an additional appeal with the District Court of Appeal for a period of thirty (30) days from the date the final order is issued by the Department.

In addition to the above rights, you have the right under §120.542 Fla. Stat. to file a petition requesting a variance or waiver from the applicable rules of the Department. Such petition must comply with the statutory and regulatory requirements and be filed within the same 21 day period as that provided for the filing of an administrative proceeding under § 120.569 Fla. Stat. and § 120.57 Fla. Stat., or such rights as exist under § 120.542 Fla. Stat. are waived. Any proceeding held with respect to § 120.542 Fla. Stat. must be a separate proceeding from the administrative proceeding under § 120.569 and § 120.57 Fla..Stat. The granting of a waiver or variance must be based on a demonstration that the purpose of the underlying statute will be or has been achieved by other means, and that the application of the rule would create substantial hardship or would violate principles of fairness. The Department is not authorized to grant variances or waivers to statutes.

I:\SEC\OGC\BJF\adminrig.wpd

SPECIAL INSTRUCTIONS FOR COMPLETION OF ENCLOSURES

1. CDBG Award Agreement

The Award Agreement (the Agreement) binds your local government to the proposed CDBG project and ensures compliance with all applicable CDBG laws, rules, and regulations. On Page 8 insert the name and address of the Representative of the Recipient responsible for the administration of the Agreement. Original signatures are required on page 14 of all three copies of the Agreement, and all three copies of the Agreement must be returned to the Department within 30 days of the local government's receipt of the Agreement. **The three copies of the Agreement must be accompanied by the documents required in numbers two, three, four, five and six below.** Following final signature by the Department, a fully executed copy of the Agreement will be returned to your local government.

Attachment D contains State and Federal Statutes, Regulations and Program Conditions. Grant specific requirements, if applicable, are contained in the Special Conditions, Attachment H of the Agreement.

2. Signature Authorization Form

A Signature Authorization Form (attached) must be completed. Once completed, the Signature Authorization Form will be identified as Attachment I of the Agreement. The purpose of this form is to identify individuals in your local government who are authorized to sign Request for Funds, to electronically submit each Request for Funds to the Department and designate the bank account of record and financial institution where funds are to be deposited. A separate non-interest bearing bank account must be maintained for each CDBG project due to the original funding source. Each of the individuals authorized to sign checks for the distribution of CDBG funds pursuant to the Agreement must be bonded.

Please type in the non-interest bearing bank account number, bank name, and address, as well as the names and titles of the persons authorized to request funds. If funds are to be remitted to an address other then the financial institution reflected, please indicate. If the recipient currently receives Electronic Fund Transfers (EFT) from the Comptroller's Office, an address should be provided where remittance and backup documentation may be sent. Three copies of the form with original signatures of the chief elected official and those authorized to request funds and submit same to the Department electronically must be returned to the Department with the signed Agreements.

3. **If anyone other than the Chief Elected Official will be authorized to execute the Agreement or to sign amendment requests, reports, or other contractually required documents, please provide a copy of the resolution authorizing said delegation.**

4. Activity Work Plan Form

An Activity Work Plan Form (attached) must be completed which reflects activity line items included in the Program Budget (Attachment A of the Agreement), including administration. The Activity Work Plan, when completed, will be identified as Attachment B of the Agreement. Please identify the activities that will take place and the dollar amounts, which will be requested, from the Department on a periodic basis (use additional forms as needed to reflect all proposed activities). **Three copies of the Work Plan must be returned with your executed Agreement to the Department.**

Please develop your work plans carefully to ensure that all planned activities will be completed in a timely manner. The Department reserves the right to reject any proposed work plans that fail to demonstrate an orderly progression of activities over the term of the Agreement.

5. Grant Program Information Form

The two page Grant Program Information Form (attached) must be completed which provides names and addresses for local contacts and paid consultant (if applicable), administrative data and a brief project description. This information will be used to load data into the CDBG Grants Record Information Tracking System (GRITS). **One copy of the form must be returned with your executed Agreement to the Department.**

6. Special Requirements

The Department must satisfy the following provisions prior to execution of the Agreement:

A. Submit to the Department **one copy** of the completed Civil Rights Profile Form (attached) to facilitate the Department's civil rights review; and

B. Submit to the Department **one copy** of an executed initial Form HUD 2880 (attached), pursuant to 24 C.F.R. Part 12.

Contract Number: 09DB-4N-04-64-02-N14
CFDA #: 14.228
Rule: Regular Rule Chapter 9B-43 F.A.C. (2/26/07)

FFY 2008 FEDERALLY-FUNDED SUBGRANT AGREEMENT
NEIGHBORHOOD REVITALIZATION

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the City of Palatka, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the Project Activity Work Plan, Attachment B of this Agreement and the CDBG Application submitted by the Recipient on September 29, 2009, including future amendments to this sub-grant Agreement that are agreed upon by both parties.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last date signed, unless terminated earlier in accordance with the provisions of Paragraph (10) of this Agreement. **CONTRACT EXTENSIONS WILL NOT BE GRANTED UNLESS RECIPIENT IS ABLE TO PROVIDE SUBSTANTIAL JUSTIFICATION AND THE DIVISION DIRECTOR APPROVES SUCH EXTENSION.**

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Florida Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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

And to any other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Florida Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are April 15, July 15. October 15 and January 15.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment E.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty calendar days prior written notice of such termination. The notice shall be effective when placed in the United

States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Tony Morgan, Financial Specialist
Department of Community Affairs
Division of Housing & Community Development
Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1882
Fax: 850-922-5609
Email:

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Woody Boynton, City Manager
201 North Second Street
Palatka, FL 32177
Telephone: 386-329-0100
Fax: 386-329-0106
Email: wboynton@palatka-fl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITION

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B -- Activity Work Plans

Attachment C - Program Conditions

Attachment D – Program Statutes and Regulations

Attachment E – Reports

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H - Special Conditions

Attachment I – Signature Authorization Page

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $ 750,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment J. Attachment J will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars ($15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private

entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-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 or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment I.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF PALATKA

By: _____

Name and title: Karl N. Flagg, Mayor

Date: _____

FEID# 59-6000401 DUNS #: _____

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Name and Title: Janice Browning, Director
Division of Housing and Community Development

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program: Florida Small Cities Community Development Block Grant Program

Federal agency: U.S. Department of Housing and Urban Development

Catalog of Federal Domestic Assistance title and number: 14.228

Award amount: $ 750,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., eligible activities, services or commodities):* The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R, Subpart I, Sections 570.480 – 570.497.

2. *Second applicable compliance requirement (e.g., eligible recipients of the federal resources: The Recipient shall be governed by 290.401-409, F.S., Rule 9 B-43, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachment D.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

{tc "NOTE\: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient. "}

Attachment A

Budget and Scope of Work

RECIPIENT: City of Palatka

CONTRACT NUMBER: 09DB-4N-04-64-02-N14

ATTACHMENT A
PROGRAM BUDGET AND SCOPE OF WORK

1	2	3	4	5	6	7	8	9	10	11
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
ACTIVITY NUMBER	DESCRIPTION	UNIT(S)	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	PROGRAM INCOME
21A	Administration						$60,000.00			
21B	Engineering						$0.00	$30,000	1	
03J	Water Line Replacement	LF	10,340	288	190	311	$690,000.00	$129,219.64	1	$ 90,780.36
	TOTALS						$750,000	$159,219.64		$90,780.36

*** SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMN 9 & 10 ABOVE)**

1. Local Match — $159,219.64
2. Program Income — $ 90,780.36
3.
4.
5. — $
6. — $
7. — $
8. — $

ATTACHMENT B
ACTIVITY WORK PLANS

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM
PROJECT WORK PLAN

RECIPIENT City of Palatka
CONTRACT NO. 09DB-4N-04-64-02-N14

DATE PREPARED
PROJECT BUDGET $ 750,000.00

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"

Note: More than one activity may be included per form.

(Rev. Aug 2004)

Attachment C
Program Conditions

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget) and Attachment B (Work Plans).

2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Sub-grant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.

3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:

   a. Public notice of the terms of the request for proposals in a newspaper of regional circulation, including an affidavit of publication;

   b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);

   c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

   d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);

   e. Completed and signed final evaluation/ranking forms;

   f. Commission minutes approving contract award;

   g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);

   h. Contract (signed or proposed);

   i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;

   j. If a protest was filed, a copy of the protest and documentation of resolution;

   k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds $25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.

   l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and

m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed five thousand dollars ($5,000), for Economic Development Grants, not to exceed eight thousand dollars($8,000) but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall undertake the following:

a. The documentation required in paragraph 3 above for any professional services contract.

b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.

5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 9B-430031(1), Florida Administrative Code.

6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.

7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding $15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed $25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

8. The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as an activity for each year or one-third thereof from the effective date of the Agreement to the date of submission of the administrative closeout.

9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.

10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.

11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).

12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:

    a. The property may contain lead-based paint;

    b. The hazards of lead-based paint;

    c. The symptoms and treatment of lead poisoning;

    d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);

    e. The need for and availability of blood lead-level screening for children under seven years of age; and

13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:

    a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and

    b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or ten percent (10%) of the grant, whichever is less.

15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).

17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.

18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.

19. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

For Neighborhood Revitalization Grants Only

1. If the Recipient is undertaking the installation of sewage collection lines, the Recipient shall, within ninety-days (90) of CDBG contract execution, provide to the Department a copy of an adopted local policy which requires all households to connect to a publicly owned or investor owned sewage system, which has been fully or partially constructed with CDBG funds within 365 days or some lesser period after notification that such a system is available pursuant to Section 381.00655(1), F. S., and that all households shall be so notified. Documentation of notification shall be done prior to the submission of the administrative closeout.

2. If the Recipient is undertaking the installation of water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low and moderate income families in the service area are hooked up to the potable water system at no cost to low and moderate income households. These hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.

3. Recipients are responsible for verifying and maintaining documenting verifying that households receiving direct benefit, in the form of hook-ups to potable water and/or sewage collection lines, meet program requirements regarding the low-to-moderate income national objective. The filing system must be maintained locally and at a minimum contain the following:

   a. The name of the owner, the address of the property, and family size;

   b. The method and source of how household income was verified;

   c. Documentation that reflects the income of the household is below Section 8 income limits based on family size;

   d. The method and source of home ownership was verified with official documentation; and,

   e. An acceptable written agreement with the owner(s) as to affordability and subsequent rate increase, if rental property is involved.

   The information must be maintained for review and verification during on-site monitoring visits.

4. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:

a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;

b. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;

c. The number of occupants in the household, categorized by gender; and

d The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander. Hasidic Jew or American Indian/Alaskan native.

Attachment D

State and Federal Statutes, Regulations and Program Conditions

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

Section I: State and Federal Statutes and Regulations

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570.602;
2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended
6. Treasury Circular 1075 regarding drawdown of CDBG funds
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla. Admin. Code.;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11 Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et.seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis – Bacon Wage Rate Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892- Fair Housing
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1934;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);
58. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12.

Attachment E

Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".

2. The Request for Funds Form must be submitted electronically through FloridaPAPERS to the Department by an authorized signatory.

3. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.

4. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.

5. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

6. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:30am to 5:00pm, Monday thru Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title DCA Contract Number

_____

Street Address

_____

City, State, Zip

_____

Date

Attachment H

Special Conditions

1. If necessary, The Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

Attachment I

Signature Authorization Page

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM
PROJECT WORK PLAN

RECIPIENT City of Palatka
CONTRACT NO. 09DB-4N-04-64-02-N14
DATE PREPARED April 30, 2009
PROJECT BUDGET $ 750,000.00

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed Water Line Repl $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
APR 2009	JUL 2009	Submit Request for Release of Funds & Environmental Conditions	0	0.00	0.00
MAY 2009	JUN 2009	Solicit for and Contract with Administrator and Engineer	0	0.00	0.00
MAY 2009	JUL 2009	Submit documentation to clear Special Condition Numbers	0	0.00	0.00
AUG 2009	DEC 2009	Obtain Permits and Wage Decision	0	0.00	5,000.00
DEC 2009	DEC 2009	Final Design & Review by DCA	0	0.00	0.00
JAN 2010	MAR 2010	Advertising/Receiving Bids	0	0.00	0.00
APR 2010	APR 2010	Verification of Contractor Eligibility	0	0.00	7,500.00
MAY 2010	MAY 2010	Preconstruction Conference Issue NTP	0	0.00	0.00
JUN 2010	JUL 2010	Construction Phase 10% Complete	1034 LF	69,000.00	7,500.00
JUL 2010	AUG 2010	Construction Phase 33% Complete	2378 LF	158,700.00	8,000.00
SEP 2010	OCT 2010	Construction Phase 50% Complete	1758 LF	117,300.00	8,000.00
NOV 2010	DEC 2010	Construction Phase 67% Complete	1758 LF	117,300.00	8,000.00
JAN 2011	FEB 2011	Construction Phase 90% Complete	2378 LF	158,700.00	8,000.00
MAR 2011	MAR 2011	Final Inspection / Punchlist	0	0.00	0.00
APR 2011	APR 2011	Construction Complete	1034 LF	69,000.00	8,000.00
MAY 2011	MAY 2011	Submit Administrative Closeout	N/A	0.00	0.00

Note: More than one activity may be included per form.

(Rev. Aug 2004)

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM
PROJECT WORK PLAN

RECIPIENT City of Palatka
CONTRACT NO. 09DB-4N-04-64-02-N14
DATE PREPARED April 30, 2009
PROJECT BUDGET $ 750,000.00

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed Water Line Repl $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
APR 2009	JUL 2009	Submit Request for Release of Funds & Environmental Conditions	0	0.00	0.00
MAY 2009	JUN 2009	Solicit for and Contract with Administrator and Engineer	0	0.00	0.00
MAY 2009	JUL 2009	Submit documentation to clear Special Condition Numbers	0	0.00	0.00
AUG 2009	DEC 2009	Obtain Permits and Wage Decision	0	0.00	5,000.00
DEC 2009	DEC 2009	Final Design & Review by DCA	0	0.00	0.00
JAN 2010	MAR 2010	Advertising/Receiving Bids	0	0.00	0.00
APR 2010	APR 2010	Verification of Contractor Eligibility	0	0.00	7,500.00
MAY 2010	MAY 2010	Preconstruction Conference Issue NTP	0	0.00	0.00
JUN 2010	JUL 2010	Construction Phase 10% Complete	1034 LF	69,000.00	7,500.00
JUL 2010	AUG 2010	Construction Phase 33% Complete	2378 LF	158,700.00	8,000.00
SEP 2010	OCT 2010	Construction Phase 50% Complete	1758 LF	117,300.00	8,000.00
NOV 2010	DEC 2010	Construction Phase 67% Complete	1758 LF	117,300.00	8,000.00
JAN 2011	FEB 2011	Construction Phase 90% Complete	2378 LF	158,700.00	8,000.00
MAR 2011	MAR 2011	Final Inspection / Punchlist	0	0.00	0.00
APR 2011	APR 2011	Construction Complete	1034 LF	69,000.00	8,000.00
MAY 2011	MAY 2011	Submit Administrative Closeout	N/A	0.00	0.00

Note: More than one activity may be included per form.

(Rev. Aug 2004)

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM
PROJECT WORK PLAN

RECIPIENT City of Palatka **DATE PREPARED** April 30, 2009
CONTRACT NO. 09DB-4N-04-64-02-N14 **PROJECT BUDGET $** 750,000.00

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed Water Line Repl $$ to be Requested by "Date End"	Proposed Administration $$ to be Requested by "Date End"
APR 2009	JUL 2009	Submit Request for Release of Funds & Environmental Conditions	0	0.00	0.00
MAY 2009	JUN 2009	Solicit for and Contract with Administrator and Engineer	0	0.00	0.00
MAY 2009	JUL 2009	Submit documentation to clear Special Condition Numbers	0	0.00	0.00
AUG 2009	DEC 2009	Obtain Permits and Wage Decision	0	0.00	5,000.00
DEC 2009	DEC 2009	Final Design & Review by DCA	0	0.00	0.00
JAN 2010	MAR 2010	Advertising/Receiving Bids	0	0.00	0.00
APR 2010	APR 2010	Verification of Contractor Eligibility	0	0.00	7,500.00
MAY 2010	MAY 2010	Preconstruction Conference Issue NTP	0	0.00	0.00
JUN 2010	JUL 2010	Construction Phase 10% Complete	1034 LF	69,000.00	7,500.00
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JAN 2011	FEB 2011	Construction Phase 90% Complete	2378 LF	158,700.00	8,000.00
MAR 2011	MAR 2011	Final Inspection / Punchlist	0	0.00	0.00
APR 2011	APR 2011	Construction Complete	1034 LF	69,000.00	8,000.00
MAY 2011	MAY 2011	Submit Administrative Closeout	N/A	0.00	0.00

Note: More than one activity may be included per form.

(Rev. Aug 2004)

Small Cities Community Development Block Grant (CDBG) Program Information Form

Contract Number: 09DB-4N-04-64-02-N14 **CFDA Number:** 14.228

Names and Addresses

1. **Contract Recipient**

Name of Chief Elected Official: Karl N. Flagg

Title: Mayor

Address: 201 North Second Street

City, State, Zip Code: Palatka, Florida 32177

Area Code/Telephone No: (904) 329-0100 Suncom No: _____ Area Code/Fax Number (386) 329-0106

E-Mail Address: kflagg@bellsouth.net

2. **Chief Financial Officer**

Name of Chief Financial Officer: Ruby Williams

Title: Finance Director

Address: 201 North Second Street

City, State, Zip Code: Palatka, Florida 32177

Area Code/Telephone No: (904) 329-0100 Suncom No: _____ Area Code/Fax Number (386) 329-0106

E-Mail Address: rwilliams@palatka-fl.gov

3. **Local Contact Person**

Name of Local Contact Person: Woody Boynton

Title: City Manager

Address: 201 North Second Street

City, State, Zip Code: Palatka, Florida 32177

Area Code/Telephone No: (386) 329-0100 Suncom No: _____ Area Code/Fax Number (386) 329-0106

E-Mail Address: wboynton@palatka-fl.gov

4. **Private Consultant (If Applicable)**

Name of Consultant: Fred D. Fox

Firm: Fred Fox Enterprises, Inc.

Address: P.O. Box 1047

City, State, Zip Code: St. Augustine, Florida 32085-1047

Area Code/Telephone No: (904) 810-5183

Area Code/Fax Number (904) 810-5302

E-Mail Address: fred.fox@fredfoxenterprises.com

Administrative Data

1. Local Government FID Number: 59-6000401

2. Local Government DUNS Number: _____

3. Districts: United States Congress 3

   Florida Senate 1 Florida House 21

4. If the local government is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

   Local Government: _____

   Street Address: _____

   City, State, Zip: _____

5. Please provide a brief Project Description:

The North side of the City of Palatka experiences both low water volume and pressure. The cause of this low water volume and pressure is the condition of the existing potable water lines in the service area. The activity proposed in this service area involves the replacement of the existing potable water lines in the community. Approximately 10,340 linear feet of new potable water lines will be installed.

CIVIL RIGHTS PROFILE (07.02)

RECIPIENT NAME City of Palatka

CONTRACT NUMBER 09DB-4N-04-64-02-N14 DATE: April 30, 2009

DEMOGRAPHIC DATA

1. Total Number of Local Government Employees: 160 (Do NOT include constitutional officers)
2. Number of Employees who work on CDBG funded activities: 2
3. Total Number of Local Government Minority Employees: 42 (Do NOT include constitutional officers)
4. Number of Minority Employees who work on CDBG funded activities: 0
5. Local Government Population # 10,033 (Counties do NOT include populations of incorporated cities)
6. Local Government Minority Population: 5,124 (Counties do NOT include populations of incorporated cities)
7. Local Government Minority Population Percentage: 51.07% (Counties do NOT include populations of incorporated cities)
8. Percentage of Persons of Low and Moderate Income in the Local Government: 32.4% (Counties do NOT include populations of incorporated cities)

For Neighborhood Revitalization and Commercial Revitalization Only

9. Service Area Population: 311
10. Percentage of Persons of Low and Moderate Income in the Service Area: 92.55%

To document civil rights compliance, this profile should be completed and returned to:

CDBG Program
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Retain a file copy in the event that a CDBG grants monitor wishes to review it during a monitoring visit.

CIVIL RIGHTS PROFILE (07.02)

Use application survey data or census data, as appropriate, to determine beneficiary information. Complete a form for each activity, except Administration and Engineering. Submit civil rights information with executed contract and update upon completion of grant.

1. Total Beneficiaries in Service Area:
   Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.

2. LMI Beneficiaries in Service Area:
   Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

FOR ECONOMIC DEVELOPMENT GRANTS ONLY (should be provided at the time of grant completion)

3. Job Applicants:
   Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.

4. Job Hires:
   Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

5. FOR HOUSING GRANTS ONLY:
   (Complete column 2 below at closeout using data provided by assisted households.)

ACTIVITY NAME: 03J – Sewer Improvements – Service Area #1

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non Hispanic	**16**	**15**	**N/A**	**N/A**	**N/A**
Black/non Hispanic	**295**	**273**	**N/A**	**N/A**	**N/A**
Hispanic	**0**	**0**	**N/A**	**N/A**	**N/A**
Asian/Pacific Islander	**0**	**0**	**N/A**	**N/A**	**N/A**
American Indian /Alaskan Native	**0**	**0**	**N/A**	**N/A**	**N/A**
Hasidic Jews	**0**	**0**	**N/A**	**N/A**	**N/A**
Female Head of Household	**89**	**82**	**N/A**	**N/A**	**N/A**
Elderly Head of Household	**50**	**46**	**N/A**	**N/A**	**N/A**
Handicapped	**27**	**25**	**N/A**	**N/A**	**N/A**

APPLICANT/GRANTEE/RECIPIENT DISCLOSURE CERTIFICATION (07.02)

PART I. APPLICANT/GRANTEE/RECIPIENT INFORMATION

Indicate whether this is an Initial Report _X_ or Updated Report _____

A. Applicant/Grantee Name, Address, and Telephone (include area code)

City of Palatka
201 North Second Street
Palatka, Florida 32177
(386) 329-0100

B. Participating Party Name, Address, and Telephone (include area code) (for economic development component only)

N/A

C. Project Location Address

North Side of the City of Palatka, Florida

D. Type of Assistance Requested/Provided	Amount of Assistance Requested/Provided
Small Cities Community Development Block Grant Neighborhood Revitalization	$750,000.00

PART II. THRESHOLD DETERMINATION (Applicant/Grantee # only)
Have you received, or can you reasonably expect to receive (including this CDBG contract), an aggregate amount of CDBG funds in excess of $200,000 during the current fiscal year?

Yes _X_ No _____

If "yes", Parts III through V must also be completed.

All applicants must certify that the information provided is true by signing below.

City of Palatka
Printed Name of Applicant/Grantee/Recipient

Signature of Chief Elected Official

Date

Karl N. Flagg, Mayor
Printed Name and Title of Chief Elected Official

HUD 2880

PART III. OTHER GOVERNMENT ASSISTANCE			
Federal Department/State/Local			Amount
Agency Name & Address	Program	Type	Requested/Provided
N/A			

PART IV. INTERESTED PARTIES		
List of all persons with a Reportable Financial Interest	Type of Participation	Financial Interest in Project ($ and %)

PART V. SOURCES AND USES OF FUNDS			
Source		Use	
CDBG Neighborhood Revitalization Grant	$750,000.00	Administration	$ 60,000.00
Local Match	$250,000.00	Engineering	$ 30,000.00
		Sewer Improvements	$ 910,000.00
TOTAL	**$1,000,000.00**	**TOTAL**	**$1,000,000.00**

I hereby certify that this information is true and correct.

Signature of Chief Elected Official

Date

Who Must Complete the Disclosure Certification

Every unit of local government applying for CDBG funds must complete the Applicant/Grantee/ Recipient Disclosure Certification. The certification must be submitted prior to contraction and updated and resubmitted if any significant change to the disclosed information occurs. If the funding threshold of $200,000 is met, Parts III through V of the Disclosure Certification, as they pertain to the particular grant request, must also be completed. The information must be as complete and concise as possible.

An applicant is defined as any unit of local government applying for CDBG funds. The grantee is any of local government, which has been awarded a grant. The recipient is defined as the receiver of the grant funds from the local government and refers to the economic development component only. (For example: If a city receives a grant to loan funds to a company for machinery and equipment acquisition, the company is the recipient.)

Updating the Disclosure Certification
During the period in which an application is pending, or the period in which the assistance is being provided, the Disclosure Certification must be updated if there is Omitted Information, a Change in Disclosure Threshold or, a Change to Previously Disclosed Information.

Attachment I

Department of Community Affairs
Florida Small Cities Community Development Block Grant (CDBG) Program

SIGNATURE AUTHORITY FORM

Submit an original Signature Authority Form with each contract.

Recipient City of Palatka	Contract # 09DB-4N-04-64-02-N14
Mailing Address (Street or Post Office Box) 201 North Second Street	
City, State and Zip Code Palatka, Florida 32177	
Project Contact Person Woody Boynton, City Manager	Telephone # (386) 329-0100 E-mail Address wboynton@palatka-fl.gov
Financial Contact Person Ruby Williams, Finance Director	Telephone # (386) 329-0100 E-mail Address rwilliams@palatka-fl.gov

Requests for Funds (RFFs) from the Florida Small Cities CDBG Program require *(check one)*: **[X] one signature [ ] two signatures** of individuals authorized below. No more than two individuals can be authorized to use FloridaPAPERS. CDBG contracts require that at least one (1) RFFs must be submitted each quarter and should reflect all expenditures incurred during that reporting period.

Typed Name Ruby Williams	Date	Signature
[X] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address	
Typed Name	Date	Signature
[ ] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address N/A	
Typed Name	Date	Signature
[ ] Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address	

I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically to the Small Cities Community Development Block Grant Program using FloridaPAPERS.

Typed Name Karl N. Flagg	Date	Signature

[X] Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida.
[ ] Check here if your local government will be working on a reimbursement basis.

CDBG payments *to local governments using EFT* are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.

Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.

Name of Financial Institution	Account Number
Street Address or Post Office Box	Telephone Number
City, State and Zip Code	

Agenda Item

3c

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of April 18, 2009, by and between CSX TRANSPORTATION INC, a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF PALATKA, a corporation of the State of Florida, whose mailing address is 201 North 2nd Street, Palatka, Florida 32177, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eight inch (8") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Palatka, Putnam County, Florida, Jacksonville Division, Sanford Subdivision, Milepost A-697.78;

hereinafter, collectively, called the "Encroachment," as shown on print(s) labeled Exhibit "B," attached hereto and made a part hereof; other details and data pertaining to said Facilities being as indicated on Exhibit "A," also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Facility Application Form and plan(s).

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS ($500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (A.R.E.M.A. Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the

separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability

hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS ($3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition

activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to Licensor's consent and to Licensor's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensor shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing <u>any</u> work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692 and (904) 633-3450. Licensee may also scan and email a completed form to email

address: OP_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link: http://www.csx.com/?fuseaction=general.csxp_flag.

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 386-329-0199.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars ($100.00).

19. RESERVED:

20. RESERVED:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

_____

CSX TRANSPORTATION INC

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

_____

CITY OF PALATKA

By:_____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name:_____

Print/Type Title:_____

Tax ID No.:_____

IMPORTANT NOTICES

Agreement Number: CSX623601

- Please note that due to the nature of your project(s), an inspector must be present during construction, in addition to any flagging services. The costs for these services will be billed separately, and are not included in the attached Statement of Fees.

AGREEMENT EXECUTION

- Sign all signature pages in order to execute the agreements. One of the following should apply:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

If the Agreement is with a PARTNERSHIP, all general members of the partnership should execute the document unless one member of the firm has been designated managing partner or expressly by the partnership to execute the Agreement. (Furnish copy of such authority.)

The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.

- NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

- **A Tax Identification Number is required.**

To Dunham Street
Watermain Project
CDBG

CSX

Statement of Fees

Page		1 of 1
Account/Contract	CSX	623601
Customer Project No.		
Date		4/18/2009

Customer

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

Fees - At - A - Glance

Amount Due	**$**	**1775.00**

Fees Summary

Railroad Protective Liability Insurance * See attached note	$	1125.00
License Fee	$	500.00
Project Scheduling Fee	$	150.00
	$	

Total Current Fees	**$**	**1775.00**

News You Can Use

CSX Federal ID No.	54-6000720
CSX Candian ID No.	1022382868

Please remit payment to:

CSX Transportation, Inc.
500 Water Street, J-180
Jacksonville, FL 32202
Attention: Rene Kurth

Questions? Contact:

rene_kurth@csx.com

If you claim a tax exempt status, please furnish a tax exemption certificate.

* If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of $375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by $375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

CSX TRANSPORTATION

APPLICATION FOR PIPELINE CROSSING/PARALLELISM

All applications are to be submitted in accordance with CSXT's Pipeline Specification Package. Failure to strictly adhere to these specifications will result in delays, additional costs and possible return of your application. Drawings should either be 8½" x 11", 8½" x 14" or 11" x 17" size (refer to Drawing requirement checklist). CSXT reserves the right to approve or decline any application.

One original and one copy of this application form, together with plan and profile drawings, and a **$750.00 nonrefundable** Review Fee are to be submitted to: ***CSX Transportation, Inc., Property Services Department, J180, 500 Water Street, Jacksonville, FL 32202.***

DATE RECEIVED

- No work may proceed on CSXT's right of way until the Licensee has received a fully executed agreement and obtained notice to proceed from CSXT's local Roadmaster or its designee.
- Due to future maintenance responsibilities CSXT will not enter into an agreement with a Developer. It is the Developer's responsibility to coordinate the application with the local governing municipal authority.
- No verbal approvals will be granted. No Blasting on/under/near CSXT right of way. No Directional Boring.

Application Date: _____ **CSXT File/Agreement Number:** CSX 62 3601

Section 1: Pipeline Owner Info	☒ Check here if agreement should be mailed to this address		
Owner's Complete Legal Company Name:	City of PALATKA		
Contact Name/Title:	Woody Boynton PE		
Legal Address:	201 North 2nd STREET		
City/State/Zip:	PALATKA	FL	32177
Street Address for Overnight Mail (check if same as legal address ☑):			
City/State/Zip:			
Email Address:	wboynton@palatka-fl.gov		
Office/Alternate Phone:	(386) 329 0100	( )	
***Emergency No./Fax:**	(386) 329 0199	( )	
* The emergency number is needed in the event of derailment, pipe failure, etc…			
Type of Business:	(a) ☐ Corporation State of Inc.: _____	(b) ☐ Partnership Type: _____ State:	(c) ☐ Other Describe: _____
	(d) ☒ Municipality	(e) ☐ Individual	

Section 2: Engineer/Consultant Info	☒ Check here if agreement should be mailed to this address		
Engineer/Consultant Company Name:	AYRES ASSOCIATES		
Contact Name/Title:	Daryl R. Myers		
Street Address for Overnight Mail:	5220 SHAD ROAD Suite 200-3		
City/State/Zip:	JACKSONVILLE	FL	32257
Email Address:	myersd@ayresassociates.com		
Office/Fax:	(904) 260-6288	(904) 262-5536	
Cell/Alternate Phone:	(904) 591-7578	( )	

Continued on Page 2…

EXHIBIT "A".

Application Date: _____ **CSXT File/Agreement Number:** CSX 62364

Section 3: Reference Info				
Your Project Reference No.:	30-1608.00			
Covered by a Master/General Agreement:	Agreement No:		Agreement Date:	
Work to be performed by:	(a) ☐ Owner's employees		(b) ☒ Owner's contractor	
Type of Installation:	☒ New	☐ *Revision to Existing	☐ *Attachment to Existing	☐ *Upgrade to Existing
a) * *If a revision, attachment or upgrade, you must provide detailed scope of project.*				
b) * *For existing crossings/parallelisms, furnish copy of existing RR Agreement or Agreement No.:*				
Will pipeline connect to an existing facility within Railroad corridor?	☐ Yes	☒ No		
a) If yes, name of facility owner:		b) If yes, describe and show details on drawing.		

Section 4: Pipeline Location					
City/Town/Village:	PALATKA	**County:**	PUTNAM	**State/Province:**	FL
Occupancy Type:	☒ Crossing Only (Complete Section A or B)	☐ Crossing & Parallelism (Complete Sections A or B & C)		☐ Parallel Only (Complete Section C)	

A. RR Milepost Location for Crossing (non-spur track)				***Do not measure from a DOT sign.**
Crossing location: 1,241 FT ft. (N / S / E / W) (direction) from RR Milepost: 698				
Latitude:	N 29° : 39' : 15"	Longitude:	W 81° : 38' : 23"	
If Known:	Valuation Station:		Valuation Map No.:	

B. RR Milepost Location for Crossing (spur track)				***Do not measure from a DOT sign.**
Spur Track Crossing Location: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____ to point-of- switch, then: ft. along spur track to crossing location.				
Latitude:	N : :	Longitude:	W : :	
If Known:	Valuation Station:		Valuation Map No.:	

C. RR Milepost Location for Parallelism				***Do not measure from a DOT sign.**
Parallelism location Enters CSXT R/W: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____, and Exits CSXT R/W: ft. (N / S / E / W) (direction) from RR Milepost:				
Latitude:	N : :	Longitude:	W : :	= Entrance
If Known:	Val. Station:		Val. Map No.:	= Entrance
Latitude:	N : :	Longitude:	W : :	= Exit
If Known:	Val. Station:		Val. Map No.:	= Exit

Crossing Length/Segment on RR R/W:	30 ft.	**Parallel Length/Segment on RR R/W:**	— Ft.
Will pipeline be located entirely within public road R/W?	☒ Yes, DOT Crossing No.:		☐ No
NOTE: Road name, number, and width of R/W are required on drawing.			

Continued on Page 3...

EXHIBIT "A"

Application Date: _____ **CSXT File/Agreement Number:** CSX 623641

Section 5: Pipe Data & Specifics (Not Applicable to Utility Installations)

PIPE SPECIFICATIONS:	CARRIER PIPE:	CASING PIPE:
Substance to be conveyed: (☐ Flammable / ☒ Non-Flammable)	WATER MAIN	N/A
Temperature:	50° - 65° F	N/A
Maximum Working Pressure:	60 - 65 PSI	N/A
Pipe Material:	PVC	Steel
Material Specifications & Grade:	C-900 PVC CLASS 150	GRADE X-42 WELDED STEEL PIPE
Specified Minimum Yield Strength:	BURST PRESSURE ≈ 755 PSI	35,000 PSI
Nominal Size:	8" I.D.	20" ID
Wall Thickness:	0.503"	0.375"
Type of Seam:	RING-TITE W/LOCKED-IN GASKETS	WELDED 35,000 PSI (MIN.)
Type of Joints:	RESTRAINED SLIP JOINT PIPE	WELDED
Total Length Within CSXT R/W:	30 LF	30 LF

If Tunnel Liner Plates: Attach manufacturer's shop detail and computations that include plate thickness and gauge.

Location of Shut-Off Valves: 382' WEST OF CENTERLINE OF TRACK, & 350' EAST OF CENTERLINE TRACK

Number of Manholes: _____ **Number of Other:** _____ **Describe:** _____

Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.

Method of Installation: (a) ☒ Bore & Jack (b) ☐ Other:

Protective Coating: ☐ Yes ☒ No Type: **Cathodic Protection:** ☐ Yes ☐ No

Temporary track support or riprap required? ☐ Yes ☒ No If yes, describe and show details on drawing.

Section 6: Railroad Use Only

Division:	Jacksonville	Subdivision:	Sanford
No. of Crossings:	1	Val. Section/Map No.:	
Absolute Map No.:	[illegible]	PIN No.:	
Roadmaster Code:		Parcel No.:	
Contract Type:	Private	Fiber:	
Val. Station (Crossing):		Milepost No. (Crossing):	A-697.78
Val. Station (Parallelism):	From:	To:	
Milepost No. (Parallelism):	From:	To:	

Milepost No. (Spur Track): _____, then _____ ft. along spur track(s) to crossing location.

Shortline Lease Corridor:	☐ Yes ☐ No	Shortline Lease Agmt. No.:	
Track Sold to Shortline:	☐ Yes ☑ No	Inspector Required:	☒ Yes ☐ No
Eng. Approval Letter:	☐ Yes ☑ No	FDOT Eng. Approval Ltr.:	☐ Yes ☑ No
Project Manager:		Title:	
Approved by:		Title:	

Comments: _____

Continued on Page 4...

EXHIBIT "A"

CSXT DRAWING REQUIREMENTS FOR PIPELINE CROSSING/PARALLELISM

Application Date: _____ Agreement Number: CSX623401

All information and measurements are to be clearly labeled and shown on all drawings. All drawings are to be submitted with CSXT's pipeline occupancy application form No. 7455. Failure to strictly adhere to these requirements may result in delays, additional costs and possible return of your application.

Drawings should either be 8½" x 11", 8½" x 14" or 11" x 17" size. CSXT reserves the right to approve or decline any application. Gray or monochrome scale required. Aerial photos must be separate from the drawing.

All applicable boxes must be checked.

(Note: Metric Information will NOT be accepted.)

☒	Legible Drawing(s) size 8½ x11, 8½ x14 or 11x17.
☒	Overall plan view for parallelisms N.A.
☒	North Arrow
☒	Title block with owner's legal name, drawing number and date.
☒	New pipeline in bold lines.
☒	Distance and direction from CSXT actual milepost monument/marker (not the DOT sign at the road crossing). ON PERMIT FORM
☒	Distance and direction from nearest track and public road intersection.
☒	Public road right-of-way lines (if within the confines of a public road crossing).
☒	CSXT right-of-way lines relative to centerline of adjacent track(s).
☒	Width of CSXT right of way.
☒	Angle of crossing at track(s), and number of tracks crossed.
☒	Plan View, cross-section and profile of casing and carrier pipes.
☒	Points where pipeline enters and leaves CSXT's right-of-way.
☒	Total length of carrier and casing pipe within CSXT right of way.
☒	Cross-section of track at encroachment, including relevant dimensions.
☒	Depth/minimum cover of casing pipe measured from: ☒ Top of pipe to bottom of rail ☐ Within the right-of-way but not beneath the track(s) ☐ Below any ditches
☒	Description of Casing Pipe End Seals IN DETAILS
☒	Measurement to any manhole(s)/other(s) from nearest/adjacent track(s) and milepost.
☒	Size and location of Vent pipes on cross section/profile drawing (for flammable substance with sealed casing pipe). N.A.
☒	Location of shut off valves: (a) Crossings: No further than 2,000 feet from centerline of nearest track; (b) Parallelisms: Within 2,000 feet of entrance and exit point of CSXT right-of-way
☒	Location of any CSXT signals, signal equipment, road crossing warning devices, poles, pole lines, bridges, and any other facilities relevant to the pipeline and the location of the pipeline. N.A.
☒	Location of all proposed/performed geotechnical borings – This is required for all casings with an O.D. of 48 inches or greater. N.A.
☒	Facilities, structures, obstructions, etc... to be relocated. N.A.
☒	Distance of face of Launching & Receiving Pits located from centerline of adjacent track @ 90°.
☒	Launching Pit and Receiving Pit Dimensions: Width, Length and Depth.

I affirm that I have reviewed CSXT's Pipeline Specifications and the foregoing information complies with the current CSX Pipeline Specifications, governing laws or regulations, and accurately reflects the proposed pipeline crossing/parallelism of CSXT's right of way.

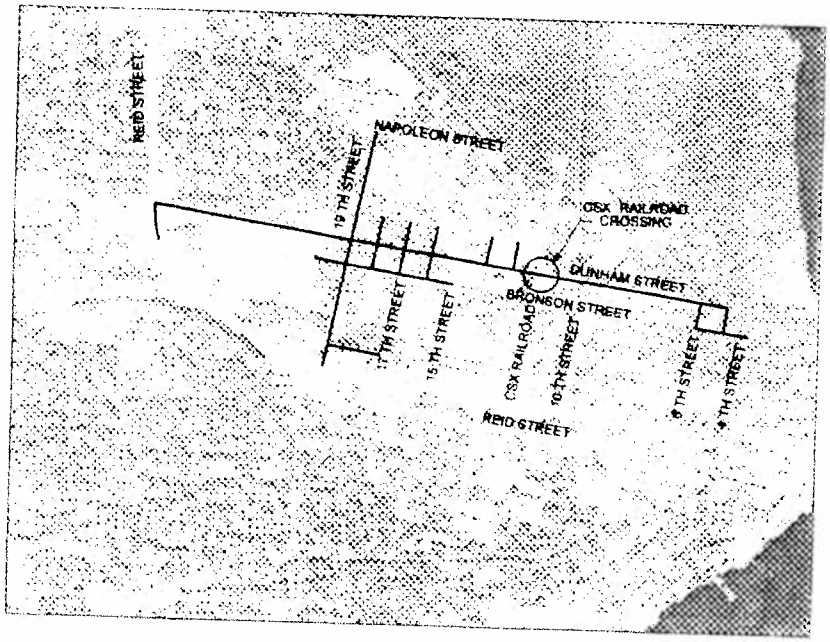
Applicant's Signature: _____

EXHIBIT "A"

CITY OF PALATKA

WATER MAIN IMPROVEMENTS

PUBLIC WORKS DEPARTMENT



LOCATION MAP
CITY OF PALATKA

CITY OFFICIALS

MAYOR
KARL N. FLAGG

COMMISSIONERS
MARY LAWSON BROWN
JAMES NORWOOD, JR.
GEORGE F. SANDERS
ALLEGRA KITCHENS

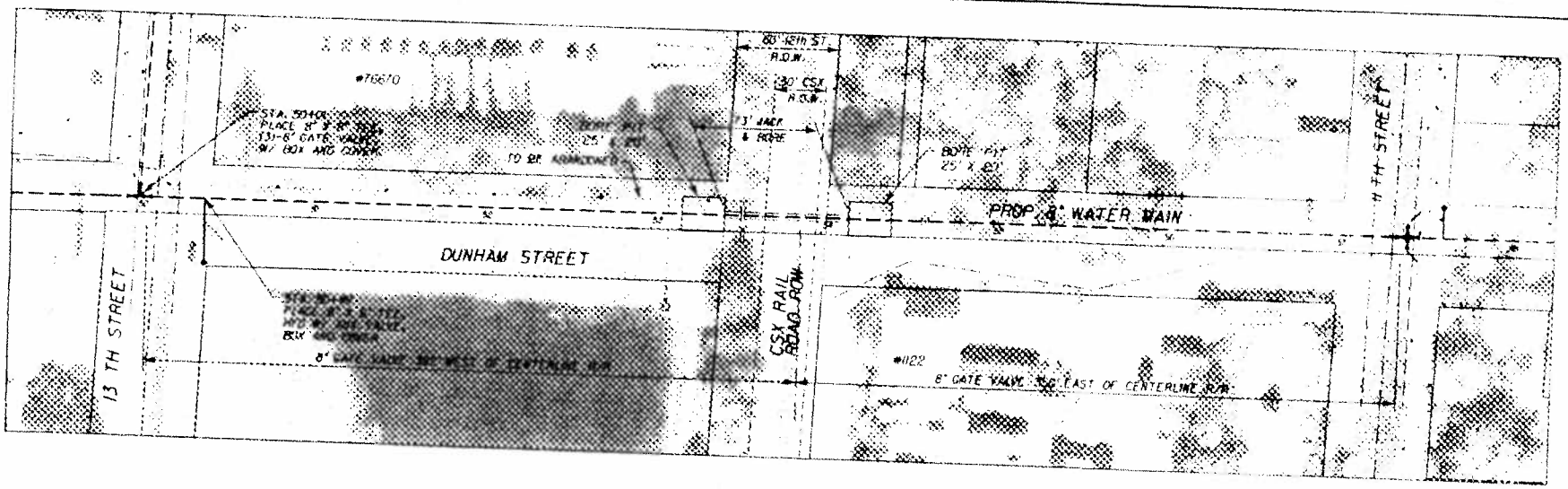
CITY MANAGER
WOODY ATTERTON

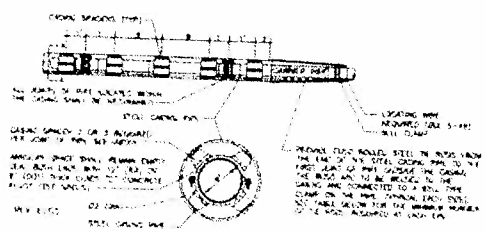
INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	PLAN SHEET

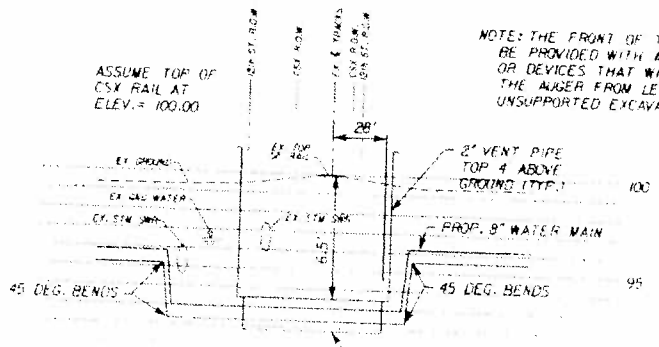
Exhibit "B"
Sheet 1 of 2
CSXT File No. CSX 422641

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION





CASING SPACER DETAIL



NOTE: THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH A MECHANICAL ARRANGMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE, SO NO UNSUPPORTED EXCAVATION IS AHEAD OF PIPE.

PIPE MAIN CROSSINGS FOR RAILROADS OR HIGHWAYS

CSX Real Estate Engineering
Engineering Design Approved
By: [illegible]
Date: 4/13/01

Exhibit "B"
Sheet 2 of 2
CSXT File No. CSX [illegible]

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
[illegible]	[illegible]	REV. PER CSX COMMENTS DATED [illegible]			

AYRES ASSOCIATES

CITY OF PALATKA

COUNTY	PROJECT ID
PUTNAM	30-1608.00

DUNHAM STREET
CROSSING CSX RAILROAD
WATER MAIN IMPROVEMENTS

2

Agenda Item

3d

March 20, 2009

AYRES ASSOCIATES

Mr. Woody Boynton, PE
City Manager
City of Palatka
201 N. 2nd Street
Palatka, Florida 32177

Re: Reuse System Extension – Phase II
Ayres Associates Project No. 30-1602.00

Subject: Contract Change Order #6

Dear Mr. Boynton:

Attached is change order #6 for the referenced project. This change order is for the additional costs associated with furnishing and installing upgraded wiring to service the pumps in the new reuse pump station.

Ayres Associates recommends approval of this change order. Please feel free to contact me should you have any questions.

Sincerely,

Ayres Associates Inc

Daryl R. Myers, PE
Project Manager

Enclosure

cc: D. Kemp, PE (Ayres) w/enclosure
File

CITY OF PALATKA, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER

PROJECT: Reuse System Extension – Phase II DATED: January 4, 2008

CHANGE ORDER NO: 6 DATED: February 27, 2009

CONTRACTOR: Commercial Industrial Corporation.
11810 NW 115th Avenue
Reddick, FL 32686

JUSTIFICATION: The electrical service for the new reuse pumps skid required minor upgrades by the power company (FPL) before they would install a meter on the service to the building and pump station.

CURRENT CONTRACT AMOUNT: $1,926,444.48

INCREASE IN CONTRACT AMOUNT: $3,900.00

NEW CONTRACT AMOUNT: $1,930,344.48

CURRENT CONTRACT COMPLETION DATE: March 30, 2009

INCREASE IN CONTRACT TIME: 0 Days

NEW CONTRACT COMPLETION DATE: March 30, 2009

ORDERED BY CITY OF PALATKA BY: _____
Elwin "Woody" C. Boynton Jr.
City Manager

ACCEPTED BY:

_____
CONTRACTOR

Agenda Item

3e

City of Palatka – Palatka Municipal Airport

Engineering Design, Topographic Surveying, Geotechnical Investigation and Bidding

Taxiway B Drainage Rehabilitation, Transient Aircraft Parking Apron Pavement Rehabilitation

(Supplemental Agreement 09-21)

Taxiway B Drainage Rehabilitation, Transient Apron Pavement Rehabilitation Engineering Design, Topographic Survey, Geotechnical Investigation and Bidding

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 26, 2004), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Engineering design and bidding for Taxiway B Drainage Rehabilitation and Transient Parking Apron Pavement Rehabilitation.

Scope of Basic Services: Preliminary and final engineering design, plan and specifications, project phasing plan.

Scope of Special Services: Topographic survey, geotechnical investigation, video assessment and bidding-phase services.

Client Manager: Mr. Woody Boynton, City Manager.

Client Project Coordinator: John Youell, Airport Manager.

PA Program Manager: Mr. Andrew Holesko, CM, Program Manager.

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$ 95,000.00.
Special Services Compensation and Method of Payment:	Topo Survey, Geotechnical	$ 30,000.00.
	Bidding Phase	$ 20,000.00.
Total Project Cost:	**Total (Not including Bidding)**	**$125,000.00.**
	Total (Including Bidding)	**$145,000.00.**

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

Meetings: As needed and directed by the City.

Deliverables:
1. Engineering design, preparation of base bid, bid additives / alternates, bid plans and specifications.
2. Project meetings and presentations as directed by the City.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: Andrew M. Holesko

Andrew M. Holesko, Program Manager
Typed Name, Title

ATTEST BY: Heidi Stiens
Heidi Stiens, Exec. Assistant

"CLIENT" - CITY OF PALATKA

BY: _____

Woody Boynton, City Manager
Typed Name, Title

BY: _____

Karl Flagg, (Mayor)
Typed Name, (Title)

ATTEST BY: _____

_____

ATTACHMENT A-1

Scope of Work

Taxiway B Drainage Rehabilitation, Transient Aircraft Parking Apron Pavement Rehabilitation

Engineering Design, Topographic Survey, Geotechnical Investigation and Bidding

Palatka, Florida

I. PROJECT DESCRIPTION

Taxiway B is the main access taxiway within the main terminal / hangar area, providing access to Runway 9-27, Runway 17-35, Taxiways A, C and D. The Taxiway B drainage system is failing, experiencing structural / pipe failure and collapse in numerous areas. The drainage / pipe system is the original system that was installed when the airport was constructed approximately 60 years ago.

The proposed design and improvement project will involve the assessment and design for the rehabilitation and / or replacement of 3,000 to 3,500 LF (+/-) of the stormwater system. Without rehabilitation, the drainage system will continue to fail, causing airfield pavement failure, as well airport / airfield flooding.

The main (and only) transient aircraft parking apron (19,000 SY) is experiencing pavement distress, aging and surface breakdown throughout. The apron pavement condition ranges from poor to very poor, with PCI ranges from 50 to 30(+/-).

II. BASIC SERVICES

Passero Associates will provide the following services to assist the City of Palatka with the layout and design of the Taxiway B drainage system rehabilitation and transient aircraft parking apron improvements at Palatka Municipal Airport.

A. PRELIMINARY DESIGN PHASE

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the SPONSOR, FAA, and FDOT to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the SPONSOR. CONSULTANT will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the CONSULTANT design team.
6. Conduct runway threshold siting analysis.
7. Prepare preliminary grading and drainage design.

8. Prepare preliminary construction plans, supplemental documents and construction phasing plans, soil boring logs and typical cross sections.
9. Prepare preliminary quantity takeoffs for the bid schedule.
10. Prepare preliminary probable construction costs.
11. The design team and the SPONSOR will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

B. FINAL DESIGN PHASE

1. Finalize the grading and drainage design.
2. Prepare final construction plans, supplemental documents such, construction phasing plans, soil boring logs and typical cross sections.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the SPONSOR, Federal Aviation Administration, and Florida Department of Transportation for final review and comment. The design team and the SPONSOR will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the SPONSOR.

C. GRANTS ADMINISTRATION PHASE

CONSULTANT will assist the SPONSOR throughout the duration of this design contract. CONSULTANT will act as liaison for the SPONSOR with the FAA and FDOT. The grants administration phase shall include the following items of work:

1. Prepare federal and state ACIP/grant application packages (as needed), and coordinate execution by SPONSOR and submissions to the FAA and FDOT.
2. Prepare reimbursement request packages, coordinate execution by SPONSOR and submissions to the FAA and FDOT.
3. Assist SPONSOR in compiling and submitting all necessary grant/project closeout documents required by the FAA and FDOT.

D. PERMITTING PHASE (with SJRWMD)

1. Review St. Johns River Water Management District Handbook: "Regulation of Stormwater Management Systems" for applicability to project. Note: It is expected that this project <u>will not require</u> a "Standard General Environmental Resource Stormwater Permit."
2. Meet with SJRWMD staff (as needed) to review project requirements.
3. Note: A SJRWMD permit is not expected to be required for this project.

III. SPECIAL SERVICES

E. BID PHASE

1. Prepare advertisement for bids, contract document log and assist the SPONSOR in the legal advertisement of the project and tracking of outstanding contract document sets.

2. Questions from potential bidders will be directed to and answered by addendum (if required).
3. A pre-bid conference will be scheduled at least ten (10) days prior to the scheduled bid opening. Minutes of the pre-bid conference will be prepared by CONSULTANT and supplied to all meeting attendees and contract document holders.
4. CONSULTANT will assist the SPONSOR at the bid opening. CONSULTANT will review the bids received for conformance with the contract documents. CONSULTANT will review the contractor's personnel, equipment lists, and financial statement to verify the contractor's qualifications and financial responsibility. If the contractor has no past working relationship with CONSULTANT, the SPONSOR, FAA, or FDOT, the contractor's references will be checked.
5. Prepare a bid tabulation and, if approved by the SPONSOR, send it to all bidders.
6. Recommendation of award or rejection of bids, if appropriate, to the SPONSOR. Concurrence of the award by FAA and FDOT will be requested.
7. Prepare conformed copies of the contract and coordinate contractor execution of the contract. The attachments to the contract such as bonds and insurance will be review by CONSULTANT.
8. Review the contractor executed documents with the SPONSOR prior to execution by the SPONSOR. After the contracts have been executed by the SPONSOR, the construction administration department will assist in distributing copies of the contracts to the contractor, FAA, and FDOT.
9. Contact FAA and FDOT for permission to issue a Notice to Proceed (NTP). After receiving FAA and FDOT permission, a sample NTP letter will be sent to the SPONSOR and CONSULTANT will coordinate the transmittal of the NTP to the contractor.
10. Note: Several bid options (additional and / or alternates) will be offered within the bid documents to allow the City to be able to receive differing levels of available grant funding.

F. Topographic Survey, Geotechnical Investigation, Other

A topographic survey, geotechnical investigation and subsurface video assessment (if needed) will be provided for this project.
Other special services (such as environmental studies or other special studies, etc.) are services that often cannot be defined at the beginning of the project, but still may be required before the project is complete. If needed, other special services shall be performed as approved by the City in writing.

IV. OTHER CONSIDERATIONS

1. This project does not include any form of special services, (other than as specified above). For example, the project does not include the following:
   - Any Additional Permitting
   - Preparation of additional related Design, Construction Plans, and Specifications
   - Other special services (such as environmental studies, permitting, traffic study or other special studies, etc.) that may be desired or requested.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport / City archives. Passero is not responsible for data that is not provided for in the course of this Agreement.

END OF SCOPE OF SERVICES.

Agenda Item

3f

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
CHARLIE CRIST

An Equal Opportunity Employer

Secretary
WALTER A. McNEIL

2601 Blair Stone Road • Tallahassee, FL 32399-2500

http://www.dc.state.fl.u s

April 30, 2009

Elwin C "Woody" Boyton, City Manager
City of Palatka
201 North 2nd Street
Palatka, Florida 32177
Telephone: (386) 329-0100

RE: Work Squad Contract #WS526

Dear Mr. Boyton:

Enclosed for signatures are two (2) originals of Work Squad Contract **#WS526** between the Department of Corrections and your organization. This Contract will replace current Contract #WS397 effective August 24, 2009.

To provide a seamless transition in contracting, please have **both originals** of the enclosed contracts **signed** and **returned** to this office, via Express Mail, by **June 29, 2009**. If your agency requires a longer period for approval and execution of the enclosed documents, please contact me at the telephone number shown below to request an alternate date upon which our office can expect submission. Once this Contract has been executed by the Department, one (1) executed original of the Contract will be returned to your agency.

As a reminder, please be advised:

- to include the Contract **#(WS526)** on all correspondence;
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 410-4206.

Sincerely,

Katrinia Ferguson
Government Operations Consultant I
Contractual Services Section
Bureau of Procurement and Supply

Enclosure

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF PALATKA

This Contract is between the Florida Department of Corrections ("Department") and City of Palatka ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Palatka is a qualified and willing participant with the Department to contract for an inmate work squad; and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on August 24, 2009 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or August 23, 2010, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) Work Squad of up to five (5) inmates.

b. The Department shall ensure the availability of the work squad except: when weather conditions are such that to check the squad out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position within five (5) working days.

c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.

d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. <u>Responsibilities of the Agency</u>

a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.

2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Susan Leverette, Accounts Payable
City of Palatka
201 N. 2nd Street
Palatka, Fl 32177
Fax: (386) 326-2741
E-mail: sleverette@palatka-fl.gov

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Putnam Correctional Institution
128 Yelvington Road
East Palatka, Florida 32131
Telephone: (386) 326-6800

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Robert E. Staney, Chief
Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-4091
Fax: (850) 922-8897
E-mail: staney.bob@mail.dc.state.fl.us

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Elwin C. "Woody" Boyton, City Manager
City of Palatka
201 North 2nd Street
Palatka, Florida 32177
Telephone: (386) 329-0100

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF PALATKA

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary**
Department of Corrections

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: Kathleen Von Hoene

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel**
Department of Corrections

DATE: 4/29/09

Addendum A

Inmate Work Squad Detail of Costs for the City of Palatka
Interagency Contract Number WS526 Effective August 24, 2009

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officer Multiplier	1	$ 52,729.00	**	$ 52,729.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 398.00		$ 398.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 1,500.00		
Technology Fee			$ 391.00		$ 391.00
TOTAL - To Be Billed By Contract To Agency			$ 57,217.00		$ 55,717.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES ☐ NO ☒
ENCLOSED TRAILER REQUIRED: YES ☐ NO ☒

Addendum A
Inmate Work Squad Detail of Costs for the City of Palatka
Interagency Contract Number WS526 Effective August 24, 2009

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4,318.00	[X]	1	$ -	[ ]	[ ]	[X]
Vehicle Mounted Radio	MACOM	$4,414.00	[ ]		$ -	[ ]	[ ]	[ ]
TOTAL Operating Capital To Be Advanced By Agency					$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$55,717.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$56,467.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.) $56,467.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the City of Palatka
Interagency Contract Number WS526 Effective August 24, 2009

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards"**after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

Agenda Item

3g

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

Memorandum

To: City Commission & Staff

From: Betsy J. Driggers, City Clerk

Date: 5/7/2009

Re: 2009 City Commission Meeting Calendar

Please find the latest version of the 2007 meeting calendar attached. All changes have been marked with an asterisk (*).

Please note that a joint City Commission/Code Enforcement Board Workshop has been added for June 25, 2009 at 4:00 p.m. This is the regular City Commission meeting date, but due to summer schedule, the Commission will not hold a regular meeting on that date unless it becomes necessary to reinstate it.

Also included in this calendar is an Employee Assistance Plan training workshop scheduled on May 21 for City Department Heads. Commissioners are also welcomed to attend.

2009 PALATKA CITY COMMISSION CALENDAR

January 1 – June 30, 2009

Rev. 05-07-09

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

7 - Pre-Agenda mtg. 9:00 a.m.
14 - City Commission mtg. 6:00 p.m.
21 - Pre-Agenda mtg. 9:00 a.m.
* 21 - EAP Training Workshop (dept. heads)
21 - NEFLC Meeting - The Beaches
25 - City offices closed in observance of Memorial Day Holiday
28 - City Commission mtg. 6:00 p.m.

JUNE

4 - Pre-Agenda mtg. 9:00 a.m.
11 - City Commission mtg. 6:00 p.m.
18 - NEFLC Meeting – Orange Park
* 25 - City Commission/Code Enforcement Board Workshop 4:00 p.m.

Conferences: August 13 - 15, FLC Annual Conference, Orlando World Center Marriott
November 19 - 20, FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando

2009 PALATKA CITY COMMISSION CALENDAR
July 1 – December 30, 2009

Rev. 1/16/09

JULY
2 - Pre-Agenda mtg. 9:00 a.m.
3 - City offices closed to observe Independence Day
9 - City Commission mtg. 6:00 p.m.
16 - Pre Agenda mtg. for Budget Workshop
23 - Budget Workshop 3:00p.m. @ City Hall
23 - City Commission regular meeting to set tentative millage rate (immediately following budget workshop)

AUGUST
13 -15 - FLC Annual Conference Orlando World Center Marriott
20 - Pre-Agenda mtg. 9:00 a.m.
27 - City Commission mtg. 6:00 p.m.

SEPTEMBER
3 - Pre-Agenda mtg. 9:00 a.m.
7 – City Offices closed in observance of Labor Day
10 - City Commission mtg. 6:00 p.m. (1st Public Hearing on Budget)
17 - Pre-Agenda mtg. 9:00 a.m.
17 - FLC Dinner/Mtg. in Palatka
24 - City Commission mtg. 6:00 p.m. (Adoption of Budget)
25 - City Safety Luncheon – 12:00 noon; Palatka Golf Course (Tentative)

OCTOBER
1 - Pre-Agenda mtg. 9:00 a.m.
8 - City Commission mtg. 6:00 p.m.
15 - Pre-Agenda mtg. 9:00 a.m.
15 - FLC Dinner/Mtg. in Lake Butler
22 - City Commission mtg. 6:00 p.m.

NOVEMBER
5 - Pre-Agenda mtg. 9:00 a.m.
11 – City Offices closed in observance of Veterans' Day
12 - City Commission mtg. 6:00 p.m.
19 & 20 - Legislative Conference - Hyatt Regency Orlando Int'l Airport Hotel
26 - 27 - City offices closed in observance of Thanksgiving Holiday

DECEMBER
3 - Pre-Agenda mtg. 9:00 a.m.
3 - FLC Dinner/Mtg. in Jacksonville
10 - City Commission mtg. 6:00 p.m.
24 & 25 – City offices closed in observance of Christmas Holiday

Upcoming Conferences:
August 13 - 15, FLC Annual Conference, Orlando World Center Marriott
November 19 - 20, FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando

Agenda Item

3h

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

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

BETSY JORDAN DRIGGERS
CITY CLERK

RUBY M. WILLIAMS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

May 6, 2009

TO MESSRS: MARY LAWSON BROWN, VERNON MYERS, JAMES NORWOOD, AND ALLEGRA KITCHENS:

You are hereby notified that a Special Called meeting of the City Commission is called to be held at 4:00 p.m. on June 25, 2009 at the regular meeting place of the City Commission at City Hall, 201 N. 2nd Street, in the City of Palatka.

The purpose of the meeting is to hold a joint City Commission and Code Enforcement Board workshop.

_____
Karl N. Flagg, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 14th day of May, 2009

_____
COMMISSIONER

_____
COMMISSIONER

_____
COMMISSIONER

_____
COMMISSIONER

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.cityofpalatka.com

FAX: (386) 329-0106

Agenda Item

4

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: **Request for Reduction of Liens:** **DEPARTMENT:** Building & Zoning

A. Case 06-36 – 501 Kirby St. request to reduce daily fine from $10,025.00 to $2,506.25.
B. Case 8-83 – 2016 Twigg Street request to reduce daily fine from $6,125.00 to $1,531.25

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS:
1. March 25, 2009 Code Enforcement Board hearing minutes
2. April 22, 2009 Code Enforcement Board hearing minutes

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

At their April 9, 2009 City Commission meeting, the Commission requested these cases be remanded back to the Code Enforcement Board for clarification of the motions to reduce the fines on these cases.

A. **Case 06-36 – 501 Kirby Street**: At their March 25, 2009 hearing, the Code Enforcement Board made a motion to recommend the City Commission reduce the lien on the above parcel down to 25% to be paid within 30 days and assess the costs of prosecution since the property is now in compliance. At their April 22, 2009 meeting they upheld their motion and provided the following justification statement:

   Pat Wilson advised that she motioned to reduce the fine by 75% because the case had been on going for approximately 4 years and the son only had control for 1 year since his father's passing, of which, he moved forward as soon as he had been made aware of the existing violation.

   The $25 per day fine ran for 401 days for a total fine of $10,025.00. A 75% reduction equates to a reduced fine of $2,506.25. The owner has paid costs of prosecution in the amount of $349.32.

B. **Case 08-83 - 2016 Twigg Street:** At their March 25, 2009 hearing, the Code Enforcement Board made a motion to recommend the City Commission reduce the lien on the above parcel down to 25% to be paid within 90 days and assess the costs of prosecution since the property is now in compliance. At their April 22, 2009 meeting they upheld their motion and provided the following justification statement:

   Ms. Wilson stated that she recommended a 75% reduction because there had been a change in ownership since the original notice of violation, and that the tenant who is now the current owner, had not been in ownership for the entire time of the case.

   The $25 per day fine ran for 245 days for a total fine of $6,125.00. A 75% reduction equates to a reduced fine of $1,531.25. The owner has not paid costs of prosecution of $330.32. If not paid by June 25, 2009, a lien in the amount of $350.96 will be recorded.

RECOMMENDED ACTION:

Approval of the Code Enforcement's Board recommendation to reduce the daily fine on each case.

AGENDA ITEM NUMBER: **AGENDA PAGE NUMBER:**

Case 06-36 501 Kirby Street
Owner: Robert C. McEwen and Kenneth Gonzales
Remanded to CEB by City Commission April 9, 2009

*** Original motion made March 25, 2009 - with justification:**

* **Motion** made by Pat Wilson and seconded by LaSandra Williams to make recommendation to the City Commission to reduce the daily fine to 25% if paid within 30 days, and assess costs of prosecution in the amount of $349.32 or $399.96 if a lien order is requiredAll voting members were in favor, motion carried.

Justification: Pat Wilson advised that she motioned to reduce the fine by 75% because the case had been on going for approximately 4 years and the son only had control for 1 year since his father's passing, of which, he moved forward as soon as he had been made aware of the existing violation.

OTHER BUSINESS:

Ms. Banks advised that the June 17, 2009 workshop would be a joint effort with the City Commission, scheduled for 4:00 pm in the Commission room.

With no further business, meeting adjourned at 5:10 pm.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 06-36

vs

Howard Charles McEwen, Jr., respondent(s)

* OFFICIAL RECORDS *
BK 1123 PG 1953

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came before the Board for costs of prosecution assessment on April 26, 2006 and the Board having been presented with supporting evidence and inspection reports there-upon issues its Findings of Fact, Conclusions of Law and Order as follows:

I. FINDINGS OF FACT:

1. The Respondent(s) is the owner of property described as 501 Kirby Street, parcel number 42-10-27-6850-0440-0012 of the City of Palatka, Putnam County, Florida.

2. The Respondent was properly notified that the above-described property needed to be brought into compliance within a given time, and has failed to remove the old appliances, lumber, fence posts, wheels, old screen doors, crates, bricks, logs removed from the yard; has failed to have the porch cleared of the lumber piled against the wall and failed to complete the painting of the house.

II. CONCLUSIONS OF LAW:

1. The Respondent was in violation of Section 30-32 Weeds, Debris, Prohibited Conditions; Section 54-80 Historic Property Maintenance/Repair

III. ORDER

1. A $25.00 per day fine is hereby levied on the above-described property effective May 23, 2006 and shall continue until the violation is remedied.

2. Administrative costs will be assessed against the property at a later date.

DONE AND ORDERED this 26h day of April, 2006, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY Kenneth Downs
Kenneth Downs, 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 to the Respondent and/or authorized counsel, ~~Lisa M. & Lawrence Brown, 900 South 14th Street~~, Palatka, FL, FL 32177, this 26th day of April 2006. 501 Kirby St.

Jeanne Chandler
Jeanne Chandler, Secretary to the Code Enforcement Board

Prepared by:
Jeanne Chandler
City of Palatka
201 N 2nd Street
Palatka, FL 32177

FILE #: 0000602153
Page 1 of 1

TIM SMITH, PUTNAM CO. CLERK OF COURT
RCD: 11/08/2006 @ 13:39

Case 07-11 **1213 Short Street**
Owner: Heirs of Jessie Beckom
Request for Nuisance Abatement Action/Update

Don Holmes advised that this case has been filed, the owners have been served, and he will move it forward.

Case 07-276 **114 Dodge Street**
Owner: Margaret Tilghman Wilhite Life Estate
Section 54-80 Historic District Property Maintenance/Repair
Section 70-82 911 Addressing
Costs of Prosecution $350.21 or $400.85

Ms. Hearn presented photo evidence and advised that the property is now in compliance. That this was one of the first houses to receive Tax Increment Fund money for painting and looks fantastic. She added that as we had been working with the owner, a daily fine was never enacted for this case, and recommended assessing the costs of prosecution.

Motion made by Pat Wilson and seconded by Doug Webb to accept staff's recommendation to assess the costs of prosecution in the amount of $350.21or $400.85 if a lien order is required. All voting members were in favor, motion carried.

Mr. Holmes explained that the next two cases were remanded back to the Board from the City Commission, for additional information, as there has never been a standard or policy put in place with regards to the basis of lien reduction and or waiving. He stated that he had made recommendation to the City Commission that at the upcoming joint workshop, some standards should be adopted and that future reduction of fines be supported with the reason for recommendation to the City Commission. He ended by saying that he was not suggesting they change their motion, just that they state why or how the amount of reduction was determined.

* **Case 08-83** **2016 Twigg Street**
Owner: Mildred Oliver
Remanded to CEB by City Commission April 9, 2009

*** Original motion made March 25, 2009 - with justification:**

* **Motion** made by John Lyon and seconded by Pat Wilson to make a recommendation to the City Commission to reduce the fine amount down to 25% and assess the costs of prosecution. All members present voted, resulting in 4 yeas and 1 nay.

* **Motion amended** by John Lyon and seconded by Pat Wilson to make a recommendation to the City Commission to reduce the fine amount down to 25% and assess the costs of prosecution to be paid within 90 days. All voting members were in favor. Motion carried.

Justification: Ms. Wilson stated that she recommended a 75% reduction because there had been a change in ownership since the original notice of violation, and that the tenant who is now the current owner, had not been in ownership for the entire time of the case.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 08-83

vs

Mildred J. Oliver, Et Al, Respondent(s)

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Board for public hearing on March 25, 2009, 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 2016 Twigg Street, Putnam County Tax parcel number 12-10-26-1370-0060-0210, located within the City of Palatka, Putnam County, Florida.

b) Conditions at the property at issue constitute violations of Section 94-189 Swimming Pools; Section 94-261(6) Off-Street Parking, of the Palatka Municipal Code.

IT IS ACCORDINGLY ORDERED THAT:

II. ORDER:

a) The $25.00 per day fine is hereby stopped on the above-described property effective February 25, 2009. Total daily fine assessed is $6,125.00.

b) Administrative costs are hereby assessed in the amount of $350.96, as incurred in the prosecution of this case by the City of Palatka through the 25th day of March, 2009.

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.

d) This Finding of Fact, Conclusions of Law and Order supersedes that Finding of Fact, Conclusions of Law and Order recorded in the official records, Instrument No. 200854654396 dated July 18, 2008 in the Putnam County Clerk of Courts records.

DONE AND ORDERED this 25th day of March, 2009, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY Kenneth Downs

Kenneth Downs, 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 2016 Twigg Street, Palatka FL 32177, this ____ day of July, 2009.

Elizabeth A. Hearn

Elizabeth A. Hearn, Code Enforcement Officer

Prepared by:
Elizabeth A. Hearn, City of Palatka
201 N 2nd Street, Palatka, FL 32177

Agenda Item

5

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: The first reading of an ordinance removing the City residence requirements for the alternate position on the Historic Preservation Board. The second reading will be May 28th, 2009.

DEPARTMENT: Building & Zoning

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS:

1. An ordinance of the City of Palatka removing the City residence requirements for the alternate position on the Historic Preservation Board.

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

The Historic Preservation Board is composed of seven members and one alternate. Currently, the alternate position is the only member required to be a City resident. This ordinance amendment would remove this City resident requirement. The other members of the Historic Preservation Board, whenever possible, shall include an architect, a property owner within the North Historic District, a property owner within the South Historic District, a representative of the Putnam County Historical Society, a contractor, a real estate broker, and an attorney.

The second public hearing is scheduled for May 28th, 2009.

RECOMMENDED ACTION:

Staff recommends approval of the attached ordinance.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

This instrument prepared by:
Betsy J. Driggers
501 N. 2nd Street
Palatka FL 3217

ORDINANCE NO. 09 - _____

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY REVISING SECTION 54-76(d), REMOVING RESTRICTIONS FOR THE ALTERNATE MEMBER QUALIFICATIONS FOR APPOINTMENT TO THE HISTORIC PRESERVATION BOARD; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. That Section 54-76(d) be amended by removing subsection (5), so that such Section shall read as follows:

(d) *Term of members; removal of members; vacancies:*

(1) All members are appointed for three-year terms.

(2) Members may be reappointed for consecutive terms.

(3) The city commission may remove members for just cause.

(4) If a vacancy occurs, a new appointment shall be made by the city commission for the unexpired term.

Section 2. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this **28th** day of May, 2009.

CITY OF PALATKA

BY:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item

6

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Adoption of an ordinance annexing 2104 Husson Avenue into the City, adoption of a related ordinance changing the future land use designation from Putnam County Urban Service to City of Palatka Low Density Residential, and the first reading of an ordinance changing the zoning from Putnam County R1-A to City of Palatka R1-A.

DEPARTMENT: Building & Zoning

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS

1. An Ordinance of the City of Palatka annexing 2104 Husson Avenue
2. An Ordinance of the City of Palatka amending the future land use designation from Putnam County Urban Service to City of Palatka Low Density Residential.
3. An Ordinance of the City of Palatka changing the zoning from Putnam County R1-A to City of Palatka R1-A.
4. February 3, 2009, Planning Board Minutes.
5. February 3, 2009, Planning Board Packet.

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

The identified purpose of these three applications is to allow City water due to failure of the applicant's well. This is a .33 acre parcel of land.

A public hearing was held by the Planning Board on February 3, 2009, at the applicant's request for annexation, change of future land use from County Urban Service to City Low Density Residential, and rezoning from Putnam County R1-A (Single Family Residential) to City of Palatka R1-A (Single Family Residential). There was no public testimony. The Planning Board voted to recommend approval of the three requests.

RECOMMENDED ACTION:

Staff recommends approval of the attached annexation and future land use ordinances, and conducting the first public hearing on the related zoning ordinance. The second public hearing for the zoning ordinance is scheduled for May 28th, 2009.

AGENDA ITEM NUMBER: AGENDA PAGE NUMBER:

This instrument prepared by:
Jim Lee
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by all of the freehold owners of the property sought to be annexed, to wit:

Yvonne Van Der Lee

WHEREAS, Chapter 171.044, Florida Statutes, permits the annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

Section 2. NOW THEREFORE, be it enacted by the people of the City of Palatka, Florida, that the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY:

Lot 13, ORMAN-LEIGH ESTATES, according to plat thereof recorded in Map Book 4, page 157 of the public records of Putnam County, Florida.

Plat herein referred to show a 25 foot building set back line in street side.

(Being tax parcel #13-10-26-6790-0000-0130)

Section 3. The property hereby annexed shall remain subject to the County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

This instrument prepared by:
Jim Lee
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP AND FUTURE LAND USE ELEMENT OF THE ADOPTED COMPREHENSIVE PLAN WITH RESPECT TO ONE PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE) AS DESCRIBED HEREINAFTER, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that any local government comprehensive plan amendments directly related to proposed small scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local comprehensive plan, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 80 acres by small scale amendments annually, and

WHEREAS, the Planning Board conducted a public hearing on February 3, 2009, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission conducted a public hearing on this amendment on May 14, 2009,

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

Section 1. Adopted Small Scale Amendment

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

TABLE 1
ADOPTED SMALL SCALE AMENDMENTS

Property Tax Number	Acreage	Current Land Use	Amended Land Use
13-10-26-6790-0000-0130	0.33	County Urban Service	City Low Density Residential

DESCRIPTION OF PROPERTY:

Lot 13, ORMAN LEIGH ESTATES, according to plat thereof recorded in Map Book 4, Page 157 of the public records of Putnam County, Florida.

Plat herein referred to shows a 25 foot building set back line in street side.

(Being tax parcel #13-10-26-6790-0000-0130)

Section 3. Effect on the Comprehensive Plan

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

Section 4. Severability

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

Section 5. Effective date

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
City Clerk

This instrument prepared by:
Jim Lee
205 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09-____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, application has been made by the owner, Yvonne Van Der Lee, to the City for certain amendments to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on February 3,2009,and two public hearings before the City Commission of the City of Palatka on May 14,2009, and May 28,2009, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, now therefore,

Section 2. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of County R1-A(Single Family Residential) to City R-1A (Single Family Residential)

DESCRIPTION OF PROPERTY:

Property Tax Number 13-10-26-6790-0000-0130

Lot 13, ORMAN-LEIGH ESTATES, according to plat thereof recorded in Map Book 4, Page 157 of the public records of Putnam County, Florida.

Plat herein referred to show a 25 foot building set back line in street side.

Section 3. All ordinances in conflict with the terms and

provisions of this ordinance are hereby specifically repealed.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of May, 2009.

CITY OF PALATKA

BY:_____
Its MAYOR

ATTEST:

_____
City Clerk

PLANNING AND ZONING STAFF REPORT

February 3, 2009

APPLICATION: PB 07-17 – Annexation, Small-Scale Future Land Use Map Amendment to change the Future Land Use designation from County Urban Service to City Low Density Residential and Rezone from County R1-A (Single family residential district) to City R-1A (Single family residential district).

APPLICANT: Yvonne Van Der Lee

LOCATION: 2104 Husson Avenue

Parcel #: 13-10-26-6790-0000-0130

A. BACKGROUND & ANALYSIS: On March 27, 2007 the applicant had requested City water due to the failure of her well. Since this property is contiguous to the City limits to the west across Husson Avenue, annexation is a requirement. Because the City was not allowed to process annexations and Future Land Use amendments until it's Comprehensive Plan was in compliance, the applicant was allowed to connect to water and sewer prior to approval by the Planning Board and City Commission. The property's main access is Husson Avenue.

Surrounding properties have future land use designations of County Urban Service north and west of the subject property and City High Density Residential, Low Density Residential and Commercial to the east and Low Density Residential to the south. The zoning pattern of the site and surrounding area is County R1-A to the north and west, City R-3 (multi-family residential), R1-AA, R-3 and Commercial to the east and City R1-A to south. The existing land use pattern in the area is predominately residential.

SURROUNDING LAND USE AND ZONING:

	Future Land Use Designation	Zoning	Current Land Uses
North	Urban Reserve	R1A (Putnam)	Single Family Residence
South	Low Density Residential	R1A	Single Family Residence
East	Low Density Residential High Density Residential Commercial	R1-AA; R-3; Commercial	Single Family Residence Multi-Family Residence Commercial
West	Urban Reserve	R1A (Putnam)	Single Family Residence

B. COMPLIANCE WITH CHAPTER 171, FLORIDA STATUTES, ANNEXATIONS

The request is to annex .33 acres into the City. The subject property is located at 2104 Husson Avenue. Properties directly south and east of the site are County.

The proposed annexation does not create an enclave and meets the criteria identified in Section 171.043, Florida Statutes. This includes being contiguous to the City's boundaries at this time, is reasonably compact, is not included within the boundary of another incorporated municipality, and is intended to be developed for urban purposes because of the availability of City sewer and water lines that are contiguous to the property.

This request is a voluntary annexation and meets the criteria identified in Section 171.044, Florida Statutes, as it relates to being contiguous to the City, and reasonably compact. Following a recommendation from the Planning Board, an appropriately prepared ordinance will be considered by the City Commission after the correct advertising and scheduling of public hearings.

C. COMPLIANCE WITH THE CITY OF PALATKA COMPREHENSIVE PLAN

The Existing Land Use Designation: The existing Future Land Use is County Urban Service which recognizes areas where urban infrastructure, such as central water, sewer, stormwater systems, paved major roads, exists or is programmed and available for more urban type of development. Although agricultural activities are allowed as a holding land use, this land use designation allows a broad mix of residential, commercial, industrial, public facility and recreation uses. Residential development can achieve a density of up to 9 dwelling units per acre, the highest in Putnam County, with adequate density bonus points.

The Proposed Land Use Designation:

Policy A.1.9.3.A.1 (9J-5.006(3)(c)7)
Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types. Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Future Land Use Element

Objective A.1.1 (9J-5.006(3)(b)1; F.S. 187-201 (161)(1)(5)
Upon Plan adoption, the City shall coordinate future land uses with the appropriate topography, adjacent land uses, soil conditions, and the availability of facilities and services.

Policy A.1.1.3 (9J-5.006(3) (c) 3)
The City shall as a condition of issuing a building permit or other development order, require proposed developments to hook up to the City central sewer systems in accordance with the revised City zoning code and subdivision regulations based upon Chapter 381, F.S. and Division 64E, FAC.

STAFF ANALYSIS: The site is built out as a single-family residence which is consistent with the predominately residential uses on Husson Avenue. City water lines have been run to the property and there is sufficient capacity to maintain existing level of service standards. In the Traffic Circulation Element, Public Facilities Element, Recreation and Open Space Element and Public Schools Facilities Element sections of this staff report we will evaluate each adopted level of service standard for this site related to a maximum density of up to 5 dwelling units per acre.

Traffic Circulation Element

Objective B.1.1 (9J-5.007(3)(b)1)
Upon plan adoption, the City shall provide for a safe, convenient and efficient motorized and non motorized transportation system by correcting, to the maximum extent feasible,

all existing roadway deficiencies identified in this plan and maintain acceptable operating conditions in the future on a priority basis.

Policy B.1.1.1 (9J-5.007(3)(01))
The State-wide minimum acceptable operating Level of Service (LOS) standards for the State Highway System and City Street System shall be the base LOS standards listed herein, except for those conditions provided in Policies 1.1.1.A. and 1.1.1.B.

STAFF ANALYSIS: This segment of Husson Avenue is a City maintained road that serves as a north-south urban collector with an adopted level of service of C.

Public Facilities Element

Objective D.1.1 (9J-5.011(2)(b)2)
Upon Plan adoption, the City of Palatka shall enforce adopted Concurrency Management System procedures to ensure that at the time a building permit or other development order is issued, infrastructure facility capacity is available to meet the demand of development without lowering adopted Levels of Service Standards (LOSS).

Policy D.1.1.1 (9J-5.011(2) (c)2)
The following level of service standards shall be the basis for determining the availability of facility capacity against the demand generated by development.
A1. Potable Water, Residential: 130 gallons per capita per day
B1. Central Sanitary Sewer System, Residential: 125 gallons per capita per day
C. Solid Waste: 6.4 lbs/person/day
D. Drainage Facilities: City of Palatka and Ravine State gardens Stormwater Quality Master Plan and minimum requirements of the St. Johns River Water Management District.

Policy D.1.1.2 (9J-5.011 (2)(c)2)
All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

STAFF ANALYSIS: This is an existing single-family dwelling that will not exceed the level of service standards.
- Potable Water: 325 gallons per day multiplied by 2.5 persons per unit is 812.50 gallons per day. A new water plant will be going on line in January 2009 with a capacity of 6 million gallons per day. Current peak usage is approximately 3,200,000 gallons per day. Capacity exists for this home.
- Central Sanitary Sewer System, Residential: 125 gallons per capita per day multiplied by 2.5 person per unit = 312.50 gallons per day. Capacity exists for this home.
- Solid Waste – 6.4 lbs multiplied by 2.5 persons per unit is 16 lbs per day. Capacity exists for this home.
- Drainage: This house was constructed in the County. All drainage issues would have been handled through their permitting process.

Recreation And Open Space Element

Objective F.1.1 (9J-5.0143(3)(b)1
Upon plan adoption, the City shall implement the following policies to ensure public access to all identified recreational facilities.

Policy F.1.1.2 (9J-5.014(3)(c)3
The City shall adopt the following Level of Service Standards: Regional Park/ 1 acre per 50, Community Park/ 1 acre per 500, Neighborhood Park/ 1 acre per 500, Equipped Play and Tot Lot/ 1 Per 2,000, Baseball/Softball Fields/ 1 per 5,000, Football/Soccer Fields/ 1 per 6,000, Equipped Play area/ 1 play area per 10,000, Basketball Courts/ 1 per 5,000, Boat Ramp (Lanes)/ 1 lane per 5,000, Tennis Court/ 1 court per 2,000, Swimming Pools/1 pool per 25,000, Hiking (miles)/ 1 Mile per 6,750, and Picnic Areas (Tables) 1 Table per 6,000.

STAFF ANALYSIS: This house will generate an additional 2.5 people (2.5 persons per unit multiplied by 21 units). Capacity exists for all recreational Level of Service Standards for this additional population.

Public Schools Facilities Element

Objective 1.1.1 (9J-5.025(3)(b)1
The City of Palatka shall ensure the correction of existing school facility deficiencies to provide adequate student capacity, which shall not exceed the adopted level of service standards within the Putnam County School District and which will meet future capacity needs.

Policy 1.1.1.1 (9J-5.025(3)(c)7
The City of Palatka hereby adopts LOSS for Schools of 100% based on permanent FISH capacity for all school types (Elementary, Middle and High)

STAFF ANALYSIS: Phil Leary, the consultant for the Putnam County School District has indicated this single family already exists and will not need to be analyzed for concurrency.

D. COMPLIANCE WITH THE PALATKA MUNICIPAL CODE, REZONING REQUEST

Rezoning requirements
When pertaining to the rezoning of land, the report and recommendations of the Planning Board to the City Commission shall show that the Planning Board has studied and considered the proposed change in relation to the following, where applicable (from Sec. 94-38(f)(1) of the Palatka Municipal Code):

a. Whether the proposed change is in conformity with the comprehensive plan.

   STAFF ANALYSIS: The applicant requests rezoning to City R-1A (Single family residential district) from County R1-A (Single family residential district.) The proposed change is in conformance with the comprehensive plan as stated in the above comp plan review and is consistent with both the City and County land use designations for single family dwellings.
   This zoning category is consistent with the requested Low Density Residential Future Land Use Map designation. The current land use designation is Putnam County Urban Service.

b. The existing land use pattern.

   STAFF ANALYSIS: This rezoning request to City R-1A (Single family residential district) is consistent with the existing land use pattern in the area which is

residential development. This request changes the zoning jurisdiction from County to City to accompany the annexation and future land use map amendment request.

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

STAFF ANALYSIS: This rezoning request will not create an isolated district since the City and County have adjacent parcels with residential zoning that allow residential uses. The County's setbacks are similar to the City's but are slightly more restrictive.

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

STAFF ANALYSIS: This parcel is built out as a single-family residence and will not overtax public services.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

STAFF ANALYSIS: Staff has no information to indicate that existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

STAFF ANALYSIS: In order to obtain water service, the applicant was required to annex, amend the Future Land Use map and rezone since the property is contiguous to the city limits. The proposed amendment is necessary to comply with these requirements.

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

STAFF ANALYSIS: This change is consistent with the existing conditions of the neighborhood.

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

STAFF ANALYSIS: This site is already developed as a single family residence and has not created or caused the LOSS to be exceeded for this portion of Husson Avenue which is designated as a minor collector with an adopted level of service C.

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

STAFF ANALYSIS: This site is built out as a single-family residence. If any additions are made, drainage will be addressed in plan review.

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

STAFF ANALYSIS: This site is built out.

k. Whether the proposed change will adversely affect property values in the adjacent area.

STAFF ANALYSIS: It is not anticipated that this rezoning request will adversely affect property values.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

STAFF ANALYSIS: Staff does not have any information to indicate that the proposed zoning change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations. Adjacent property owners were notified of this rezoning request and have the opportunity to appear before the Planning Board.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

STAFF ANALYSIS: This rezoning request does not constitute a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

STAFF ANALYSIS: The existing zoning is County zoning. With the proposed requests for annexation and a City future land use designation, it is appropriate to change the zoning to a consistent City zoning designation.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

STAFF ANALYSIS: This change is not out of scale with the needs of the neighborhood or City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

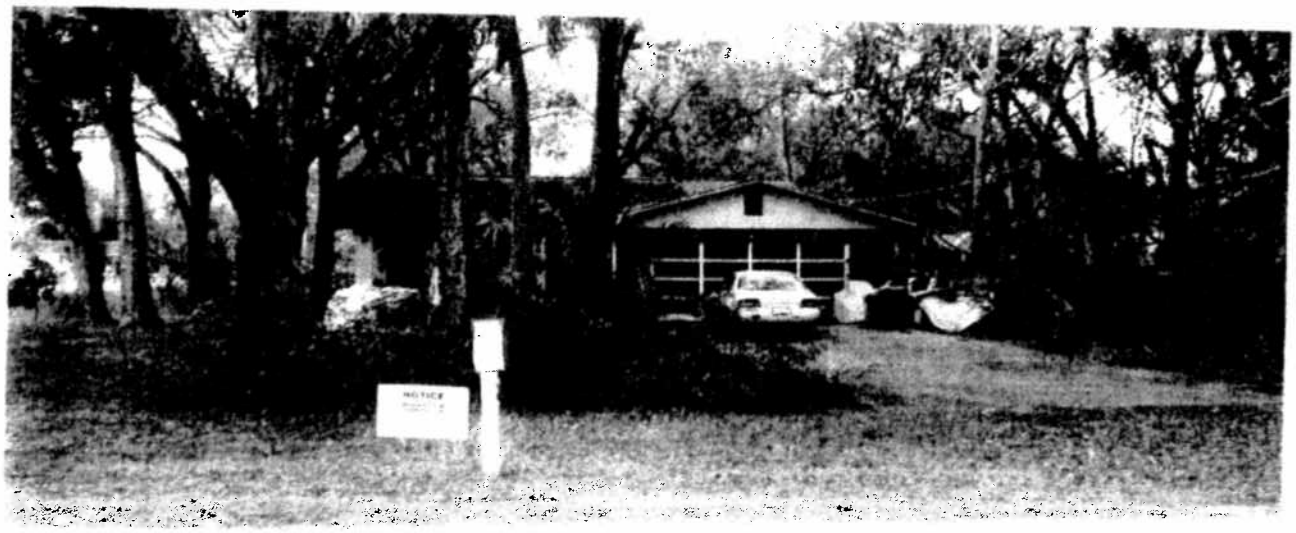
STAFF ANALYSIS: There may be other sites in the City that could accommodate the projected use however, this site is already developed as a residence and the annexation along with the future land use amendment and zoning change is required in order to obtain water service.

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

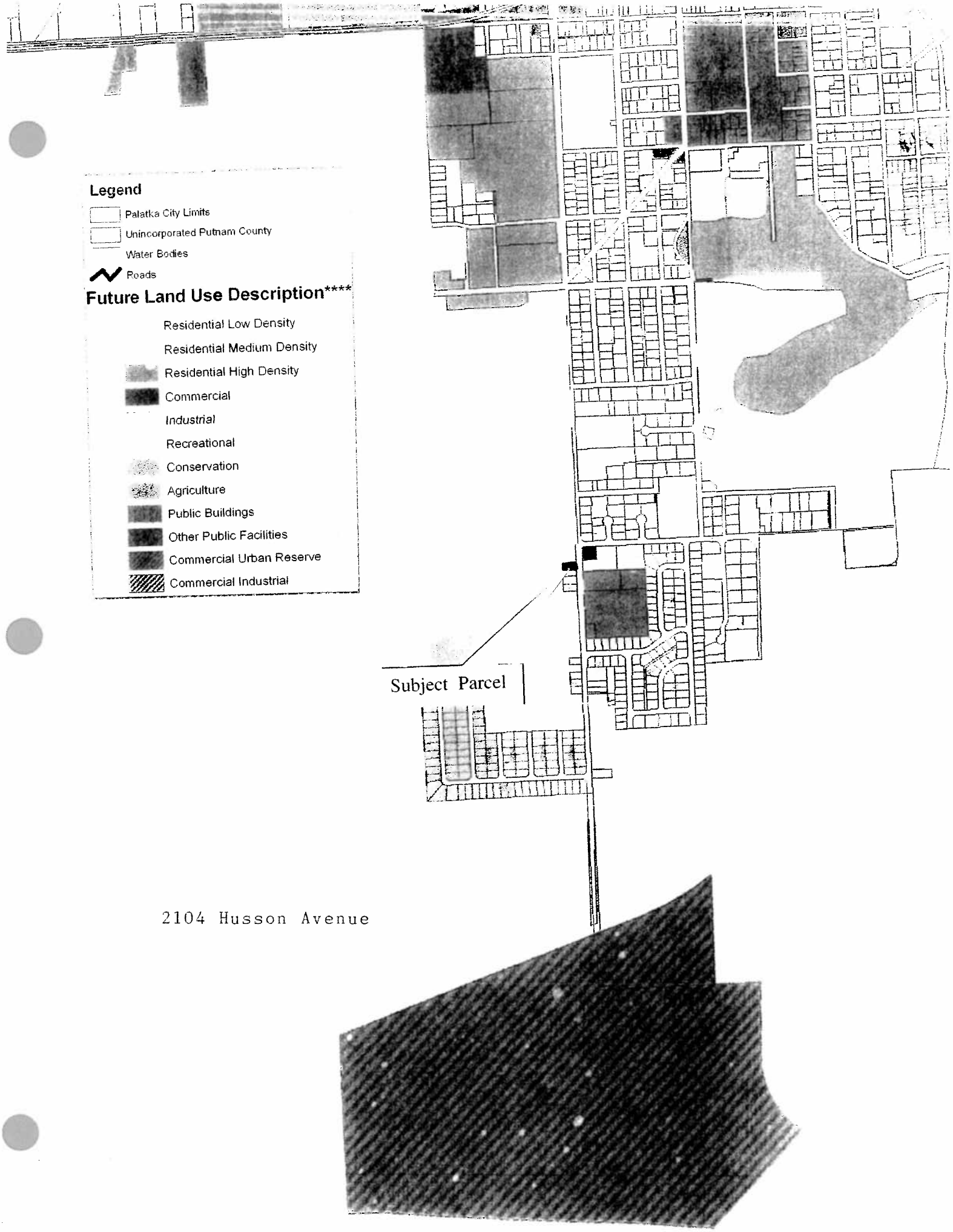
STAFF ANALYSIS: This parcel is not located in a Historic District.

STAFF RECOMMENDATION: Staff recommends approval of the requested zoning change from County R1-A (Single family residential district) to City R-1A (Single family residential district). The request complies with the rezoning criteria provided in the Palatka Municipal Code.

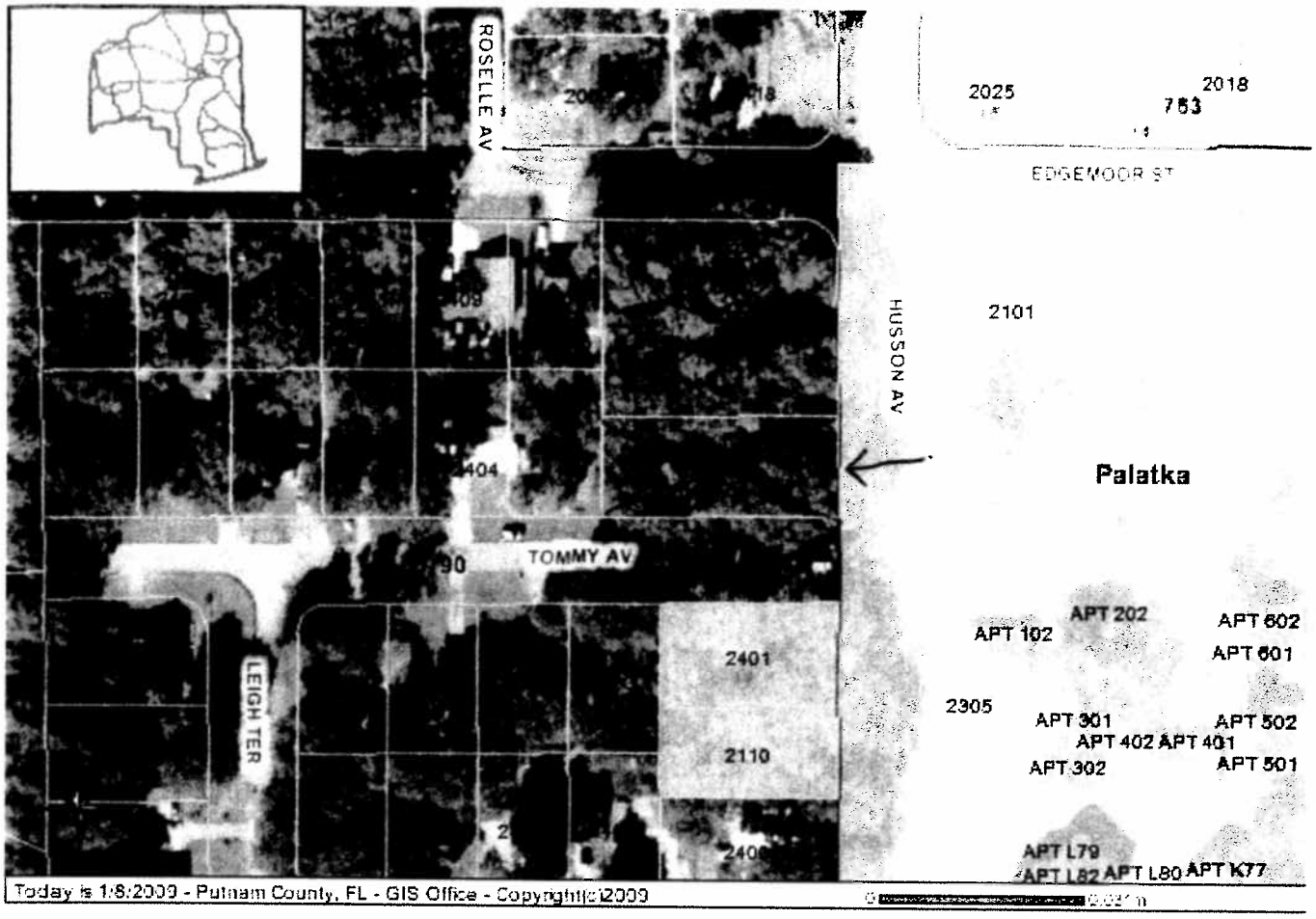
Photographs



2104 Husson Avenue



2104 Husson Avenue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APT 501
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City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172

As an owner of adjacent property, you are hereby notified of a pending action before the Planning Board which may be of concern to you:

PUBLIC NOTICE

Notice is hereby given that the **CITY OF PALATKA PLANNING BOARD** will hold a public hearing on **February 3, 2009** at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

A request to annex into the City of Palatka city limits, to rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district) and to amend the Future Land Use Map from County Urban Service to City Low Density Residential

Location: 2104 Husson Avenue (13-10-26-6790-0000-0130)

Owner: Yvonne Van Der Lee

Case: PB 07-17

All interested parties are invited to attend this public hearing.

Deborah Banks
Assistant Planning Director

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, THAT INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AT THE EXPENSE OF THE APPELLANT. F.S. 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING & ZONING DEPARTMENT AT (386)329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

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Case 07-17
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2401 TOMMY AVE
PALATKA FL 32177

Case 07-17
SANDRA T JACKSON
2407 TOMMY AVE
PALATKA FL 32177

Case 07-17
RAO DONTHAMSETTI V + SREEDEVI
4414 NW 51 DRIVE
GAINESVILLE FL 32606

Case 07-17
JIMMY A ALEXANDER
2406 TOMMY AVE
PALATKA FL 32177

Case 07-17
ROBERT C TINDALL
2411 EDGEMOOR ST
PALATKA FL 32177

Case 07-17
JAMES + WANDA CROSTHWAITE
2409 EDGEMOOR ST
PALATKA FL 32177

Case 07-17
JOHN + EMILY BLEVINS
2407 EDGEMOOR ST
PALATKA FL 32177

Case 07-17
GILBERT HARTLEY M
2256 SMULLIAN TR S
JACKSONVILLE FL 32217

PB 07-17
David C. & Dorothy J. Wright
2409 Tommy Ave.
Palatka, FL 32177

PB 07-17
Rhoda Harris
2405 Tommy Ave.
Palatka, FL 32177

STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

Notice is hereby given that t

Was published in said newspaper 1 time(s) with said publication being made on the following dates:

01/16/2009

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Jeannette Eveland

Sworn to and subscribed to before me this 16th day of January, 2009 by Jeannette Eveland, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

Mary Kaye Wells

Mary Kaye Wells, Notary Public
My commission expires July 22, 2011

Notary Seal
Seal of Office:

MARY KAYE WELLS
MY COMMISSION # DD 654041
EXPIRES: July 22, 2011
Bonded Thru Notary Public Underwriters

___✓___ Personally known to me, or
_____ Produced identification:
___✓___ Did take an oath

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Notice is hereby given that the CITY OF PALATKA PLANNING BOARD will hold a public hearing on February 3, 2009 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

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Owner: Yvonne Van Der Lee

Case: PB 07-17

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Assistant Planning Director

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PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING & ZONING DEPARTMENT AT (386)329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

Legal No. 04542510
01/16/2009

RECEIVED
JAN 2 3 2009
BY: _____

Case Number _____
Date Filed _____

RECEIVED
MAR 2 6 2007

CITY OF PALATKA
PETITION FOR VOLUNTARY ANNEXATION

Please provide the following information and return to: *City of Palatka Building & Zoning Dept.*
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 2104 Husson Ave

2. Property Appraiser parcel #: 13-10-26-6790-0000-0130

3. Total acres to be considered as part of this request: .33

4. The names and addresses of all owners as shown in the Putnam County public records:
Van Der Lee, Yvonne
546-4403

5. Reason for annexation request: Well Ran Dry, No more water available

6. Number and types of structures on the property: 1

7. If residential, provide an estimate of the number of persons expected to be living on site at the time of annexation *(for U.S. Census reports)*: 2

8. Copy of recorded deed (attach to application).

9. Boundary survey or location map (attach to application).

10. Application for Rezoning and Future Land Use Map Amendment (attach to application).

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): _____

12. Three hundred five dollar ($305.00) application fee (checks payable to *City of Palatka*)

13. This application submitted by:

Signature of owner(s): _____

Print owner(s) name(s): VAN DER LEE, YVONNE

Address of owner(s): 2104 HUSSON AVE
PALATKA FL 32177

Telephone: 546 4403

STATE OF FLORIDA
County of Putnam

Before me this day personally appeared Yvonne Van Der Lee who executed the foregoing application and acknowledged to and before me that she executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this 29 day of March A.D. 2007.

My commission expires:

Notary Public
State of Florida at Large

LORI-JEAN RAMEY
Notary Public - State of Florida
My Commission Expires Oct 5, 2010
Commission # DD 602870
Bonded Through National Notary Assn.

Case Number: _____
Date Filed: _____

CITY OF PALATKA
APPLICATION FOR REZONING AND/OR AMENDING THE FUTURE LAND USE MAP (Small Scale)

Please provide all of the following information and return to:

City of Palatka Building Dept.
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 2104 HUSSON AVE PALATKA FL

2. Property Appraiser parcel #: _____

3. Total acres to be considered as part of this request: _____

4. The names and addresses of all owners as shown in the Putnam County public records:
   Y. VANDER LEE, 2104 HUSSON AVE PALATKA FL 32177

5. Current zoning designation: County R-1A Requested zoning designation: City R1-A

6. Current land use designation: County LLR Requested land use designation: City Low Density Residential

7. Reason for rezoning/land use amendment request: Annexation

8. Number and types of structures on the property: SINGLE FAMILY WOOD FRAME

9. Copy of recorded deed (attach to application).

10. Boundary survey or location map (attach to application).

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): _____

_____

12. Select and attach appropriate application fee (checks payable to *City of Palatka*):

___ $130.00 (rezoning only)
✓ $240.00 (rezoning with small scale land use amendment)

13. This application submitted by:

Signature of owner(s): _____

Print owner(s) name(s): YVONNE VAN DER LEE

Address of owner(s): 2104 HUSSON AVE
PALATKA FL. 32177

Telephone: 326 4403

STATE OF FLORIDA

County of Putnam

Before me this day personally appeared Yvonne Van Der Lee who executed the foregoing application and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 6th day of April A.D. 2007.

Lori-Jean Ramey

Notary Public

State of Florida at Large

My commission expires: 10/5/10.

LORI-JEAN RAMEY
Notary Public - State of Florida
My Commission Expires Oct 5, 2010
Commission # DD 602870
Bonded Through National Notary Assn.

TO: CITY OF PALATKA,

I, YVONNE VAN DER LEE, RESIDING AT 2104 HUSSON AVE, PALATKA, FL. 32177.
DO HEREBY PETITION TO BE ANNEXED TO CITY WATER AS MY WELL THAT HAS SERVICED MY WATER NEEDS HAS RUN DRY.
I HAVE NO WATER SINCE MARCH 20, 2007 AND HOPE THAT THE CITY OF PALATKA WILL GRANT MY REQUEST FOR CITY ANNEXATION TO ITS WATER SERVICE.

Yvonne Van Der Lee
MRS. Y. VAN DER LEE.

2007 Interim Property Information for Parcel: 13-10-26-6790-0000-0130

2006 Certified Tax Collector Information

Van Der Lee Yvonne

2104 Husson Ave
Palatka Fl 32177-6511 (**Putnam County GIS Interactive Mapping**)

Parcel 911 Addresses

2104 Husson Av, Palatka (**MapQuest map**)

Detail Information for Parcel: 13-10-26-6790-0000-0130

Property Use:	Single Family Residential	Structures:	1
Mobile Homes: ?	0	MH Unextended:	0
Census Tract:	950900	Census Block:	5006
Total Acreage:	0.33	Location:	Putnam County

Property Legal Description

ORMAN LEIGH ESTATES MB4 P157 LOT 13

Parcel Sales Data

Book	Page	Instrument	Month	Year	QSCD	Price
0614	1640	Corrective Quit Claim Deed	November	1992	01 I	$100
0614	1641	Affidavit	November	1992		$0
0613	0287	Quit Claim Deed	October	1992	01 I	$100
0574	0671	Quit Claim Deed	December	1990	01	$100
0529	0481	Death Certificate	August	1988	01	$0
0529	0483	Warranty Deed	August	1988	01	$52000
0357	0926	Warranty Deed	March	1978		$47300

Land Data

Units	Descriptions
75.00	Residential Front Feet

Zoning Data

Department	Code	Descriptions
Putnam County	R-1A	Residential, Single-Family

Future Land Use Map (FLUM)

Code	Descriptions
UR	Urban Reserve

Structure Data

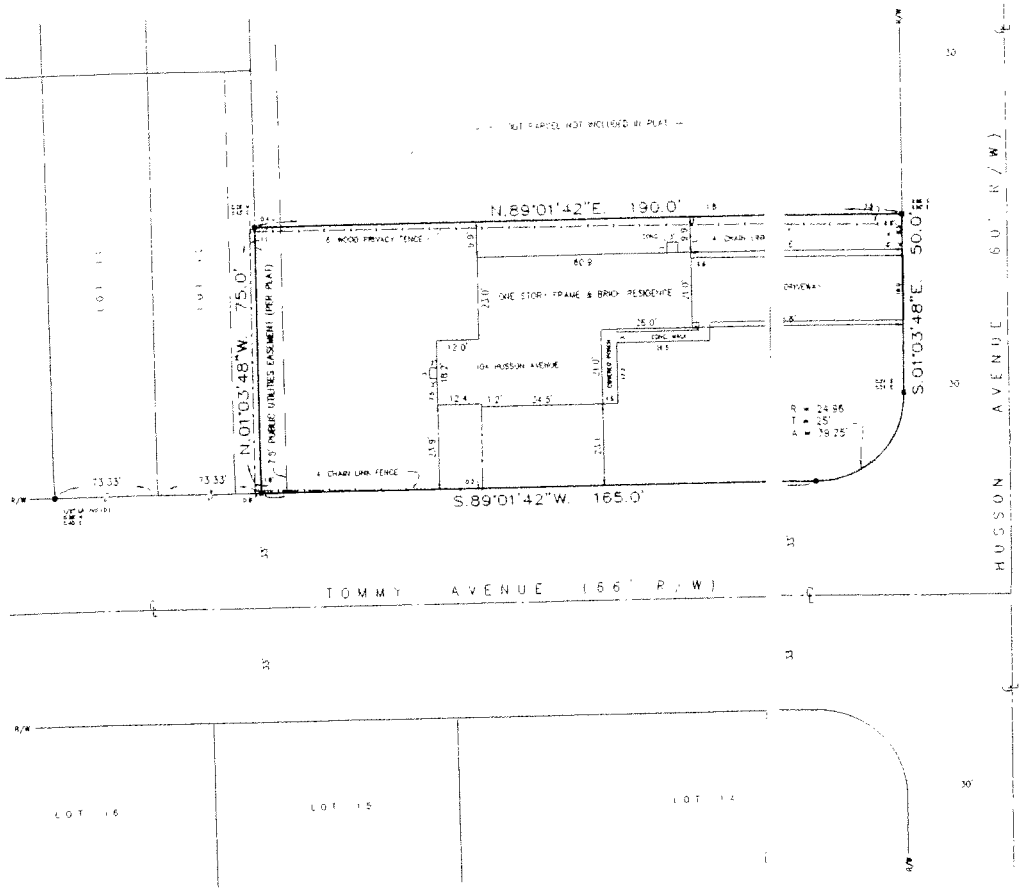
Type	Year	Area	Square Feet
Single Family	1977	BASE	1770
		OPF	84
		GRF	462

Notice:

NOTICE - This is an interim Putnam County file. Property assessment information will not be displayed until it is certified in October.

Click **here** to do another search or use your browser's back button to return to previous search results.

MAP SHOWING BOUNDARY AND IMP VEMENT LOCATION SURVEY



DESCRIPTION (BY CLIENT)
LOT 13, ORMAN-LEIGH ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 4 PAGE 157 OF THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA

N

SCALE 1" = 20'

PREPARED FOR AND CERTIFIED TO:
YVONNE VANDERLEE,
BARNETT BANK OF THE ST. JOHNS;
PALATKA ABSTRACT & TITLE
GUARANTY CO., INC.,
MERIDIAN TITLE INSURANCE CO.
JAY D. ASBURY, ESQ

0 5 10 20 40 60 80
GRAPHIC SCALE

LEGEND:

Δ - DENOTES DELTA (CENTRAL) ANGLE
R - DENOTES RADIUS
A - DENOTES ARC LENGTH
C - DENOTES CHORD LENGTH
P.R.C. - DENOTES POINT-OF-REVERSE-CURVATURE
P.R.M. - DENOTES PERMANENT REFERENCE MONUMENT
P.C. - DENOTES POINT-OF-CURVATURE
P.T. - DENOTES POINT-OF-TANGENCY

SURVEYOR'S NOTES

REVISIONS

NEW BUSINESS

Case PB 07-18 **Address:** 105 Williams Street (01-10-26-5200-0200-0110)
Applicant: Robert and Janet Walker

Request: To annex into the City of Palatka, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential) to City R 1-A (single family residential)

(Public Hearing)

Ms. Lennard, a neighbor of the applicants, asked why she received a letter and asked if this request would affect her in any way.

Ms. Banks advised that notification to surrounding property owners is a requirement of this type of request, and advised that this request would not affect her property.

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to annex into the City of Palatka, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential) to City R 1-A (single family residential). All present voted affirmative, motion carried.

Case PB 07-17 **Address:** 2104 Husson Avenue (13-10-26-6790-0000-0130)
Applicant: Yvonne Van Der Lee

Request: To annex into the City of Palatka city limits, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district)

(Public Hearing)

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to annex into the City of Palatka city limits, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district) All present voted affirmative, motion carried.

Case 09-01 **Downtown Riverfront and Downtown Business District**

Request: To amend the Downtown Riverfront and Downtown Business Zoning Districts to exclude those parcels abutting St. Johns Avenue from the Conditional Use allowance for single-family dwellings.

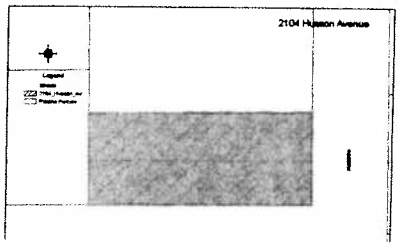
NOTICE OF ANNEXATION

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, at the next regular meeting to be held at 6:00 p.m. on the 14th day of May, 2009, at City Hall, Palatka, Florida, will consider the enactment of Ordinance No. 09-12 annexing the following described property into the corporate limits of the City and redefining the boundary lines of the City of Palatka to include said property. The property is described as approximately .33 acres of improved property in Section 13, Township 10 South, Range 26 East, located at 2104 Husson Avenue, Palatka, Putnam County. A map is attached hereto and a copy of the Ordinance containing a copy of the legal description can be obtained from the Office of the City Clerk at City Hall.

All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK



NOTICE OF ANNEXATION

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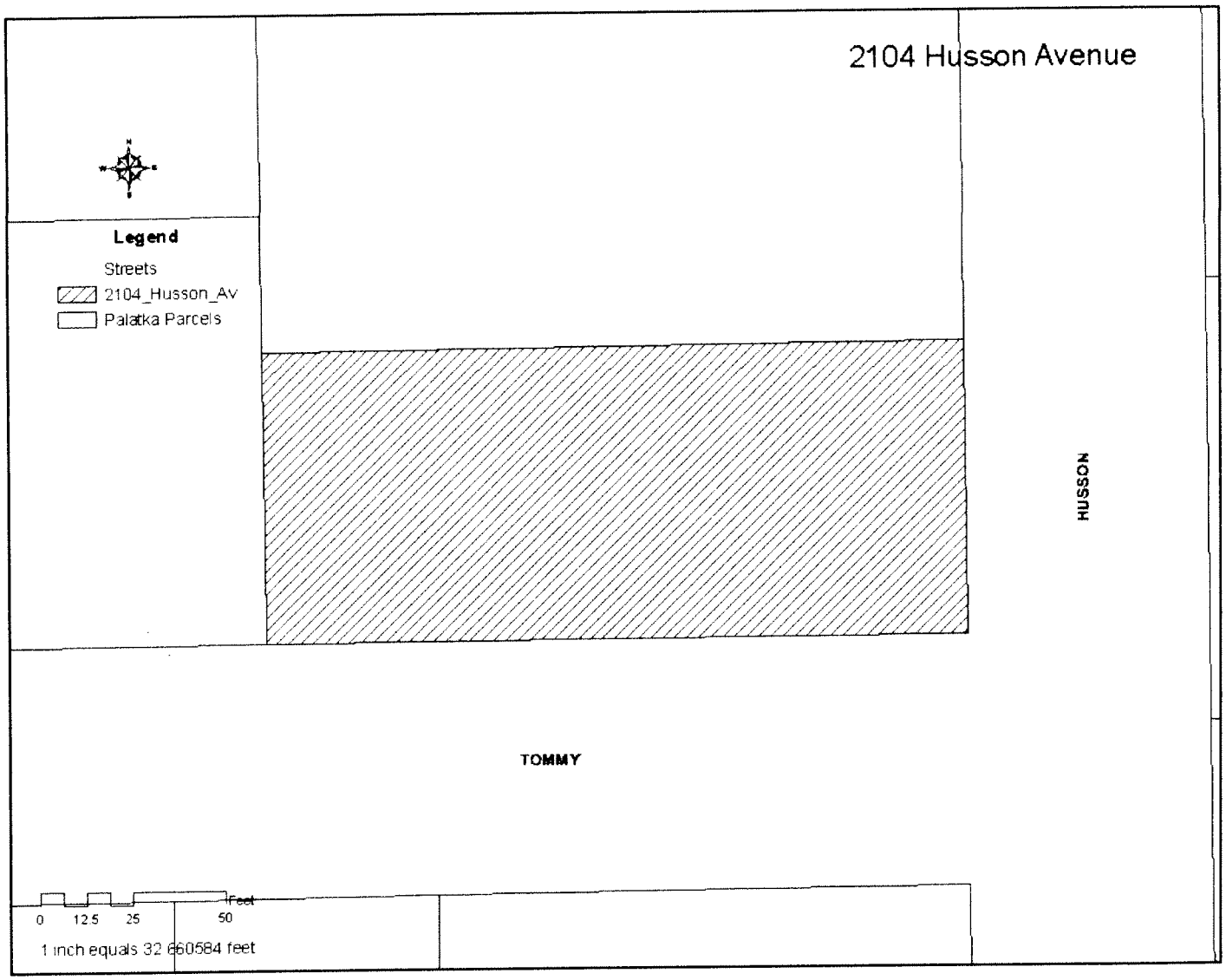
All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK

DISPLAY ADVERTISEMENT – 2 x 6 -- run w/ map on file
Run Dates: 05/01/09 and 05/08/09
PROOF OF ADVERTISEMENT REQUESTED
Betsy J. Driggers
City of Palatka
201 N. 2nd Street
Palatka FL 32177
phone 386-329-0100
fax 386-329-0106


2104 Husson Avenue
Legend
Streets
2104_Husson_Av
Palatka Parcels
HUSSON
TOMMY
0 12.5 25 50
Feet
1 inch equals 32.660584 feet

Agenda Item

7

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Adoption of an ordinance annexing 105 Williams Street into the City, adoption of a related ordinance changing the future land use designation from Putnam County Urban Service to City of Palatka Low Density Residential, and the first reading of an ordinance changing the zoning from Putnam County R1-A to City of Palatka R1-A.

DEPARTMENT: Building & Zoning

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS

1. An Ordinance of the City of Palatka annexing 105 Williams Street
2. An Ordinance of the City of Palatka amending the future land use designation from Putnam County Urban Service to City of Palatka Low Density Residential.
3. An Ordinance of the City of Palatka changing the zoning from Putnam County R1-A to City of Palatka R1-A.
4. February 3, 2009, Planning Board Minutes.
5. February 3, 2009, Planning Board Packet.

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

The identified purpose of these three applications is to allow City water due to failure of the applicant's well. This is a .11 acre parcel of land.

A public hearing was held by the Planning Board on February 3, 2009, at the applicant's request for annexation, change of future land use from County Urban Service to City Low Density Residential, and rezoning from Putnam County R1-A (Single Family Residential) to City of Palatka R1-A (Single Family Residential) . There was no public testimony. The Planning Board voted to recommend approval of the three requests.

RECOMMENDED ACTION:

Staff recommends approval of the attached annexation and future land use ordinances, and conducting the first public hearing on the related zoning ordinance. The second public hearing for the zoning ordinance is scheduled for May 28th, 2009.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

This instrument prepared by:
Jim Lee
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IN SECTION 1, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by all of the freehold owners of the property sought to be annexed, to wit:

Robert and Janet Walker

WHEREAS, Chapter 171.044, Florida Statutes, permits the annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

Section 2. NOW THEREFORE, be it enacted by the people of the City of Palatka, Florida, that the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY:

The Northerly 98.0 feet of Lots 11 and 12 of Block 20, in LEMON

STREET HEIGHTS, Waits and Johnson's Re-subdivision of Blocks 16, 17, 18, 19, 20, and 21 of McGregor's Subdivision of a part of Section 1, Township 10 South, Range 26 East, according to map of said Lemon Street Heights recorded in Map Book 2 on page 33 in the office of the Clerk of the Circuit Court of Putnam County, Florida

(Being tax parcel #01-10-26-5200-0200-0110)

Section 3. The property hereby annexed shall remain subject to the County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

This instrument prepared by:
Jim Lee
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP AND FUTURE LAND USE ELEMENT OF THE ADOPTED COMPREHENSIVE PLAN WITH RESPECT TO ONE PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE) AS DESCRIBED HEREINAFTER, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that any local government comprehensive plan amendments directly related to proposed small scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local comprehensive plan, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 80 acres by small scale amendments annually, and

WHEREAS, the Planning Board conducted a public hearing on February 3, 2009, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission conducted a public hearing on this amendment on May 14, 2009,

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

Section 1. Adopted Small Scale Amendment

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

TABLE 1

ADOPTED SMALL SCALE AMENDMENTS

Property Tax Number	Acreage	Current Land Use	Amended Land Use
01-10-26-5200-0200-0110	0.23	County Urban Service	City Low Density Residential

DESCRIPTION OF PROPERTY:

The Northerly 98.0 feet of Lots 11 and 12 of Block 20, in LEMON STREET HEIGHTS, Waits and Johnson's Re-subdivision of Blocks 16, 17, 18, 19, 20, and 21 of McGregor's Subdivision of a part of Section 1, Township 10 South, Range 26 East, according to map of said Lemon Street Heights recorded in Map Book 2 on page 33 in the office of the Clerk of the Circuit Court of Putnam County, Florida

(Being tax parcel #01-10-26-5200-0200-0110)

Section 3. Effect on the Comprehensive Plan

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

Section 4. Severability

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

Section 5. Effective date

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

City Clerk

This instrument prepared by:
Jim Lee
205 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09-____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 1, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, application has been made by the owner, Robert and Janet Walker, to the City for certain amendments to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on February 3,2009,and two public hearings before the City Commission of the City of Palatka on May 14,2009, and May 28,2009, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, now therefore,

Section 2. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of County R1-A(Single Family Residential) to City R-1A (Single Family Residential)

DESCRIPTION OF PROPERTY:

The Northerly 98.0 feet of Lots 11 and 12 of Block 20, in LEMON STREET HEIGHTS, Waits and Johnson's Re-subdivision of Blocks 16, 17, 18, 19, 20, and 21 of McGregor's Subdivision of a part of Section 1, Township 10 South, Range 26 East, according to map of said Lemon Street Heights recorded in Map Book 2 on page 33 in the office of the Clerk of the Circuit Court of Putnam County, Florida

(Being tax parcel #01-10-26-5200-0200-0110)

Section 3. All ordinances in conflict with the terms and provisions of this ordinance are hereby specifically repealed.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of May, 2009.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

PLANNING AND ZONING STAFF REPORT

February 3, 2009

APPLICATION: PB 07-18 – Annexation, Small-Scale Future Land Use Map Amendment to change the Future Land Use designation from County Urban Service to City Low Density Residential and Rezone from County R1-A (Single family residential district) to City R-1A (Single family residential district).

APPLICANT: Robert and Janet Walker

LOCATION: 105 Williams Street

Parcel #: 01-10-26-5200-0200-0110

A. BACKGROUND & ANALYSIS: On March 16, 2007 the applicant had requested City sewer due to the failure of their septic tank. They already had City water. Since this property is contiguous to the City limits to the east across Williams Street, annexation is a requirement. Because the City was not allowed to process annexations and Future Land Use amendments until it's Comprehensive Plan was in compliance, the applicant was allowed to connect to sewer prior to approval by the Planning Board and City Commission. The property's main access is Williams Street located off St. Johns Avenue.

Surrounding properties have future land use designations of County Urban Service north, south and west of the subject property and City Medium Density Residential to the east. The zoning pattern of the site and surrounding area is County R1-A to the north, south and west and City R-2 to the east. The existing land use pattern in the area is single family residential.

SURROUNDING LAND USE AND ZONING:

	Future Land Use Designation	Zoning	Current Land Uses
North	Urban Service	R1A (Putnam)	Vacant
South	Urban Service	R1A (Putnam)	Single Family Residence
East	Medium Density Residential	R-2	Single Family Residence
West	Urban Service	R1A (Putnam)	Single Family Residence

B. COMPLIANCE WITH CHAPTER 171, FLORIDA STATUTES, ANNEXATIONS

The request is to annex .23 acres into the City. The subject property is located at 105 Williams Street. Properties directly north, east, and west of the site is County.

The proposed annexation does not create an enclave and meets the criteria identified in Section 171.043, Florida Statutes. This includes being contiguous to the City's boundaries at this time, is reasonably compact, is not included within the boundary of another incorporated municipality, and is intended to be developed for urban purposes because of the availability of City sewer and water lines that are contiguous to the property.

This request is a voluntary annexation and meets the criteria identified in Section 171.044, Florida Statutes, as it relates to being contiguous to the City, and reasonably compact. Following a recommendation from the Planning Board, an appropriately prepared ordinance will be considered by the City Commission after the correct advertising and scheduling of public hearings.

STAFF RECOMMENDATION: Approval of the annexation request.

C. COMPLIANCE WITH THE CITY OF PALATKA COMPREHENSIVE PLAN

The Existing Land Use Designation: The existing Future Land Use is County Urban Service which recognizes areas where urban infrastructure, such as central water, sewer, stormwater systems, paved major roads, exists or is programmed and available for more urban type of development. Although agricultural activities are allowed as a holding land use, this land use designation allows a broad mix of residential, commercial, industrial, public facility and recreation uses. Residential development can achieve a density of up to 9 dwelling units per acre, the highest in Putnam County, with adequate density bonus points.

The Proposed Land Use Designation:

Policy A.1.9.3.A.1 (9J-5.006(3)(c)7)
Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types. Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Future Land Use Element

Objective A.1.1 (9J-5.006(3)(b)1; F.S. 187-201 (161)(1)(5)
Upon Plan adoption, the City shall coordinate future land uses with the appropriate topography, adjacent land uses, soil conditions, and the availability of facilities and services.

Policy A.1.1.3 (9J-5.006(3) (c) 3)
The City shall as a condition of issuing a building permit or other development order, require proposed developments to hook up to the City central sewer systems in accordance with the revised City zoning code and subdivision regulations based upon Chapter 381, F.S. and Division 64E, FAC.

STAFF ANALYSIS: The site is built out as a single-family residence which is consistent with the residential uses on Williams Street. City water & sewer lines have been run to the property and there is sufficient capacity to maintain existing level of service standards. In the Traffic Circulation Element, Public Facilities Element, Recreation and Open Space Element and Public Schools Facilities Element sections of this staff report we will evaluate each adopted level of service standard for this site related to a maximum density of up to 5 dwelling units per acre.

Traffic Circulation Element

Objective B.1.1 (9J-5.007(3)(b)1)
Upon plan adoption, the City shall provide for a safe, convenient and efficient motorized and non motorized transportation system by correcting, to the maximum extent feasible, all existing roadway deficiencies identified in this plan and maintain acceptable operating conditions in the future on a priority basis.

Policy B.1.1.1 (9J-5.007(3)(01))
The State-wide minimum acceptable operating Level of Service (LOS) standards for the State Highway System and City Street System shall be the base LOS standards listed herein, except for those conditions provided in Policies 1.1.1.A. and 1.1.1.B.

STAFF ANALYSIS: This segment of Williams Street is a City maintained road that serves as a collector with an adopted level of service of D.

Public Facilities Element

Objective D.1.1 (9J-5.011(2)(b)2)
Upon Plan adoption, the City of Palatka shall enforce adopted Concurrency Management System procedures to ensure that at the time a building permit or other development order is issued, infrastructure facility capacity is available to meet the demand of development without lowering adopted Levels of Service Standards (LOSS).

Policy D.1.1.1 (9J-5.011(2) (c)2)
The following level of service standards shall be the basis for determining the availability of facility capacity against the demand generated by development.
A1. Potable Water, Residential: 130 gallons per capita per day
B1. Central Sanitary Sewer System, Residential: 125 gallons per capita per day
C. Solid Waste: 6.4 lbs/person/day
D. Drainage Facilities: City of Palatka and Ravine State gardens Stormwater Quality Master Plan and minimum requirements of the St. Johns River Water Management District.

Policy D.1.1.2 (9J-5.011 (2)(c)2)
All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

STAFF ANALYSIS: This is an existing single-family dwelling that will not exceed the level of service standards.
- Potable Water: 325 gallons per day multiplied by 2.5 persons per unit is 812.50 gallons per day. A new water plant will be going on line in January 2009 with a capacity of 6 million gallons per day. Current peak usage is approximately 3,200,000 gallons per day. Capacity exists for this home.
- Central Sanitary Sewer System, Residential: 125 gallons per capita per day multiplied by 2.5 person per unit = 312.50 gallons per day. Capacity exists for this home.
- Solid Waste – 6.4 lbs multiplied by 2.5 persons per unit is 16 lbs per day. Capacity exists for this home.
- Drainage: This house was constructed in the County. All drainage issues would have been handled through their permitting process.

Recreation And Open Space Element

Objective F.1.1 (9J-5.0143(3)(b)1
Upon plan adoption, the City shall implement the following policies to ensure public access to all identified recreational facilities.

Policy F.1.1.2 (9J-5.014(3)(c)3
The City shall adopt the following Level of Service Standards: Regional Park/ 1 acre per 50, Community Park/ 1 acre per 500, Neighborhood Park/ 1 acre per 500, Equipped Play and Tot Lot/ 1 Per 2,000, Baseball/Softball Fields/ 1 per 5,000, Football/Soccer Fields/ 1 per 6,000, Equipped Play area/ 1 play area per 10,000, Basketball Courts/ 1 per 5,000, Boat Ramp (Lanes)/ 1 lane per 5,000, Tennis Court/ 1 court per 2,000, Swimming Pools/1 pool per 25,000, Hiking (miles)/ 1 Mile per 6,750, and Picnic Areas (Tables) 1 Table per 6,000.

STAFF ANALYSIS: This house will generate an additional 2.5 people (2.5 persons per unit multiplied by 21 units). Capacity exists for all recreational Level of Service Standards for this additional population.

Public Schools Facilities Element

Objective 1.1.1 (9J-5.025(3)(b)1
The City of Palatka shall ensure the correction of existing school facility deficiencies to provide adequate student capacity, which shall not exceed the adopted level of service standards within the Putnam County School District and which will meet future capacity needs.

Policy 1.1.1.1 (9J-5.025(3)(c)7
The City of Palatka hereby adopts LOSS for Schools of 100% based on permanent FISH capacity for all school types (Elementary, Middle and High)

STAFF ANALYSIS: Phil Leary, the consultant for the Putnam County School District has indicated this single family already exists and will not need to be analyzed for concurrency.

STAFF RECOMMENDATION: Staff recommends approval to change the Future Land Use designation from County Urban Service to City Low Density Residential

D. COMPLIANCE WITH THE PALATKA MUNICIPAL CODE, REZONING REQUEST

Rezoning requirements
When pertaining to the rezoning of land, the report and recommendations of the Planning Board to the City Commission shall show that the Planning Board has studied and considered the proposed change in relation to the following, where applicable (from Sec. 94-38(f)(1) of the Palatka Municipal Code):

a. Whether the proposed change is in conformity with the comprehensive plan.

   STAFF ANALYSIS: The applicant requests rezoning to City R-1A (Single family residential district) from County R1-A (Single family residential district.) The proposed change is in conformance with the comprehensive plan as stated in the above comp plan review and is consistent with both the City and County land use designations for single family dwellings.

This zoning category is consistent with the requested Low Density Residential Future Land Use Map designation. The current land use designation is Putnam County Urban Service.

b. The existing land use pattern.

STAFF ANALYSIS: This rezoning request to City R-1A (Single family residential district) is consistent with the existing land use pattern in the area which is residential development. This request changes the zoning jurisdiction from County to City to accompany the annexation and future land use map amendment request.

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

STAFF ANALYSIS: This rezoning request will not create an isolated district since the City and County have adjacent parcels with residential zoning that allow residential uses. The County's setbacks are similar to the City's but are slightly more restrictive.

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

STAFF ANALYSIS: This parcel is built out as a single-family residence and will not overtax public services.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

STAFF ANALYSIS: Staff has no information to indicate that existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

STAFF ANALYSIS: In order to obtain water and sewer services, the applicant was required to annex, amend the Future Land Use map and rezone since the property is contiguous to the city limits. The proposed amendment is necessary to comply with these requirements.

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

STAFF ANALYSIS: This change is consistent with the existing conditions of the neighborhood.

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

STAFF ANALYSIS: This site is already developed as a single family residence and has not created or caused the LOSS to be exceeded for this portion of

Williams Street which is designated as a minor collector with an adopted level of service D.

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

STAFF ANALYSIS: This site is built out as a single-family residence. If any additions are made, drainage will be addressed in plan review.

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

STAFF ANALYSIS: This site is built out.

k. Whether the proposed change will adversely affect property values in the adjacent area.

STAFF ANALYSIS: It is not anticipated that this rezoning request will adversely affect property values.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

STAFF ANALYSIS: Staff does not have any information to indicate that the proposed zoning change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations. Adjacent property owners were notified of this rezoning request and have the opportunity to appear before the Planning Board.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

STAFF ANALYSIS: This rezoning request does not constitute a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

STAFF ANALYSIS: The existing zoning is County zoning. With the proposed requests for annexation and a City future land use designation, it is appropriate to change the zoning to a consistent City zoning designation.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

STAFF ANALYSIS: This change is not out of scale with the needs of the neighborhood or City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

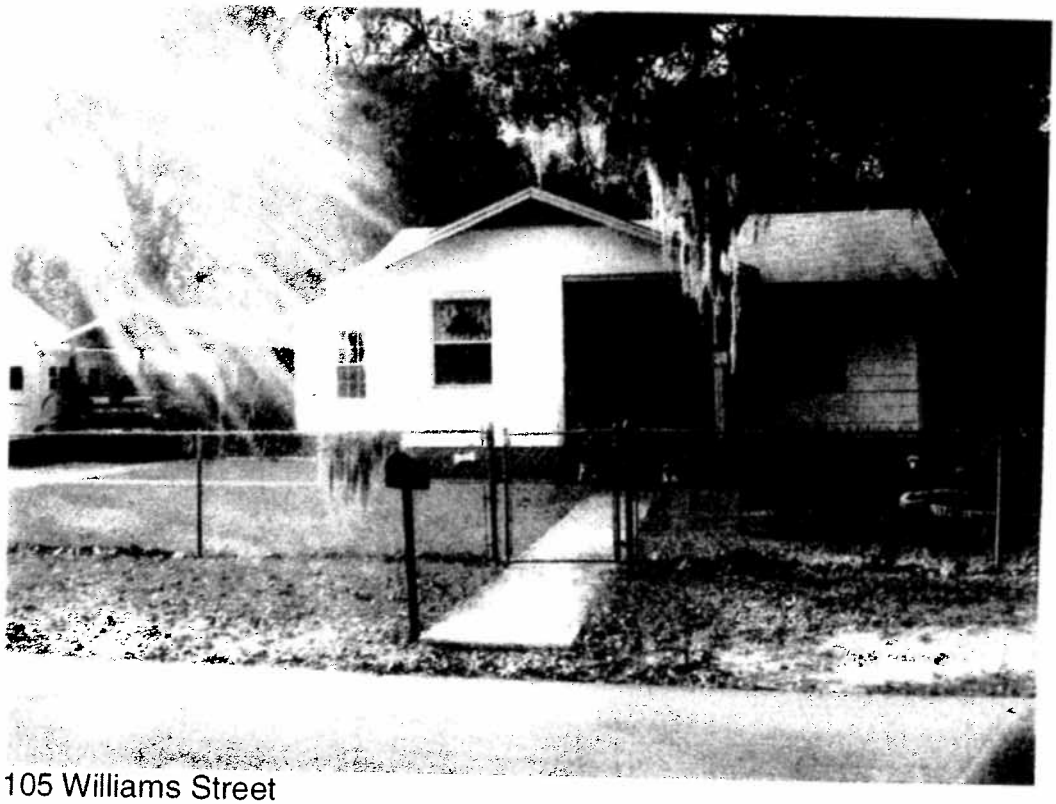
STAFF ANALYSIS: There may be other sites in the City that could accommodate the projected use however, this site is already developed as a residence and the annexation along with the future land use amendment and zoning change is required in order to obtain sewer service.

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

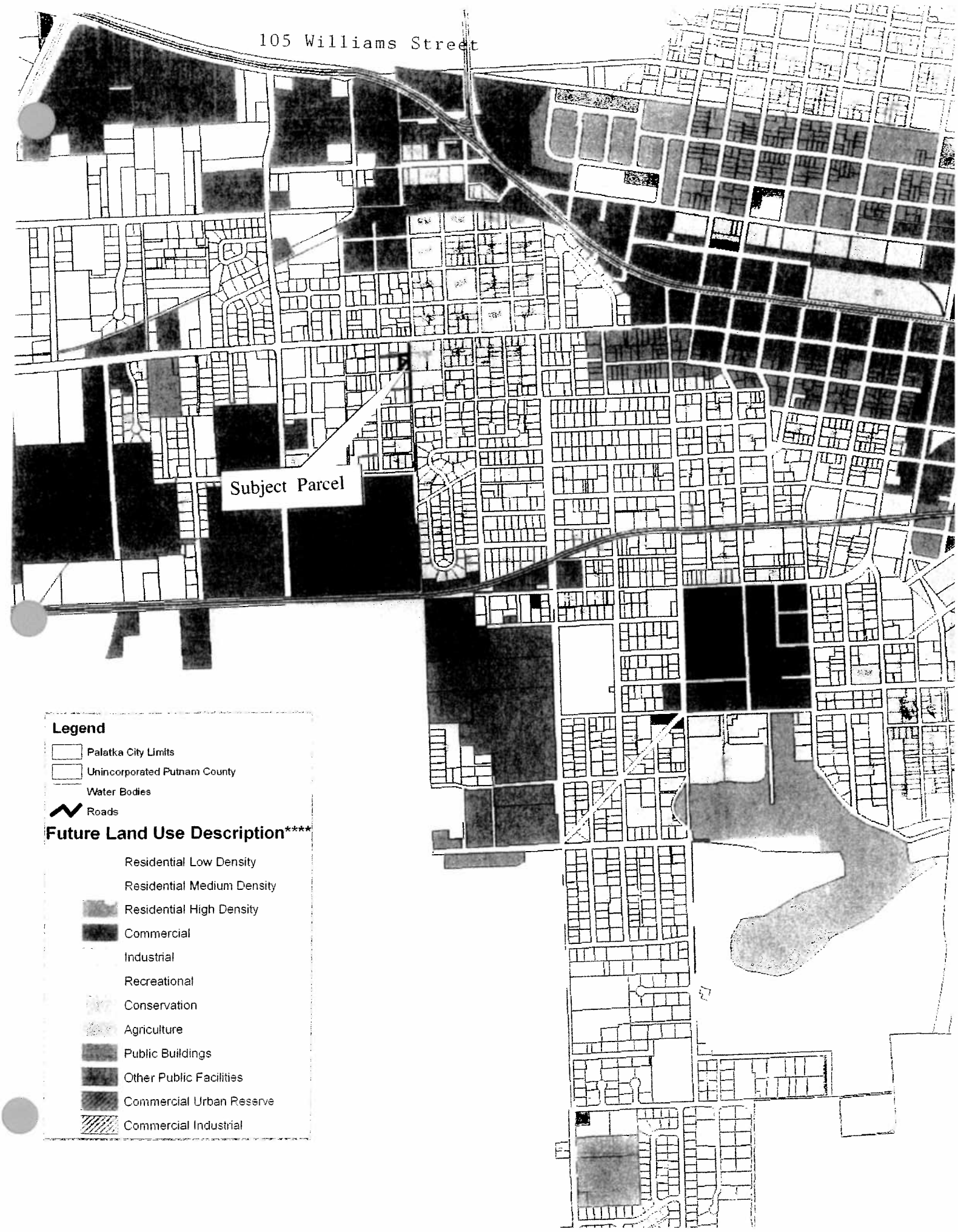
STAFF ANALYSIS: This parcel is not located in a Historic District.

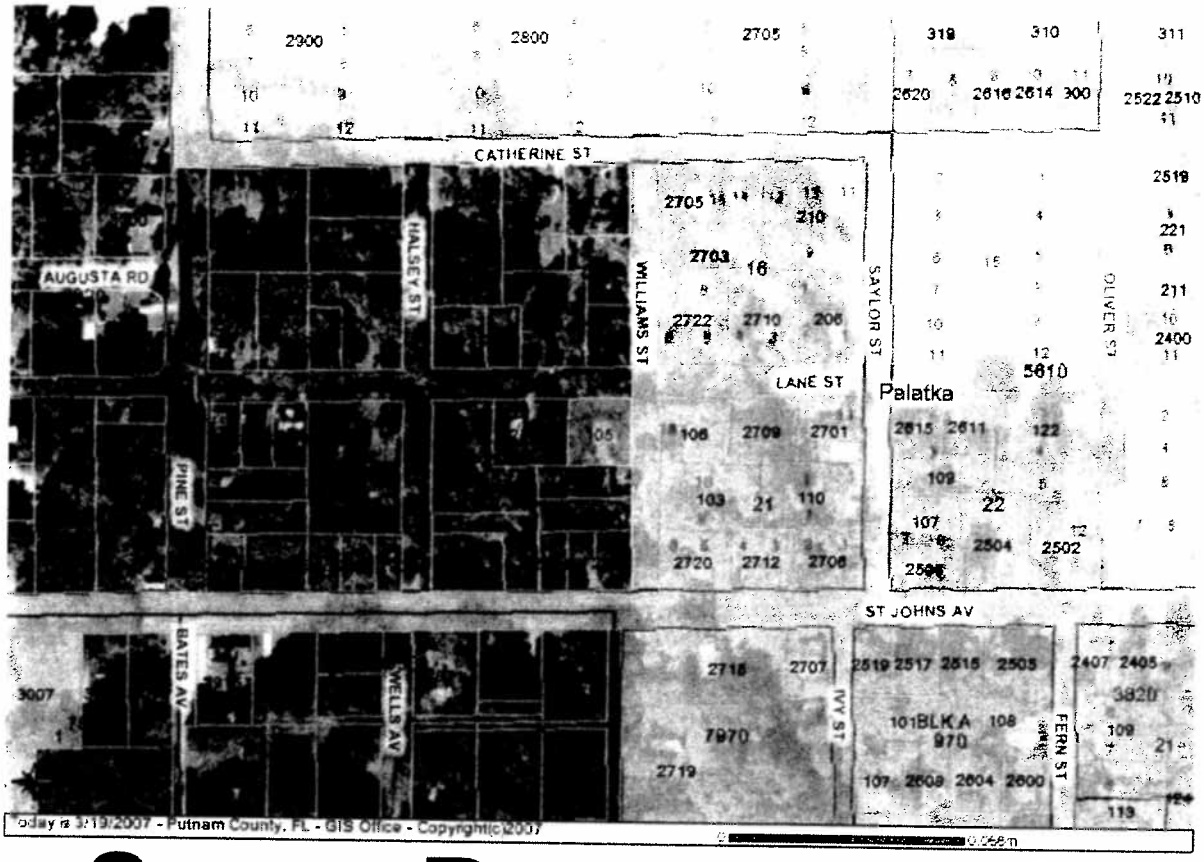
STAFF RECOMMENDATION: Staff recommends approval of the requested zoning change from County R1-A (Single family residential district) to City R-1A (Single family residential district). The request complies with the rezoning criteria provided in the Palatka Municipal Code.

E. Photographs



105 Williams Street


105 Williams Street
Subject Parcel
Legend
Palatka City Limits
Unincorporated Putnam County
Water Bodies
Roads
Future Land Use Description****
Residential Low Density
Residential Medium Density
Residential High Density
Commercial
Industrial
Recreational
Conservation
Agriculture
Public Buildings
Other Public Facilities
Commercial Urban Reserve
Commercial Industrial



Sewer Request

105 Williams St.

Legend

Putnam County GIS Office
P.O. Box 307
Palatka, FL 32178-0307

3/19/2007 2:19:49 PM

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

STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

Notice is hereby given that t

Was published in said newspaper 1 time(s) with said publication being made on the following dates:

01/16/2009

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Jeannette Eveland

Sworn to and subscribed to before me this 16th day of January, 2009 by Jeannette Eveland, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

Mary Kaye Wells

Mary Kaye Wells, Notary Public
My commission expires July 22, 2011

Notary Seal
Seal of Office:

MARY KAYE WELLS
MY COMMISSION # DD 654041
EXPIRES: July 22, 2011
Bonded Thru Notary Public Underwriters

____ Personally known to me, or
____ Produced identification:
✓ Did take an oath

PUBLIC NOTICE

Notice is hereby given that the CITY OF PALATKA PLANNING BOARD will hold a public hearing on February 3, 2009 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

A request to annex into the City of Palatka city limits, to rezone from County R 1-A (single family residential) to City R 1-A (single family residential) and to amend the Future Land Use Map from County Urban Service to City Low Density Residential

Location: 105 Williams Street (01-10-26-5200-0200-0110)

Owner: Robert and Janet Walker

Case: PB 07-18

All interested parties are invited to attend this public hearing.

Deborah Banks
Assistant Planning Director

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, THAT INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AT THE EXPENSE OF THE APPELLANT. F.S. 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING & ZONING DEPARTMENT AT (386)329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

Legal No. 04542511
01/16/2009

RECEIVED
JAN 2 2 2009
BY: _____

City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172

As an owner of adjacent property, you are hereby notified of a pending action before the Planning Board which may be of concern to you:

PUBLIC NOTICE

Notice is hereby given that the **CITY OF PALATKA PLANNING BOARD** will hold a public hearing on **February 3, 2009** at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

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PB07-18
LORETTA A TUCKER
11542 JOANCE LN
JACKSONVILLE FL 32223

PB07-18
LUIS A CEDENO
2810 LANE ST
PALATKA FL 32177

PB07-18
ANDRE G + MARGUERITE A GABORIA
PO BOX 2441
PALATKA FL 32178

PB 07-18
Sandra M + Timothy N Headley
105 Halsey St.
Palatka, FL 32177

PB07-18
RUSSELL E JR + ANITA L THOMAS
125 WASHINGTON ST
ST AUGUSTINE FL 32084

PB07-18
CHERRY LEONARD
2805 LANE ST
PALATKA FL 32177

PB07-18
WILLIAM E + DOROTHY Z WISE
2104 GOLF DR
PALATKA FL 32177

PB07-18
JOSEPH T+ROSE MARIE SARA AGIUS
PO BOX 310
SATSUMA FL 32189

PB 07-18
Martin & Kimberly Scott
104 Williams St.
Palatka, FL 32177

PB07-18
JEB + FALYN TEUTON
102 WILLIAMS ST
PALATKA FL 32177

PB07-18
EDDIE L + DEBRA L JOHNSON
PO BOX 1115
PALATKA FL 32178

PB07-18
CLEVELAND WOODROW SHEPPARD
103 WILLIAMS ST
PALATKA FL 32177

PB07-18
LEW A JR MERRYDAY
425 N PALM AVE
PALATKA FL 32177

PB07-18
G LEE SCHUMACHER
2722 LANE ST
PALATKA FL 32177

PB 07-18
June T. Roberds
2804 St. Johns Ave.
Palatka, FL 32177

RECEIVED
JUN 11 2007
Case BY: 07-13
Date Filed

CITY OF PALATKA
PETITION FOR VOLUNTARY ANNEXATION

Please provide the following information and return to: *City of Palatka Building & Zoning Dept.*
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 105 Williams St Palatka

2. Property Appraiser parcel #: 01-10-26-5200-0200-0110

3. Total acres to be considered as part of this request: _____

4. The names and addresses of all owners as shown in the Putnam County public records:
Robert + Janet Walker
105 Williams Street, Palatka, Fl.

5. Reason for annexation request: City Sewer

6. Number and types of structures on the property: 1 residential

7. If residential, provide an estimate of the number of persons expected to be living on site at the time of annexation *(for U.S. Census reports)*: 2

8. Copy of recorded deed (attach to application).

9. Boundary survey or location map (attach to application).

10. Application for Rezoning and Future Land Use Map Amendment (attach to application).

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): William Walker 954-587-0100

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): William Walker
5041 S. State Rd 7 #415 Davie, Fl 33314

12. Select and attach appropriate application fee (checks payable to *City of Palatka*):

__ $130.00 (rezoning only)
$240.00 (rezoning with small scale land use amendment)

13. This application submitted by:

Signature of owner(s): Robert Walker Janet Walker
Print owner(s) name(s): Robert Walker Janet Walker
Address of owner(s): 105 Williams Street
Palatka, Fl.
Telephone: 386-328-4165

STATE OF FLORIDA
County of Putnam

Before me this day personally appeared Robert + Janet Walker who executed the foregoing application and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of May A.D. ~~199~~ 2007

Susan Jones

My commission expires:

Notary Public
State of Florida at Large

SUSAN JONES
MY COMMISSION # DD 275203
EXPIRES: February 1, 2008
Bonded Thru Notary Public Underwriters

Case Number 07-18
Date Filed: ____

CITY OF PALATKA
APPLICATION FOR REZONING AND/OR AMENDING THE FUTURE LAND USE MAP (Small Scale)

Please provide all of the following information and return to:

City of Palatka Building Dept
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 105 Williams Street Palatka, Fl.

2. Property Appraiser parcel #: 01-10-26-5200-0200-0110

3. Total acres to be considered as part of this request: ____

4. The names and addresses of all owners as shown in the Putnam County public records: Robert + Janet Walker

5. Current zoning designation: County R1A Requested zoning designation: City R1-A

6. Current land use designation: US (Urban Service) Requested land use designation: Low Density Res.

7. Reason for rezoning/land use amendment request: to establish City Sewer.

8. Number and types of structures on the property: 1 residental home

9. Copy of recorded deed (attach to application).

10. Boundary survey or location map (attach to application).

12 Three hundred five dollar ($305.00) application fee (checks payable to *City of Palatka*)

13 This application submitted by:

Signature of owner(s):	Robert Walker	Janet Walker
Print owner(s) name(s):	Robert Walker	Janet Walker
Address of owner(s):	105 Williams St Palatka, Fl.	105 Williams St Palatka Fl.
Telephone:	386 328 4165	386 328 4165

STATE OF FLORIDA
County of Putnam

Before me this day personally appeared Robert + Janet Walker who executed the foregoing application and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this 16 day of May A.D. ~~199~~ 2007

My commission expires:

Susan Jones
Notary Public
State of Florida at Large

SUSAN JONES
MY COMMISSION # DD 275203
EXPIRES: February 1, 2008
Bonded Thru Notary Public Underwriters

FL 217302 B 632 P 970
CO:PUTNAM ST:FL

WARRANTY DEED

Made this 30th day of August, 1993, **BETWEEN, ELOISE C. WALKER,** A single woman, whose post office address is 121 Williams Street, Palatka, Florida 32177, **GRANTOR** and **ROBERT ALLEN WALKER and JANET E. DAVIDSON WALKER,** Husband and Wife, whose post office address is 121 Williams Street, Palatka, 32177, of the County of Putnam, State of Florida, **GRANTEES,**

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable consideration to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantees, and Grantees' heirs, successors and assigns forever, the following described land, situate, lying and being in Putnam County, Florida, to-wit:

The Northerly 98.0 feet of Lots 11 and 12 of Block 20, in LEMON STREET HEIGHTS, Waits and Johnson's Re-subdivision of Blocks 16, 17, 18, 19, 20 and 21 of McGregor's Subdivision of a part of Section 1, Township 10 South, Range 26 East, according to map of said Lemon Street Heights recorded in Map Book 2 on Page 33 in the office of the Clerk of the Circuit Court of Putnam County, Florida.

TAX I.D. NO. - 01-10-26-5200-0200-0110

Reserving nevertheless in the Grantor a life estate, personal to her, in and to the above described properties.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seals the day and year first above written.

Signed, Sealed and Delivered
in our presence:

Witnesses as to Mrs. Walker

Eloise C. Walker
ELOISE C. WALKER

DOC STAMPS .70
INTANG TAX .00

Documentary Tax PD. $ .70
Certificate # 54-0000000-00-01
EDWARD L. BROOKS, Clerk of Circuit Court
By Linda L. Robert

FL 217302 B 632 P 971
CO:PUTNAM ST:FL

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this 30th day of August, 1993, the foregoing instrument was acknowledged before me by ELOISE C. WALKER, A single woman, who is personally known to me or who has produced a Florida Driver's License as identification and who did take an oath.

OFFICIAL SEAL
LANA K. BUNTON
MY COMMISSION EXPIRES
OCTOBER 25, 1994

Notary Public
Commission No. CC057259

Lana K. Bunton
Name of Notary typed, printed or stamped

Grantees' Tax I. D. Number Information:

Robert Allen Walker _____

Janet E. Davidson Walker _____

This Instrument Prepared
by and Return To:
TITO S. SMITH
Attorney at Law
601 St. Johns Avenue
Palatka, Florida 32177

FILED AND RECORDED
DATE 09/01/93 TIME 09:49

ED BROOKS CLERK
CO:PUTNAM ST:FL

Detail Information for Parcel: 01-10-26-5200-0200-0110 **Tax Collector Info**

Just Value of Land:	$7200	Property Use:	Single Family Residential
Improvement Value:	$50669	Structures:	1
Market Value:	$57869	Mobile Homes: ?	0
Market Classified:	$0	MH Unextended:	0
Classified: ?	$0	Census Tract:	950700
Assessed Value:	$57869	Census Block:	3041
SOH Limitation:	$55801	Total Acreage:	0.23
School Exempt:	$25000	Exemptions: ?	HX ?
School Taxable:	$30801	Location:	Putnam County

Parcel 911 Addresses

105 Williams St, Palatka (MapQuest map)

Property Legal Description

LEMON ST HEIGHTS MB2 P33 BLK 20 LOTS 11 + 12

Parcel Sales Data

Book	Page	Instrument	Month	Year	QSCD	Price
0966	0101	Death Certificate	January	2004		$0
0632	0970	Life Estate Warranty Deed	September	1993	01 I	$100
0310	1721	Warranty Deed	August	1974		$12800

Land Data

Units	Descriptions
100.00	Residential Front Feet

Zoning Data

Department	Code	Descriptions
Putnam County	R-1A	Residential, Single-Family

Future Land Use Map (FLUM)

Code	Acreage	Descriptions
US	0.11	Urban Service

Structure Data

Type	Year	Area	Square Feet
Single Family	1947	BASE	856
		OPF	64
		UTF	80

Notice:

The information displayed is from the Final Taxroll which is certified each year in mid October and is updated annually. This information may not reflect the data currently on file in the Property Appraisers office

Click **here** to do another search or use your browser's back button to return to previous search results.

NEW BUSINESS

Case PB 07-18 **Address:** 105 Williams Street (01-10-26-5200-0200-0110)
Applicant: Robert and Janet Walker

Request: To annex into the City of Palatka, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential) to City R 1-A (single family residential)

(Public Hearing)

Ms. Lennard, a neighbor of the applicants, asked why she received a letter and asked if this request would affect her in any way.

Ms. Banks advised that notification to surrounding property owners is a requirement of this type of request, and advised that this request would not affect her property.

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to annex into the City of Palatka, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential) to City R 1-A (single family residential). All present voted affirmative, motion carried.

Case PB 07-17 **Address:** 2104 Husson Avenue (13-10-26-6790-0000-0130)
Applicant: Yvonne Van Der Lee

Request: To annex into the City of Palatka city limits, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district)

(Public Hearing)

(Regular Meeting)

Motion made by Randy Braddy and seconded by Clem Saccareccia to approve the request to annex into the City of Palatka city limits, amend the Future Land Use Map from County Urban Service to City Low Density Residential and rezone from County R 1-A (single family residential district) to City R 1-A (single family residential district) All present voted affirmative, motion carried.

Case 09-01 **Downtown Riverfront and Downtown Business District**

Request: To amend the Downtown Riverfront and Downtown Business Zoning Districts to exclude those parcels abutting St. Johns Avenue from the Conditional Use allowance for single-family dwellings.

NOTICE OF ANNEXATION

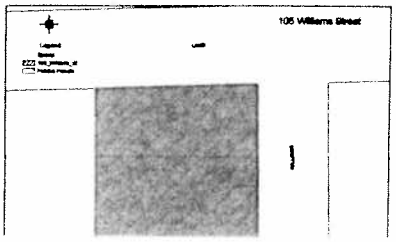
NOTICE is hereby given that the City Commission of the City of Palatka, Florida, at the next regular meeting to be held at 6:00 p.m. on the 14th day of May, 2009, at City Hall, Palatka, Florida, will consider the enactment of Ordinance No. 09-14 annexing the following described property into the corporate limits of the City and redefining the boundary lines of the City of Palatka to include said property. The property is described as approximately .23 acres of improved property in Section 1, Township 10 South, Range 26 East, located at 105 Williams Street, Palatka, Putnam County. A map is attached hereto and a copy of the Ordinance containing a copy of the legal description can be obtained from the Office of the City Clerk at City Hall.

Bold

All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK



Mary Kary
OK to run 4-30-09
Annexations

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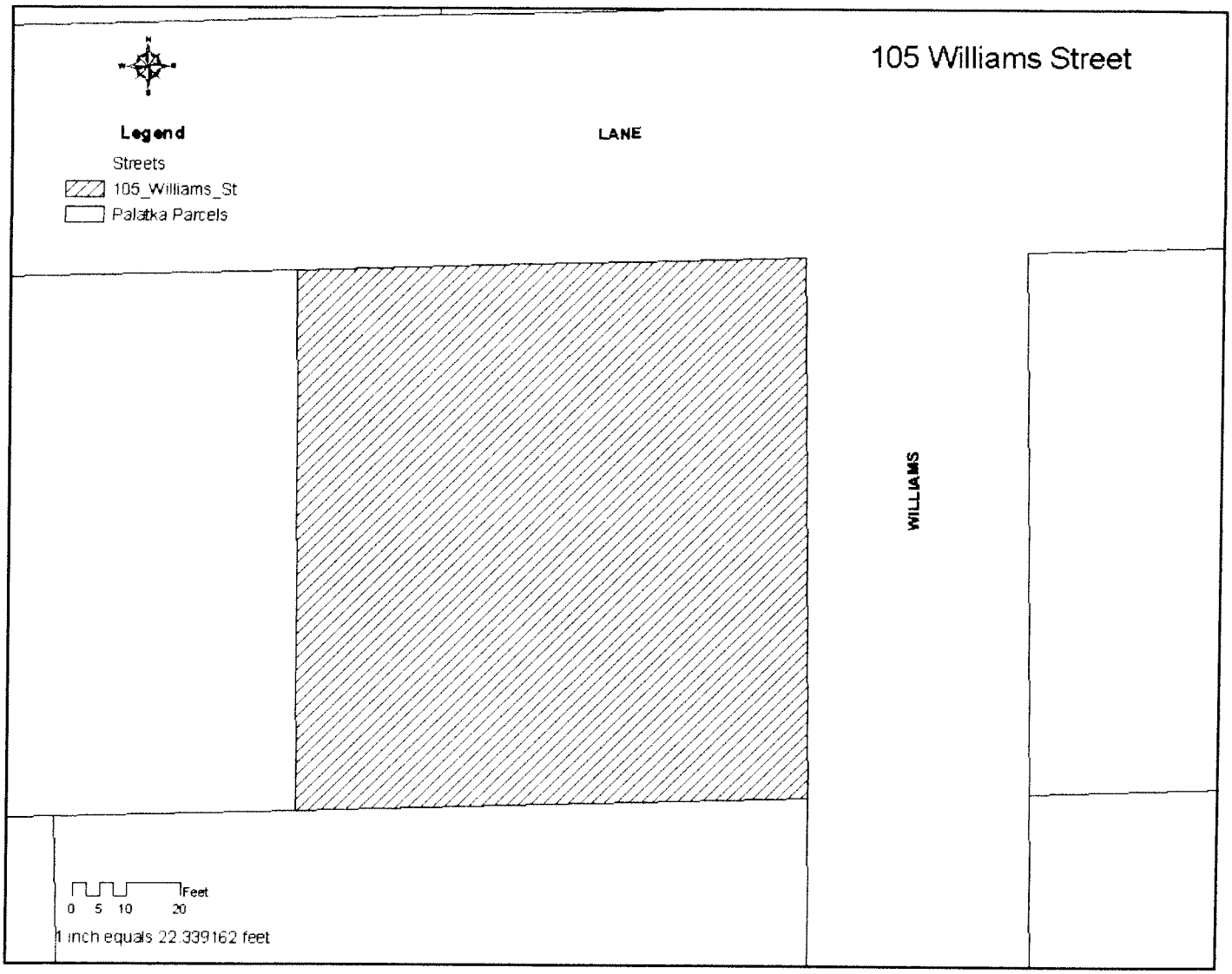
PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK

DISPLAY ADVERTISEMENT – 2 x 6 -- run w/ map on file
Run Dates: 05/01/09 and 05/08/09
PROOF OF ADVERTISEMENT REQUESTED
Betsy J. Driggers
City of Palatka
201 N. 2nd Street
Palatka FL 32177
phone 386-329-0100
fax 386-329-0106


105 Williams Street
Legend
Streets
105_Williams_St
Palatka Parcels
LANE
WILLIAMS
Feet
0 5 10 20
1 inch equals 22.339162 feet

Agenda Item

8

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Adoption of an ordinance annexing 114 Tanner Terrace into the City, adoption of a related ordinance changing the future land use designation from Putnam County Urban Service to City of Palatka Low Density Residential, and the first reading of an ordinance changing the zoning from Putnam County R1-A to City of Palatka R1-A.

DEPARTMENT: Building & Zoning

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS

1. An Ordinance of the City of Palatka annexing 114 Tanner Terrace
2. An Ordinance of the City of Palatka amending the future land use designation from Putnam County Urban Service to City of Palatka Low Density Residential.
3. An Ordinance of the City of Palatka changing the zoning from Putnam County R1-A to City of Palatka R1-A.
4. December 2, 2008, Planning Board Minutes.
5. December 2, 2008, Planning Board Packet.

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

The identified purpose of these three applications is to allow City water and sewer service for this single family residence. This is a .31acre parcel of land.

A public hearing was held by the Planning Board on December 2, 2008, at the applicant's request for annexation, change of future land use from County Urban Service to City Low Density Residential, and rezoning from Putnam County R1-A to City of Palatka R1-A. There was no public testimony. The Planning Board voted to recommend approval of the three requests.

RECOMMENDED ACTION:

Staff recommends approval of the attached annexation and future land use ordinances, and conducting the first public hearing on the related zoning ordinance. The second public hearing for the zoning ordinance is scheduled for May 28th, 2009.

AGENDA ITEM NUMBER: AGENDA PAGE NUMBER:

This instrument prepared by:
Jim Lee
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by all of the freehold owners of the property sought to be annexed, to wit:

Lois Darlene Laibl Crowe

WHEREAS, Chapter 171.044, Florida Statutes, permits the annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

Section 2. NOW THEREFORE, be it enacted by the people of the City of Palatka, Florida, that the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY:

FROM THE POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE (FORMERLY LEMON STREET) AS SUCH RIGHT OF WAY LINE IS DESCRIBED IN MINUTES OF CIRCUIT COURT BOOK 15, PAGE 258 WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST RUN SOUTH AND ALONG THE SAID WEST LINE A DISTANCE OF 120 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 599, BEING THE POINT OF BEGINNING; (1) THENCE RUN EAST AND ALONG THE SOUTH LINE OF THE SAID TRACT A DISTANCE OF 150 FEET TO THE SOUTHEAST CORNER THEREOF. RETURN TO THE POINT OF BEGINNING AND (2) CONTINUE THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 90 FEET TO A POINT; (3) THENCE RUN EAST AND PARALLEL TO CALL (1) A DISTANCE OF 150 FEET TO A POINT; (4) THENCE RUN NORTH AND IN A STRAIGHT LINE TO THE EASTERLY END OF CALL (1) AND TO CLOSE.

SUBJECT TO THAT CERTAIN EASEMENT GRANTED TO CITY OF PALATKA, RECORDED IN OFFICIAL RECORDS BOOK 141, PAGE 371 AND EXCEPTING THEREFROM THAT PART CONVEYED TO CITY OF PALATKA AND RECORDED IN OFFICIAL RECORDS BOOK 394, PAGE 1120, ALL OF THE ABOVE BEING IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

(Being tax parcel #11-10-26-0000-0120-0030)

Section 3. The property hereby annexed shall remain subject to the County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

This instrument prepared by:
Jim Lee
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP AND FUTURE LAND USE ELEMENT OF THE ADOPTED COMPREHENSIVE PLAN WITH RESPECT TO ONE PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE) AS DESCRIBED HEREINAFTER, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that any local government comprehensive plan amendments directly related to proposed small scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local comprehensive plan, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 80 acres by small scale amendments annually, and

WHEREAS, the Planning Board conducted a public hearing on December 2, 2008, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission conducted a public hearing on this amendment on May 14, 2009,

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

Section 1. Adopted Small Scale Amendment

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

TABLE 1
ADOPTED SMALL SCALE AMENDMENTS

Property Tax Number	Acreage	Current Land Use	Amended Land Use
11-10-26-0000-0120-0030	0.31	County Urban Service	City Low Density Residential

DESCRIPTION OF PROPERTY:

FROM THE POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE (FORMERLY LEMON STREET) AS SUCH RIGHT OF WAY LINE IS DESCRIBED IN MINUTES OF CIRCUIT COURT BOOK 15, PAGE 258 WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST RUN SOUTH AND ALONG THE SAID WEST LINE A DISTANCE OF 120 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 599, BEING THE POINT OF BEGINNING; (1) THENCE RUN EAST AND ALONG THE SOUTH LINE OF THE SAID TRACT A DISTANCE OF 150 FEET TO THE SOUTHEAST CORNER THEREOF. RETURN TO THE POINT OF BEGINNING AND (2) CONTINUE THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 90 FEET TO A POINT; (3) THENCE RUN EAST AND PARALLEL TO CALL (1) A DISTANCE OF 150 FEET TO A POINT; (4) THENCE RUN NORTH AND IN A STRAIGHT LINE TO THE EASTERLY END OF CALL (1) AND TO CLOSE.

SUBJECT TO THAT CERTAIN EASEMENT GRANTED TO CITY OF PALATKA, RECORDED IN OFFICIAL RECORDS BOOK 141, PAGE 371 AND EXCEPTING THEREFROM THAT PART CONVEYED TO CITY OF PALATKA AND RECORDED IN OFFICIAL RECORDS BOOK 394, PAGE 1120, ALL OF THE ABOVE BEING IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

Section 3. Effect on the Comprehensive Plan

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

Section 4. Severability

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

Section 5. Effective date

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
City Clerk

This instrument prepared by:
Jim Lee
205 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09-____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, application has been made by the owner, Lois Darlene Laibl Crowe to the City for certain amendments to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on December 2,2008,and two public hearings before the City Commission of the City of Palatka on May 14,2009, and May 28,2009, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, now therefore,

Section 2. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of County R-1A(Single Family Residential) to City R-1(Single Family Residential).

DESCRIPTION OF PROPERTY:

FROM THE POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF ST. JOHNS AVENUE (FORMERLY LEMON STREET) AS SUCH RIGHT OF WAY LINE IS DESCRIBED IN MINUTES OF CIRCUIT COURT BOOK 15, PAGE 258 WITH THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST RUN SOUTH AND ALONG THE SAID WEST LINE A DISTANCE OF 120 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED IN OFFICIAL RECORDS BOOK 203, PAGE 599, BEING THE POINT OF BEGINNING; (1) THENCE RUN EAST AND ALONG THE SOUTH LINE OF THE SAID TRACT A DISTANCE OF 150 FEET TO THE SOUTHEAST CORNER THEREOF. RETURN TO THE POINT OF BEGINNING AND (2) CONTINUE THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 90 FEET TO A POINT; (3) THENCE RUN EAST AND PARALLEL TO CALL (1) A DISTANCE OF 150 FEET TO A POINT; (4) THENCE RUN NORTH AND IN A STRAIGHT LINE TO THE EASTERLY END OF CALL (1) AND TO CLOSE.

SUBJECT TO THAT CERTAIN EASEMENT GRANTED TO CITY OF PALATKA, RECORDED IN OFFICIAL RECORDS BOOK 141, PAGE 371 AND EXCEPTING THEREFROM THAT PART CONVEYED TO CITY OF PALATKA AND RECORDED IN OFFICIAL RECORDS BOOK 394, PAGE 1120, ALL OF THE ABOVE BEING IN THE PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA.

(Being tax parcel #11-10-26-0000-0120-0030)

Section 3. All ordinances in conflict with the terms and provisions of this ordinance are hereby specifically repealed.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of May, 2009.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

PLANNING AND ZONING STAFF REPORT

December 2, 2008

APPLICATION: PB 06-50 – Annexation, Small-Scale Future Land Use Map Amendment to change the Future Land Use designation from County Urban Service to City Low Density Residential and Rezone from County R1-A to City R-1.

APPLICANT: Lois Darlene Laibl Crowe

LOCATION: 114 Tanner Terrace

Parcel #: 11-10-26-0000-0120-0030

REQUEST: The applicant is requesting to annexation into the City limits, amend the City's Future Land Use Map for .31 acres of property from County Urban Service to City Low Density Residential

BACKGROUND & ANALYSIS: This property is contiguous to the City limits along the western property line and annexation is a requirement to obtain City services. Since the City was not allowed to process annexations and Future Land Use amendments until it's Comprehensive Plan was in compliance, the applicant was allowed to connect to water and sewer prior to approval by the Planning Board and City Commission. The property's main access is off of Tanner Terrace, which is a dirt road off of St. Johns Avenue.

Surrounding properties have future land use designations of County Urban Service north, south and east of the subject property and City High Density Residential to the west. The zoning pattern of the site and surrounding area is County C-1 to the north, County R1-A and Commercial, Professional Offices to the east, County R1-A to the south with City R-3 to the west. The existing land use pattern in the area is mixed commercial and residential.

SURROUNDING LAND USE AND ZONING:

	Future Land Use Designation	Zoning	Current Land Uses
North	Urban Service	C-1 (Putnam)	Ralph's Hair Care
South	Urban Service	R1A (Putnam)	Residence
East	Urban Service	CPO & R1A (Putnam)	Women's Resource Center & a Residence
West	High Density Residential	R1A (Putnam)	St. Johns River Apts.

COMPREHENSIVE PLAN:

The Existing Land Use Designation: The existing Future Land Use is County Urban Service which recognizes areas where urban infrastructure, such as central water, sewer, stormwater systems, paved major roads, exists or is programmed and available for more urban type of development. Although agricultural activities are allowed as a holding land use, this land use designation allows a broad mix of residential, commercial, industrial, public facility and recreation uses. Residential development can

achieve a density of up to 9 dwelling units per acre, the highest in Putnam County, with adequate density bonus points.

The Proposed Land Use Designation:

Policy A.1.9.3.A.1 (9J-5.006(3)(c)7)
Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types. Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Future Land Use Element

Objective A.1.1 (9J-5.006(3)(b)1; F.S. 187-201 (161)(1)(5)
Upon Plan adoption, the City shall coordinate future land uses with the appropriate topography, adjacent land uses, soil conditions, and the availability of facilities and services.

Policy A.1.1.3 (9J-5.006(3) (c) 3)
The City shall as a condition of issuing a building permit or other development order, require proposed developments to hook up to the City central sewer systems in accordance with the revised City zoning code and subdivision regulations based upon Chapter 381, F.S. and Division 64E, FAC.

Staff Analysis: The site is built out as a single-family residence which is consistent with surrounding uses on Tanner Terrace. City water lines have been run to the property and there is sufficient capacity to maintain existing level of service standards. In the Traffic Circulation Element, Public Facilities Element, Recreation and Open Space Element and Public Schools Facilities Element sections of this staff report we will evaluate each adopted level of service standard for this site related to a maximum density of up to 5 dwelling units per acre.

Objective A.1.6 (9J-5.006(3)(b)7)
Upon Plan adoption, the City shall discourage urban sprawl. Land Development Regulations shall be adopted that implement the following policies:

Staff Analysis: This site is accessed off Tanner Terrace, has all the City services (including water, sewer and garbage collection) which are all are features that discourage urban sprawl.

<u>Traffic Circulation Element</u>

Objective B.1.1 (9J-5.007(3)(b)1)
Upon plan adoption, the City shall provide for a safe, convenient and efficient motorized and non motorized transportation system by correcting, to the maximum extent feasible, all existing roadway deficiencies identified in this plan and maintain acceptable operating conditions in the future on a priority basis.

Policy B.1.1.1 (9J-5.007(3)(01))
The State-wide minimum acceptable operating Level of Service (LOS) standards for the State Highway System and City Street System shall be the base LOS standards listed herein, except for those conditions provided in Policies 1.1.1.A. and 1.1.1.B.

Staff Analysis: Tanner Terrace is not a street in the LOS City System.

Public Facilities Element

Objective D.1.1 (9J-5.011(2)(b)2)
Upon Plan adoption, the City of Palatka shall enforce adopted Concurrency Management System procedures to ensure that at the time a building permit or other development order is issued, infrastructure facility capacity is available to meet the demand of development without lowering adopted Levels of Service Standards (LOSS).

Policy D.1.1.1 (9J-5.011(2) (c)2)
The following level of service standards shall be the basis for determining the availability of facility capacity against the demand generated by development.
A1. Potable Water, Residential: 130 gallons per capita per day
B1. Central Sanitary Sewer System, Residential: 125 gallons per capita per day
C. Solid Waste: 6.4 lbs/person/day
D. Drainage Facilities: City of Palatka and Ravine State gardens Stormwater Quality Master Plan and minimum requirements of the St. Johns River Water Management District.

Policy D.1.1.2 (9J-5.011 (2)(c)2)
All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

Staff Analysis: This is an existing single- family dwelling that will not exceed the level of service standards.
- Potable Water: 325 gallons per day multiplied by 2.5 persons per unit is 812.50 gallons per day. A new water plant will be going on line in January 2009 with a capacity of 6 million gallons per day, Current peak usage is approximately 3,200,000 gallons per day. Capacity exists for this home.
- Central Sanitary Sewer System, Residential: 125 gallons per capita per day multiplied by 2.5 person per unit = 312.50 gallons per day. Capacity exists for this home.
- Solid Waste – 6.4 lbs multiplied by 2.5 persons per unit is 16 lbs per day. Capacity exists for this home.
- Drainage: This house was constructed in the County – all drainage issues would have been handled through their permitting process.

Recreation And Open Space Element

Objective F.1.1 (9J-5.0143(3)(b)1
Upon plan adoption, the City shall implement the following policies to ensure public access to all identified recreational facilities.

Policy F.1.1.2 (9J-5.014(3)(c)3
The City shall adopt the following Level of Service Standards: Regional Park/ 1 acre per 50, Community Park/ 1 acre per 500, Neighborhood Park/ 1 acre per 500, Equipped Play and Tot Lot/ 1 Per 2,000, Baseball/Softball Fields/ 1 per 5,000, Football/Soccer Fields/ 1 per 6,000, Equipped Play area/ 1 play area per 10,000, Basketball Courts/ 1 per 5,000, Boat Ramp (Lanes)/ 1 lane per 5,000, Tennis Court/ 1 court per 2,000, Swimming Pools/1 pool per 25,000, Hiking (miles)/ 1 Mile per 6,750, and Picnic Areas (Tables) 1 Table per 6,000.

Staff Analysis: This house will generate an additional 2.5 people (2.5 persons per unit multiplied by 21 units). Capacity exists for all recreational Level of Service Standards for this additional population.

Public Schools Facilities Element

Objective 1.1.1 (9J-5.025(3)(b)1
The City of Palatka shall ensure the correction of existing school facility deficiencies to provide adequate student capacity, which shall not exceed the adopted level of service standards within the Putnam County School District and which will meet future capacity needs.

Policy 1.1.1.1 (9J-5.025(3)(c)7
The City of Palatka hereby adopts LOSS for Schools of 100% based on permanent FISH capacity for all school types (Elementary, Middle and High)

Staff Analysis: Phil Leary, the consultant for the Putnam County School District has stated this single family already exists and will not need to be analyzed for concurrency.

Zoning: The proposed change, if approved, to the Low Density Residential future land use designation is consistent with the R-1 (single-family residential) zoning requested.

STAFF RECOMMENDATION: Staff recommends approval of this request to annex this parcel into the Palatka city limits, to amend the future land use map from County Urban Service to City Low Density Residential and to rezone from County R-1A to City R-1.

Photographs

Case Number:
Date Filed:

CITY OF PALATKA
PETITION FOR VOLUNTARY ANNEXATION

Please provide the following information and return to: *City of Palatka Building & Zoning Dept.*
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 114 TANNER TERRACE PALATKA, FL. 32177-2177

2. Property Appraiser parcel #: 11-10-26-0000-0120-0030

3. Total acres to be considered as part of this request: — 1

4. The names and addresses of all owners as shown in the Putnam County public records:
LOIS DARLENE LAIBI-CROWE
114 TANNER TERRACE, PALATKA, FL. 32177-2177

5. Reason for annexation request: WATER AND SEWER CONNECTION

6. Number and types of structures on the property: ONE NEW CONSTRUCTION FRAME SINGLE FAMILY DWELLING

7. If residential, provide an estimate of the number of persons expected to be living on site at the time of annexation *(for U.S. Census reports)*: 2

* 8. Copy of recorded deed (attach to application).

* 9. Boundary survey or location map (attach to application).

* 10. Application for Rezoning and Future Land Use Map Amendment (attach to application).

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable) CHIP JAMISON 100 POINT IDA COURT INTERLACHEN, FL. 32148

PB#06-50

1-24-97

RECEIVED
NOV 2006

* 12 Three hundred five dollar ($305.00) application fee (checks payable to *City of Palatka*)

13. This application submitted by:

Signature of owner(s): [signature]

Print owner(s) name(s): LOIS DARLENE LAIBL-CROWE

Address of owner(s): 111 TANNER TERR
PALATKA, FL 32177

Telephone: 546-5706

STATE OF FLORIDA
County of Putnam

Before me this day personally appeared Lois Darlene Laibl-Crowe who executed the foregoing application and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this 30 day of Oct A.D. 199~~_~~ 2006.

My commission expires:

[signature]
Notary Public
State of Florida at Large

SHERI D. SPARKS
Notary Public - State of Florida
My Commission Expires Feb 1, 2009
Commission # DD 391636
Bonded By National Notary Assn.

RECEIVED
NOV 0 2 2006

Case Number: PD 06-50
Date Filed: 10 31-06

CITY OF PALATKA
APPLICATION FOR REZONING AND/OR AMENDING THE FUTURE LAND USE MAP (Small Scale)

Please provide all of the following information and return to:

City of Palatka Building Dept.
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 114 TANNER TERRACE PALATKA, FL. 32177

2 Property Appraiser parcel #: 110-26-0000.0120.0030

3. Total acres to be considered as part of this request: -1

4. The names and addresses of all owners as shown in the Putnam County public records:
LOIS DARLENE LAIBL-CROUC
114 TANNER TERRACE, PALATKA FL 32177

5. Current zoning designation: _____ Requested zoning designation: _____

6. Current land use designation: _____ Requested land use designation: _____

7. Reason for rezoning/land use amendment request: Connection to city services

8. Number and types of structures on the property: 1

9. Copy of recorded deed (attach to application).

10. Boundary survey or location map (attach to application).

RECEIVED
NOV 02 2006

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): _____

_____

12. Select and attach appropriate application fee (checks payable to *City of Palatka*):

__ $130.00 (rezoning only)
10/31/06 ✓ $240.00 (rezoning with small scale land use amendment)

13. This application submitted by:

Signature of owner(s): * [signature] * 11-2-06

Print owner(s) name(s): L. DARLENE LAIBL-CRUDE | L. DARLENE LAIBL CRUDE

Address of owner(s): 114 TANNER TERRACE | _____
PALATKA FL. 32177 | _____

Telephone: 546-5706 | _____

STATE OF FLORIDA

County of Putnam

Before me this day personally appeared L. Darlene Laibl Crude who executed the foregoing application and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of November A.D. ~~199~~ 2006.

[signature]
Notary Public
State of Florida at Large

My commission expires: May 28, 2007

NOTARY PUBLIC STATE OF FLORIDA
JESSICA ROGERS
MY COMMISSION # DD 216948
EXPIRES: May 28, 2007
Bonded Thru Budget Notary Services

2007 Assessment Information for Parcel: 11-10-26-0000-0120-0030

Tax Collector Information

Laibl-Crowe Lois Darlene

114 Tanner Terr
Palatka Fl 32177-2177 (**Putnam County GIS Interactive Mapping**)

Parcel 911 Addresses

114 Tanner Ter, Palatka (**MapQuest map**)

Detail Information for Parcel: 11-10-26-0000-0120-0030

Just Value of Land:	$14310	Property Use:	Single Family Residential
Improvement Value:	$68272	Structures:	1
Market Value:	$82582	Mobile Homes: ?	0
Market Classified:	$0	MH Unextended:	0
Classified: ?	$0	Census Tract:	950700
Market Adjusted:	$82582	Census Block:	4021
Assessed/Limited:	$82582	Total Acreage:	0.31
School Exempt:	$82582	Exemptions: ?	WHX 11 ?
School Taxable:	$0	Location:	Putnam County

Property Legal Description

PT OF E 1/2 OF NW 1/4 OF NW1/4 OF NE 1/4 OR 292 P 756

Parcel Sales Data

Book	Page	Instrument	Month	Year	QSCD	Price
0664	0188	Warranty Deed	January	1995	00 I	$35000
0612	0379	Warranty Deed	October	1992	00 I	$29900
0590	1394	Warranty Deed	October	1991	01	$7700
0590	1392	Warranty Deed	October	1991	01	$7700
0586	0259	Marriage Certificate	July	1991	01	$0
0382	1880	Warranty Deed	November	1979		$13500
0371	0105	Assignment of Agreement	January	1979		$100
0357	1688	Agreement	March	1978		$13500
0353	1268	Warranty Deed	November	1977		$7400
0292	0756	Warranty Deed	February	1973		$0

Land Data

Units	Descriptions
90.00	Residential Front Feet

Zoning Data

Department	Code	Descriptions
Putnam County	R-1A	Residential, Single-Family

Future Land Use Map (FLUM)

Code	Descriptions
US	Urban Service

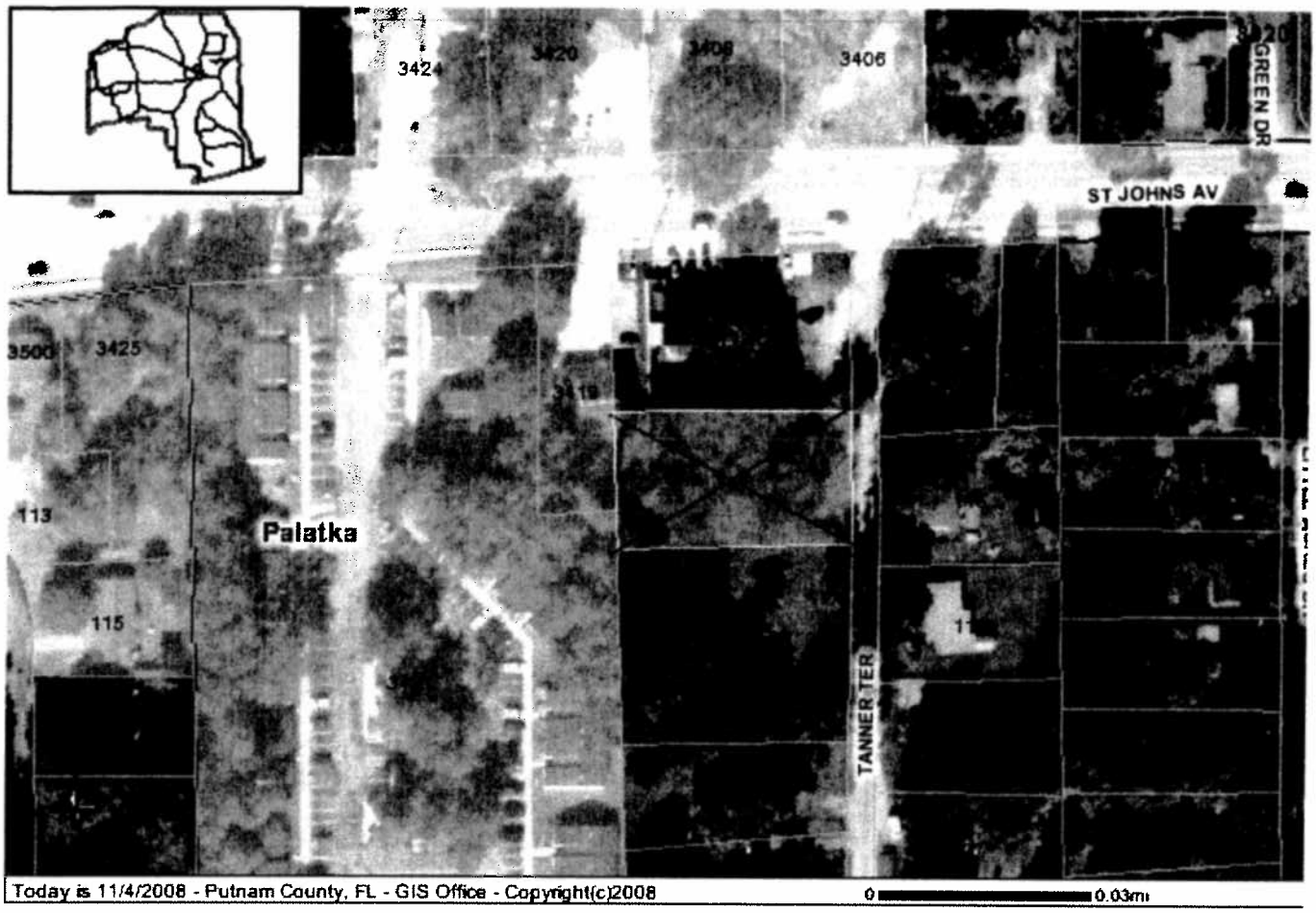
Structure Data

Type	Year	Area	Square Feet
Single Family	2006	BASE	1080
		OPF	12

Notice:

The information displayed is from the Final Taxroll which is certified each year in mid October and is updated annually. This information may not reflect the data currently on file in the Property Appraisers office

Click **here** to do another search or use your browser's back button to return to previous search results.



114 Tanner Terrace

City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172

As an owner of adjacent property, you are hereby notified of a pending action before the Planning Board which may be of concern to you:

PUBLIC NOTICE

Notice is hereby given that the City of Palatka Planning Board will hold a public hearing at their regular meeting on Tuesday, December 2, 2008 at 4:00PM at City Hall, 201 North 2nd Street, Palatka, FL for the purpose of hearing a request for:

Annexation, Amending the Future Land Use Map from County Urban Service to City Low Density Residential, and Rezoning from County R-1A to City R-1. Case PB 06-50

Location: 114 Tanner Terrace
Parcel #: 11-10-26-0000-0120-0030
Owner: Lois Darlene Laibl Crowe

All interested parties are invited to attend this public hearing.

Debbie Banks
Assistant Planning Director

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE THE CITY COMMISSION WILL REQUIRE A VERBATIM TRANSCRIPT BE MADE AT THE EXPENSE OF THE APPELLANT THAT INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED F.S. 286.0105.

PERSONS WITH DISABILITIES INTERESTED IN ATTENDING THIS MEETING AND REQUIRING ACCOMMODATIONS, SHOULD CONTACT THE BUILDING DEPARTMENT AT (386) 329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

Notice is hereby given that t

Was published in said newspaper 1 time(s) with said publication being made on the following dates:

11/11/2008

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Jeannette Eveland

Sworn to and subscribed to before me this 11th day of November, 2008 by Jeannette Eveland, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

Mary Kaye Wells

Mary Kaye Wells, Notary Public
My commission expires July 22, 2011

MARY KAYE WELLS
MY COMMISSION # DD 654041
EXPIRES: July 22, 2011
Bonded Thru Notary Public Underwriters

Notary Seal
Seal of Office:

/ Personally known to me, or
____ Produced identification:
/ Did take an oath

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Legal No. 04542324
11/11/2008

Meeting called to order by Chairman Carl Stewart at 4:00PM. Members present: Earl Wallace, Sue Roskosh, Clem Saccareccia, Randy Braddy, Zachary Landis, and Anthony Harwell. Members absent: Ezekiel Johnson, Leigh Rion and School Board Representative. Also present: Assistant Planning Director, Debbie Banks and Recording Secretary, Pam Sprouse.

Motion made by Clem Saccareccia to approve the minutes of the November 4, 2008 meeting. Seconded by Sue Roskosh. All present voted affirmative, motion carried.

Debbie Banks read, "To Appeal any Decision."

Mr. Stewart requested that any Ex Parte Communication be disclosed prior to each case.

Case 08-27 **Location:** Dodge Street between River Street and the St. Johns River
Applicants: Barbara H. Wayne, Bruce Heishman and Pauline Leary
Agent: Phil Leary
Request: To close that portion of Dodge Street located between River St. and the St. Johns River.

(Public Hearing)

Ms. Banks advised that the applicants withdrew their request.

(Regular Meeting)

Motion made by Sue Roskosh to withdraw the request. Seconded by Randy Braddy. All present voted affirmative. Motion carried.

Case 06-50 **Location:** 114 Tanner Terrace
Parcel #: 11-10-26-0000-0120-0030
Owner: Lois Darlene Laibl Crowe

Request: Annexation, Amending the Future Land Use Map from County Urban Service to City Low Density Residential, and Rezone from County R-1A to City R-1.

(Public Hearing)

Ms. Banks advised that this request is for a home that has already been hooked up to City services and that there were no responses to the public notices. She recommended approval of the request.

Lois Darlene Liabl-Crow was present and advised that she had lived at this address for almost 15 years and that she purchased her home believing that they were on a septic tank. When the Community Development Group assessed her home, it was determined that she was actually connected to City sewer. She then had to sign an agreement to annex right away. She expressed that she would have liked to have been given the choice to annex or not.

Byron Lee Hardy, 114 Tanner Terrace, commented that Ms. Liabl-Crow is happy with her services and that she just wants to know if she needs to do anything else.

Case 06-50 – 114 Tanner Terrace, continued.

Mr. Holmes advised that the annexation process requires the Planning Board to make a recommendation to the City Commission and then for the City Commission to act. He ended by saying that she would not be required to be present for the Commission meeting if she chose not to.

(Regular Meeting)

Motion made by Randy Braddy to recommend approval of this request of annexation, amending the future land use map from County Urban Service to City Low Density Residential, and rezoning from County R-1A to City R-1. Seconded by Clem Saccareccia. Motion carried.

Case 07-08 **Location:** 3829-3831 Reid Street
Parcel #: (02-10-26-0000-0460-0000 & 02-10-26-0000-0390-0010)
Applicant: Terry L. & Lisa M. Geck

Request: Annexation, amending the Future Land Use Map from County Urban Reserve to City Commercial and Rezone from County C-2 and C-4 to City C-2 for the purpose of obtaining City water and sewer service.

(Public Hearing)

Ms. Banks advised that this property is contiguous and that there were no responses to the public notices. She recommended approval of the request.

Ms. Saccareccia asked if this was for his bottling plant.

Mr. Geck advised that it was.

(Regular Meeting)

Mr. Geck, asked what group he needed to get with to find out about his property taxes for this expansion.

Mr. Holmes advised that as the County is currently taxing his property value, once he is annexed into the City, the assessed value would be multiplied by the city millage and added to his tax bill. That he could talk with the property appraiser's office to get an idea of what the taxable value of the improvement might work out to be.

Motion made by Randy Braddy to recommend approval for this request of Annexation, amending the Future Land Use Map from County Urban Reserve to City Commercial and Rezone from County C-2 and C-4 to City C-2 for the purpose of obtaining City water and sewer service. Seconded by Clem Saccareccia. All present voted affirmative. Motion carried.

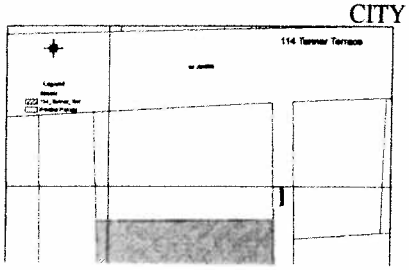
NOTICE OF ANNEXATION

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, at the next regular meeting to be held at 6:00 p.m. on the 14th day of May, 2009, at City Hall, Palatka, Florida, will consider the enactment of Ordinance No. 09-16 annexing the following described property into the corporate limits of the City and redefining the boundary lines of the City of Palatka to include said property. The property is described as approximately .31 acres of improved property in Section 11, Township 10 South, Range 26 East, located at **114 Tanner Terrace**, Palatka, Putnam County. A map is attached hereto and a copy of the Ordinance containing a copy of the legal description can be obtained from the Office of the City Clerk at City Hall.

All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK



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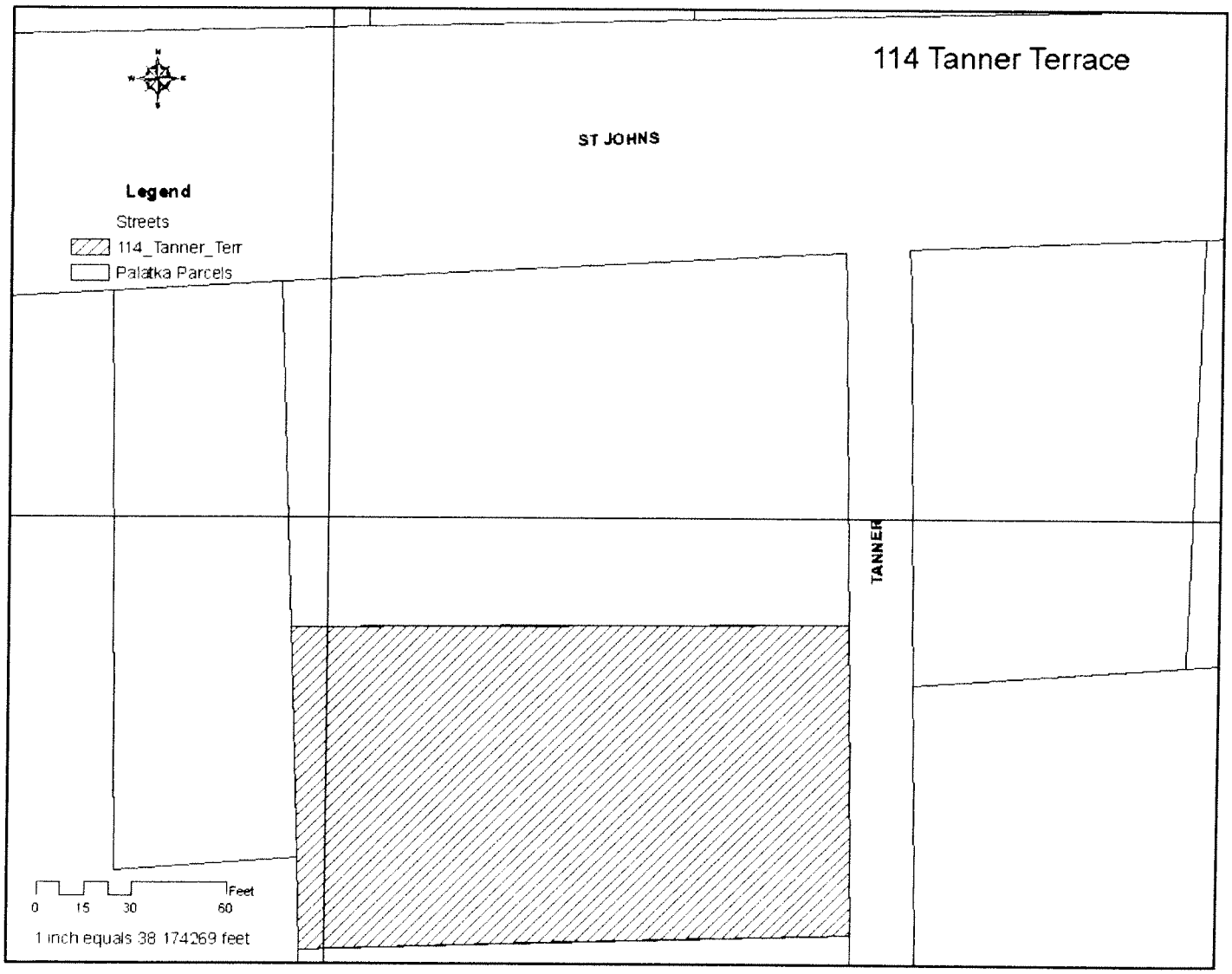
PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK

DISPLAY ADVERTISEMENT – 2 x 6 -- run w/ map on file
Run Dates: 05/01/09 and 05/08/09
PROOF OF ADVERTISEMENT REQUESTED
Betsy J. Driggers
City of Palatka
201 N. 2nd Street
Palatka FL 32177
phone 386-329-0100
fax 386-329-0106


114 Tanner Terrace
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114_Tanner_Terr
Palatka Parcels
0 15 30 60
Feet
1 inch equals 38 174269 feet

Agenda Item

9

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Adoption of an ordinance annexing 909 N State Rd. 19 into the City, adoption of a related ordinance changing the future land use designation from Putnam County Commercial to City of Palatka Commercial, and the first reading of an ordinance changing the zoning from Putnam County C-2 (Commercial II) to City of Palatka C-2 (Intensive Commercial).

DEPARTMENT: Building & Zoning

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS

1. An Ordinance of the City of Palatka annexing 909 N State Rd. 19
2. An Ordinance of the City of Palatka amending the future land use designation from Putnam County Commercial to City of Palatka Commercial.
3. An Ordinance of the City of Palatka changing the zoning from Putnam County C-2 to City of Palatka C-2.
4. December 2, 2008, Planning Board Minutes.
5. December 2, 2008, Planning Board Packet.

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

The identified purpose of these three applications is to allow City water and sewer service for the restaurant located on this parcel. This is a .75 acre parcel of land.

A public hearing was held by the Planning Board on December 2, 2008, at the applicant's request for annexation, change of future land use from County Commercial to City Commercial, and rezoning from Putnam County C-2 to City of Palatka C-2. There was no public testimony. The Planning Board voted to recommend approval of the three requests.

RECOMMENDED ACTION:

Staff recommends approval of the attached annexation and future land use ordinances, and conducting the first public hearing on the related zoning ordinance. The second public hearing for the zoning ordinance is scheduled for May 28th, 2009.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

This instrument prepared by:
Jim Lee
City of Palatka
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF PALATKA, FLORIDA CERTAIN ADJACENT TERRITORY IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF PALATKA; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, Petition has been filed before the City Commission of the City of Palatka, Florida, which Petition is on file in the office of the City Clerk, signed by all of the freehold owners of the property sought to be annexed, to wit:

Lawrence J. and Susan A. Masters

WHEREAS, Chapter 171.044, Florida Statutes, permits the annexation of unincorporated areas lying adjacent and contiguous to the boundaries of the City of Palatka, and

WHEREAS, the City Commission of the City of Palatka finds that it is in the best interest of the people of the City of Palatka, Florida, that said lands be annexed and become a part of the City of Palatka;

Section 2. NOW THEREFORE, be it enacted by the people of the City of Palatka, Florida, that the following described unincorporated lands lying adjacent and contiguous to the boundaries of the City of Palatka, Florida shall henceforth be deemed and held to be within the corporate limits of the City of Palatka, Florida said lands being described as follows:

DESCRIPTION OF PROPERTY:

A tract of land situated in the East ½ of the Northeast ¼ of Section 2, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

COMMENCING at an iron pipe at the Southwesterly corner of SHADOW LAWN HEIGHTS SUBDIVISION, according to plat thereof recorded in

Map Book 3, Page 194 of the Public Records of Putnam County, Florida and run thence Northerly, along the Westerly boundary of said Subdivision, a distance of 604.67 feet to a concrete monument at the Northeasterly corner of lands described in Official Records Book 416, Page 1762 of said public records and the POINT OF BEGINNING of this description. From POINT OF BEGINNING(1) run thence Westerly, along the Northerly line of lands described in Official Records Book 416, Page 1762, a distance of 215.96 feet to a concrete monument on the Southeasterly right-of-way of State Road #19. Return to the POINT OF BEGINNNING and (2) continue Northerly, along the Westerly boundary of Shadow Lane Height Subdivision, a distance 207.30 feet to a concrete monument on the Southerly line of lands described in Deed Book Q, Page 560 of said public records. (3) Thence run Westerly, along said, Southerly line, a distance of 98.43 feet to a concrete monument on the Southeasterly right-of-way of State Road # 19. (4) Thence run Southwesterly, along said Southeasterly right-of-way, a distance of 241.88 feet to the Westerly end of call (1) and to close.

(Being tax parcel #02-10-26-0000-0190-0000)

Section 3. The property hereby annexed shall remain subject to the County Comprehensive Plan and Zoning Laws until changed by the City of Palatka.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

This instrument prepared by:
Jim Lee
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 09 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP AND FUTURE LAND USE ELEMENT OF THE ADOPTED COMPREHENSIVE PLAN WITH RESPECT TO ONE PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE) AS DESCRIBED HEREINAFTER, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that any local government comprehensive plan amendments directly related to proposed small scale development activities may be approved without regard to statutory limits on the frequency of consideration of amendments to the local comprehensive plan, and

WHEREAS, Section 163.3187, Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 80 acres by small scale amendments annually, and

WHEREAS, the Planning Board conducted a public hearing on February 3, 2009, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission conducted a public hearing on this amendment on May 14, 2009,

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

Section 1. Adopted Small Scale Amendment

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

TABLE 1
ADOPTED SMALL SCALE AMENDMENTS

Property Tax Number	Acreage	Current Land Use	Amended Land Use
02-10-26-0000-0190-0000	0.75	County Commercial	City Commercial

DESCRIPTION OF PROPERTY:

A tract of land situated in the East ½ of the Northeast ¼ of Section 2, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

COMMENCING at an iron pipe at the Southwesterly corner of SHADOW LAWN HEIGHTS SUBDIVISION, according to plat thereof recorded in Map Book 3, Page 194 of the Public Records of Putnam County, Florida and run thence Northerly, along the Westerly boundary of said Subdivision, a distance of 604.67 feet to a concrete monument at the Northeasterly corner of lands described in Official Records Book 416, Page 1762 of said public records and the POINT OF BEGINNING of this description. From POINT OF BEGINNING(1) run thence Westerly, along the Northerly line of lands described in Official Records Book 416, Page 1762, a distance of 215.96 feet to a concrete monument on the Southeasterly right-of-way of State Road #19. Return to the POINT OF BEGINNNING and (2) continue Northerly, along the Westerly boundary of Shadow Lane Height Subdivision, a distance 207.30 feet to a concrete monument on the Southerly line of lands described in Deed Book Q, Page 560 of said public records. (3) Thence run Westerly, along said, Southerly line, a distance of 98.43 feet to a concrete monument on the Southeasterly right-of-way of State Road # 19. (4) Thence run Southwesterly, along said Southeasterly right-of-way, a distance of 241.88 feet to the Westerly end of call (1) and to close.

Section 3. Effect on the Comprehensive Plan

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

Section 4. Severability

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

Section 5. Effective date

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May, 2009.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

_____
City Clerk

This instrument prepared by:
Jim Lee
205 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09-____

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, application has been made by the owners, Lawrence J. and Susan A. Masters, to the City for certain amendments to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on December 2,2008,and two public hearings before the City Commission of the City of Palatka on May 14,2009, and May 28,2009, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, now therefore,

Section 2. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of County C-2(Commercial 11) to City C-2(Intensive Commercial)

DESCRIPTION OF PROPERTY:
A tract of land situated in the East ½ of the Northeast ¼ of Section 2, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

COMMENCING at an iron pipe at the Southwesterly corner of SHADOW LAWN HEIGHTS SUBDIVISION, according to plat thereof recorded in Map Book 3, Page 194 of the Public Records of Putnam County, Florida and run thence Northerly, along the Westerly boundary of said Subdivision, a distance of 604.67 feet to a concrete monument at the Northeasterly corner of lands described in Official Records Book 416, Page 1762 of said public records and the POINT OF BEGINNING of this

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(Being tax parcel #02-10-26-0000-0190-0000)

Section 3. All ordinances in conflict with the terms and provisions of this ordinance are hereby specifically repealed.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 28th day of May, 2009.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

PLANNING BOARD REPORT
December 2, 2008 Regular Meeting

SUBJECT: CASE # 07-11 – 909 N State Rd. 19

A. REQUEST:

Request to annex, amend the Future Land Use Map (Small Scale) from County Commercial to City Commercial, and rezoning from County C-2(Commercial II) to City C-2, (Intensive Commercial) for approximately .75 of an acre.

B. BACKGROUND:

1. Owner: Lawrence J. and Susan A. Masters
2. Agent: None
3. General Parcel Information:
   a. Location: 909 N. State Rd. 19
   b. Parcel #: 02-10-26-0000-0190-0000
   c. Size: .75 of an acre
   d. Current Zoning: Putnam County C-2 (Commercial II)
   e. Requested Zoning: City of Palatka C-2 (Intensive Commercial)
   f. Current Land Use Map: County Commercial
   g. Requested Future Land Use Map: City Commercial
   h. Current Use: Restaurant

ADJACENT DEVELOPMENT:

DIRECTION:	ZONING:	FLUM:	CURRENT USE:
North	C-2	Commercial (COM)	O'Carroll Homes
East	County C-2 and R-2	County Urban Service	Mainly vacant lots with one single family residence
South	County C-2	County Commercial	Army Navy Store
West	County C-2 & Agriculture (AG)	County Urban Service and Public Buildings, Ground/ Other Public Facilities	Palatka Baptist Temple

C. COMPLIANCE WITH CHAPTER 171, FLORIDA STATUTES, ANNEXATIONS

The request is to annex .75 acres into the City. The subject property is located on N. State Road 19 adjacent to City property to the north which is the O'Carroll Homes assisted living facility. Directly east, south and west of the site is County property.

The proposed annexation does not create an enclave and meets the criteria identified in Section 171.043, Florida Statutes. This includes being contiguous to the City's boundaries at this time, is reasonable compact, is not included within the boundary of another incorporated municipality, and is intended to be developed for urban purposes because of the availability of City sewer and water lines that are contiguous to the property.

Also, this request is a voluntary annexation and meets the criteria identified in Section 171.044, Florida Statutes, as it relates to being contiguous to the City, and reasonably compact. Following a recommendation from the Planning Board, an appropriately prepared ordinance will be considered by the City Commission after the correct advertising and scheduling of public hearings.

STAFF RECOMMENDATION: Approval of the annexation request.

D. COMPLIANCE WITH THE CITY OF PALATKA COMPREHENSIVE PLAN

The Existing Land Use Designation: The existing Future Land Use is County Urban Service which allows for a variety of residential, agriculture as a holding use, commercial, industrial and public facilities uses per their Comprehensive Plan.

The Proposed Land Use Designation: Policy A.1.9.3.A.2 of the Future Land Use Element states that the land designated for commercial use is intended for activities that are predominantly associated with the sale, rental, and distribution of products or the performance of service. Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping centers, or other similar business activities. Public/Institutional uses and recreational uses are allowed within the commercial land use category. The intensity of commercial use, as measured by impervious surface, should not exceed 70 percent of the parcel. The maximum height should not exceed 40 feet. Land Development Regulations shall provide requirements for buffering commercial land uses (i.e., sight access, noise) from adjacent land uses of lesser density or intensity of use.

Future Land Use Element

Objective (A.1.6 9J-5.006(3)(b)7)

Upon Plan adoption, the City shall discourage urban sprawl. Land Development Regulations shall be adopted that implement the following policies:

Policy A.1.6.2 (9J-5.006(3)(c)3)

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

Staff Analysis: This request will allow the continuance of City annexed parcels in the commercial State Road 19 corridor. Other properties in the area are developed for commercial uses, transitioning to commercial uses or in a County land use designation that allows commercial uses. City commercial land use designations are located north of the site. This land use change provides a continuity of commercial land use in a corridor the City has designated for such purposes.

Policy A.1.7.2 (9J-5.006(3)(c)3)

Commercial development adjacent to major and minor arterial roads shall provide sufficient depth to allow adequate set back distance and clearance to accommodate FDOT near and long range roadway improvements.

Staff Analysis: This request is located adjacent to State Rd. 19, a minor four lane arterial as classified by the FDOT. Any future development will comply with all setback requirements and an FDOT permit will be required.

Policy A.1.11.4 (9J-5.006(3)(c)6)
Applications by landowners for a land use amendment to the Comprehensive Plan shall, as part of filing procedures, require the payment of a fee and provisions by the land owner of topographic, soil condition, flood hazard zone and wetland zone and wetland information on all land surveys filed in support of a land use amendment, zoning change or land subdivision. The City on a case-by-case basis may make exceptions for small-scale amendments when the property in question is (1) already developed or (2) is of a size, shape, and location that the normal permitting processes are sufficient.

Staff Analysis: This applicant has provided a survey for this site which indicates property lines, flood hazard zone (Flood Zone C, area of minimal flood) and placement of the current structure on the parcel. The soil consists of the Myakka series which are nearly level, poorly drained and very poorly drained and moderately permeable soils. Topography maps indicate this property is 70 – 80 feet above sea level.

Traffic Circulation Element

Objective B.1.1 (9J-5.007(3)(b)1)
Upon plan adoption, the City shall provide for a safe, convenient and efficient motorized and non motorized transportation system by correcting, to the maximum extent feasible, all existing roadway deficiencies identified in this plan and maintain acceptable operating conditions in the future on a priority basis.

Policy B.1.1.1 (9J-5.007(3)(01))
The State-wide minimum acceptable operating Level of Service (LOS) standards for the State Highway System and City Street System shall be the base LOS standards listed herein, except for those conditions provided in Policies 1.1.1.A. and 1.1.1.B.

The City hereby adopts the following LOS standards for each listed facility type:
- principal arterials - LOS C
- collectors and minor arterials -LOS D

Staff Analysis: The property has direct access to N State Road 19. The Florida Department of Transportation classifies this section of SR 19 as a minor arterial with an adopted Level of Service Standard (LOSS) C. This section of SR 19 is currently operating at a LOSS B.

Public Facilities Element

Objective D.1.1 (9J-5.011(2)(b)2)
Upon Plan adoption, the City of Palatka shall enforce adopted Concurrency Management System procedures to ensure that at the time a building permit or other

development order is issued, infrastructure facility capacity is available to meet the demand of development without lowering adopted Levels of Service Standards (LOSS).

Policy D.1.1.2 (9J-5.011 (2)(c)2)

All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

Staff Analysis: Sewer and water have already been connected to this structure. It has already been determined that there is sufficient capacity for these services.

Objective D.1.2 (9J-5.011(2)(b)2)

In order to preserve adopted Level of Service Standards (LOSS), the City of Palatka, upon Plan adoption, shall continue to coordinate the extension of, or increase of, facilities to meet future needs, through implementing the following policies:

Policy D.1.2.1

The City of Palatka shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Areas served by Palatka water and sewer will be annexed into the city; however, the distribution of potable water for areas outside of City limits is conditioned upon annexation only when those properties become contiguous.

Staff Analysis: This property is contiguous with the City and the applicant has established sewer and water services.

Objective G.1.5 (9J-5.015(3)(b)3)

The City shall ensure that public facilities are planned and allocated equitably, through effective coordination with the appropriate Federal, State and Local government departments and regulatory agencies.

Policy G.1.5.2

The City shall establish a coordinating relationship with the Putnam County Board of County Commissioners to discuss future development plans adjacent to City borders and to discuss the City supporting development beyond their border with water/sewer service. Properties serviced by City water shall annex into the City when they become sufficiently contiguous. Properties serviced by septic shall be annexed into the City.

Staff Analysis: The City and County are continuing to improve their coordinating relationships as it relates to future development along the existing City boundaries. This includes recent success with School Concurrency.

STAFF RECOMMENDATION: Staff recommends approval of this request to amend

the future land use map from County Commercial to City Commercial.

E. COMPLIANCE WITH THE PALATKA MUNICIPAL CODE, REZONING REQUEST

Rezoning requirements
When pertaining to the rezoning of land, the report and recommendations of the Planning Board to the City Commission shall show that the Planning Board has studied and considered the proposed change in relation to the following, where applicable (from Sec. 94-38(f)(1) of the Palatka Municipal Code):

a. Whether the proposed change is in conformity with the comprehensive plan.

Policy A.1.9.3 of the City of Palatka Comprehensive Plan states:
"Land designated for commercial use is intended for activities that are predominantly associated with the sale, rental, and distribution of products or the performance of service."

Staff Analysis: The applicant requests rezoning to C-2 (Intensive Commercial) district from Putnam County C-2 (Commercial II). This zoning category is consistent with the requested Commercial Future Land Use Map designation. The current land use designation is Putnam County Commercial.

b. The existing land use pattern.

Staff Analysis: This rezoning request to C-2 (Intensive Commercial) is consistent with the existing land use pattern in the area which is commercial development. This request changes the zoning jurisdiction from County to City to accompany the annexation and future land use map amendment request.

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

Staff Analysis: This rezoning request will not create an isolated district since the City and County have adjacent parcels with commercial zoning that allow a variety of compatible commercial uses.

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

Staff Analysis: If a building permit is issued for the site a concurrency review will be conducted by staff to determine that there is not an overtaxing of public facilities. No new construction is anticipated at this time and water/sewer services have already been obtained.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

Staff Analysis: Staff has no information to indicate that existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

Staff Analysis: In order to obtain water and sewer services, the applicant was required to annex, amend the Future Land Use map and rezone since the property is contiguous to the city limits. The proposed amendment is necessary to comply with these requirements.

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

Staff Analysis: This is not applicable since this parcel is not a part of an established neighborhood and is adjacent to a four lane highway.

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

STAFF ANALYSIS: This site is already developed as a restaurant and has not create or caused the LOSS to be exceeded for this portion of State Road 19 which is functioning at a LOSS B, which is above the FDOT standard of LOSS C.

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

STAFF ANALYSIS: There is no new development associated with this request but if they decide to construct anything they will be required to retain all stormwater on site as part of the St. Johns River Water Management District permitting process.

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

STAFF ANALYSIS: No new development is proposed.

k. Whether the proposed change will adversely affect property values in the adjacent area.

STAFF ANALYSIS: It is not anticipated that this rezoning request will adversely affect property values.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

STAFF ANALYSIS: Staff does not have any information to indicate that the proposed zoning change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations. Adjacent property owners

were notified of this rezoning request and have the opportunity to appear before the Planning Board.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

STAFF ANALYSIS: This rezoning request does not constitute a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

STAFF ANALYSIS: The existing zoning is County zoning. With the proposed requests for annexation and a City future land use designation, it is appropriate to change the zoning to a consistent City zoning designation.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Analysis: This change is not out of scale with the needs of the neighborhood or City.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

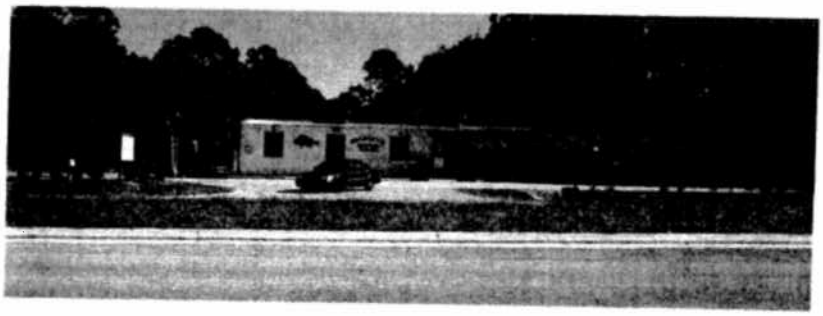
Staff Analysis: There may be other sites in the City that could accommodate the projected use however, this site is already developed as a restaurant.

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

Staff Analysis: This parcel is not located in a Historic District.

STAFF RECOMMENDATION: Staff recommends approval of the requested zoning change from County C-2, (Commercial II) to City C-2 (Intensive Commercial). The request complies with the rezoning criteria provided in the Palatka Municipal Code.

G. PHOTOGRAPHS



View to the west

View to the south

View to the north

Case Number PB 07-11
Date Filed: 03-6-07

CITY OF PALATKA
PETITION FOR VOLUNTARY ANNEXATION

Please provide the following information and return to: *City of Palatka Building & Zoning Dept.*
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 909 North State Rd 19, Palatka 32177

2. Property Appraiser parcel #: 02-10-26-0000-0190-0000

3. Total acres to be considered as part of this request: 0.75

4. The names and addresses of all owners as shown in the Putnam County public records: Lawrence J Masters, 150 Rivershore Drive San Mateo FL 321 / Susan A Masters, Wife (Same

5. Reason for annexation request: City Water, Sewer, Police and Fire

6. Number and types of structures on the property: One main wood Frame Building One Storage metal trailer

7. If residential, provide an estimate of the number of persons expected to be living on site at the time of annexation *(for U.S. Census reports)*: —

8. Copy of recorded deed (attach to application).

9. Boundary survey or location map (attach to application).

10. Application for Rezoning and Future Land Use Map Amendment (attach to application).

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): —

12. Three hundred five dollar ($305.00) application fee (checks payable to *City of Palatka*)

13. This application submitted by:

Signature of owner(s):	Lawrence J Masters	Susan A. Masters
Print owner(s) name(s):	Lawrence J Masters	Susan A. Masters
Address of owner(s):	150 Rivershore Drive San Mateo FL 32187	150 Rivershore Dr. San Mateo, Fl. 32187
Telephone:		

STATE OF FLORIDA
County of Putnam

Before me this day personally appeared Lawrence J Masters and Susan Masters who executed the foregoing application and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this 2nd day of March A.D. ~~199~~ 2007.

Misty Bolay
Notary Public
State of Florida at Large

My commission expires:

MISTY BOLAY
My Comm. Expires AUG 1, 2009
No. DD 499552
NOTARY PUBLIC
STATE OF FLORIDA

Case Number PB07-11
Date Filed: 3/6/07

CITY OF PALATKA
APPLICATION FOR REZONING AND/OR AMENDING THE FUTURE LAND USE MAP (Small Scale)

Please provide all of the following information and return to:

City of Palatka Building Dept.
205 N. 2nd Street
Palatka, FL 32177

1. Official 911 address or legal description: 909 north State Rd 19, Palatka 32177

2. Property Appraiser parcel #: 02-10-26-0000-0190-0000

3. Total acres to be considered as part of this request: 0.75

4. The names and addresses of all owners as shown in the Putnam County public records:
Lawrence J Masters, 150 Rivershore Drive San Mateo FL 321
Susan A Masters, Wife (same

5. Current zoning designation: C-2 Requested zoning designation: _____
* W/Be Restaurant.

6. Current land use designation: _____ Requested land use designation: _____

7. Reason for rezoning/land use amendment request: City water, sewer, police and fire

8. Number and types of structures on the property: 1 main wood frame Building 1 storage metal trailer

9. Copy of recorded deed (attach to application).

10. Boundary survey or location map (attach to application).

PBO 1

11. Name, telephone number, and mailing address of agent authorized to represent owner (if applicable): _____

12. Select and attach appropriate application fee (checks payable to *City of Palatka*):

___ $130.00 (rezoning only)
✓ $240.00 (rezoning with small scale land use amendment)

13. This application submitted by:

Signature of owner(s):	Lawrence J Masters	Susan A. Masters
Print owner(s) name(s):	Lawrence J Masters	Susan A Masters
Address of owner(s):	150 Rivershore Drive San Mateo FL 32187	150 Rivershore Dr. San Mateo, FL 32187
Telephone:	C 386-983-0739	H - 325-7726

STATE OF FLORIDA

County of Putnam

Before me this day personally appeared Lawrence J Masters and Susan Masters who executed the foregoing application and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 2nd day of March A.D. ~~199~~ 2007.

Misty Bolay

Notary Public

State of Florida at Large

My commission expires:

MISTY BOLAY
My Comm. Expires
AUG 1, 2009
No. DD 458632
NOTARY
PUBLIC
STATE OF FLORIDA

STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

Notice is hereby given that t

Was published in said newspaper 1 time(s) with said publication being made on the following dates:

11/11/2008

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Jeannette Eveland

Sworn to and subscribed to before me this 11th day of November, 2008 by Jeannette Eveland, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

Mary Kaye Wells

Mary Kaye Wells, Notary Public
My commission expires July 22, 2011

Notary Seal
Seal of Office:

MARY KAYE WELLS
MY COMMISSION # DD 654041
EXPIRES: July 22, 2011
Bonded Thru Notary Public Underwriters

_____ Personally known to me, or
_____ Produced identification:
_____ Did take an oath

PUBLIC NOTICE

Notice is hereby given that the CITY OF PALATKA PLANNING BOARD will hold a public hearing on December 2, 2008 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

Request for annexation, rezoning from County C-2 to City C-2 and amending the Future Land Use Map from County Commercial to City Commercial

Location: 909 N Highway 19 (02-10-26-0000-0190-0090)

Owner: Lawrence J. & Susan A. Masters

Case: PB 07-11

All interested parties are invited to attend this public hearing.

Debbie Banks
Assistant Planning Director

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, THAT INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AT THE EXPENSE OF THE APPELLANT. F.S. 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING & ZONING DEPARTMENT AT (386) 329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

Legal No. 04542327
11/11/2008

2006 Assessment Information for Parcel: 02-10-26-0000-0190-0000

Tax Collector Information

~~**Mull James E Jr Residuary Trust**~~ Masters
~~C/O Elizabeth S Mull Trustee~~
PO Box 69
San Mateo Fl 32187-0069 (**Putnam County GIS Interactive Mapping**)

Parcel 911 Addresses

909 North State Rd 19, Palatka (**MapQuest map**)

Detail Information for Parcel: 02-10-26-0000-0190-0000

Just Value of Land:	$38817	Property Use:	Office Buildings, Non-Professional Services Buildings, One Story
Improvement Value:	$103364	Structures:	1
Market Value:	$142181	Mobile Homes: ?	0
Market Classified:	$0	MH Unextended:	0
Classified: ?	$0	Census Tract:	950700
Market Adjusted:	$142181	Census Block:	2016
Assessed/Limited:	$142181	Total Acreage:	0.75
School Exempt:	$0	Exemptions: ?	(none)
School Taxable:	$142181	Location:	Putnam County

Property Legal Description

PT OF NE1/4 OF NE1/4 OR418 P1108

Parcel Sales Data

Book	Page	Instrument	Month	Year	QSCD	Price
0830	0616	Personal Representative's Deed	July	2000	01 I	$100
0786	1789	Order Determining Heirs	March	1999		$0
0750	1541	Will	January	1998		$0
0000	0000	Death Certificate	October	1997		$0
0418	1108	Warranty Deed	April	1982	01	$46000

Land Data

Units	Descriptions
207.30	Commercial Front Feet

Zoning Data

Department	Code	Descriptions
Putnam County	C-2	Commercial, General, Light

Future Land Use Map (FLUM)

Code	Descriptions
CR	Commercial

Structure Data

Type	Year	Area	Square Feet
General Office	1986	BASE	1080
		CAN	120
		UTN	1640
		UTN	1120

Notice:

The information displayed is from the Final Taxroll which is certified each year in mid October and is updated annually. This information may not reflect the data currently on file in the Property Appraisers office

Click **here** to do another search or use your browser's back button to return to previous search results.

Building Permits - City of Palatka
201 N 2ND STREET

PALATKA FL 32177

DATE: 3/06/07
TIME: 12:47:39

RECEIPT #: 0000010348
CASHIER: JFILION

MISCELLANEOUS RECEIPT
REFERENCE: LARRY J MASTERS/909 N HWY 19-PB/ANNEX

PB 07-11

ITEM DESCRIPTION	PAID
PLANNING BD AMIN. (1366)	545.00

TOTAL AMOUNT PAID: 545.00
PAYMENT TYPE: CHECK
CHECK NBR: 000001568

PB 01-11

gullett TITLE

TAX PARCEL #: 02.10.26.0000.0190.0000

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE made this **20th** day of **February, 2007** BETWEEN **Stephanie Davis and Jose Matos, as joint tenants with full rights of survivorship** as sellers, whose post office address is Post Office Box 255, Hollister, Florida 32147-0255, hereinafter Grantors, and **Lawrence J. Masters and Susan A. Masters, husband and wife** as buyers, whose post office address is **150 Riversh**ore Drive, San Mateo, Florida 32187, hereinafter Grantees.

W I T N E S S E T H, That said Grantors for and in consideration of the sum of ---- TEN AND 00/100'S DOLLARS ($10.00) and other goods and valuable considerations ---- to said grantors in hand paid by said grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the grantees and grantee's heirs forever the following described land located in the County of **Putnam**, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO taxes for the Year 20 07 and thereafter, also subject to any and all Easements and Restrictions of record, if any.

Said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable as context requires.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

WITNESS VIRGINIA LEE EBEN

PRINTED WITNESS SIGNATURE

WITNESS GENIECE BLACK

PRINTED WITNESS SIGNATURE

Stephanie Davis
Post Office Box 255
Hollister, Florida 32147-0255

Jose Matos
Post Office Box 255
Hollister, Florida 32147-0255

STATE OF FLORIDA
COUNTY OF PUTNAM

THE FOREGOING INSTRUMENT was sworn to or acknowledged before me this **20th** day of **February, 2007**, by **Stephanie Davis and Jose Matos, as joint tenants with full rights of survivorship** who are personally known to me or have produced their Driver's Licenses and did take an oath.

Notary Public VIRGINIA LEE EBEN

Printed Notary Signature

My Commission Expires 12-28-07

Virginia Lee Eben
My Commission DD276246
Expires December 28, 2007

THIS INSTRUMENT WAS PREPARED BY: Virginia Eben, of GULLETT TITLE, INC. (www.GullettTitle.com), 401 Saint Johns Avenue, , Palatka, Florida 32177-4724, 386.328.5106 (voice) or 386.328.3102|386.328.0465 (fax) as a necessary incident to fulfill the requirements of a Title Insurance Binder issued by it. G36419.

PBC 1

EXHIBIT "A"

A tract of land situated in the East 1/2 of the Northeast 1/4 of Section 2, Township 10 South, Range 26 East, Putnam County, Florida, being more particularly described as follows:

COMMENCING at an iron pipe at the Southwesterly corner of SHADOW LAWN HEIGHTS SUBDIVISION, according to plat thereof recorded in Map Book 3, Page 194 of the Public Records of Putnam County, Florida and run thence Northerly, along the Westerly boundary of said Subdivision, a distance of 604.67 feet to a concrete monument at the Northeasterly corner of lands described in Official Records Book 416, Page 1762 of said public records and the POINT OF BEGINNING of this description. From POINT OF BEGINNING (1) run thence Westerly, along the Northerly line of lands described in Official Records Book 416, Page 1762, a distance of 215.96 feet to a concrete monument on the Southeasterly right-of-way of State Road #19. Return to the POINT OF BEGINNING and (2) continue Northerly, along the Westerly boundary of Shadow Lane Heights Subdivision, a distance 207.30 feet to a concrete monument on the Southerly line of lands described in Deed Book Q, Page 560 of said public records. (3) Thence run Westerly, along said, Southerly line, a distance of 98.43 feet to a concrete monument on the Southeasterly right-of-way of State Road #19. (4) Thence run Southwesterly, along said Southeasterly right-of-way, a distance of 241.88 feet to the Westerly end of call (1) and to close.

PB07

Contiguous

Req.for W&S

909 State Rd 19
Masters

Legend
Highlighted Feature
Community Name
Addresses
Block Number
Lot Number
Township Range
Street Names
Street Centerline
Hydrography
Parcels
Subdivisions
Municipal Boundary
2006 Aerials

Putnam County GIS Office
P.O. Box 307
Palatka, FL 32178-0307

2/20/2007 9:48:41 AM

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

Case 07-11 **Address:** 909 N Highway 19
Parcel: (02-10-26-0000-0190-0000)
Applicant: Lawrence J. & Susan A. Masters

Request: Annexation, amending the Future Land Use Map from County Commercial to City Commercial. and rezoning from County C-2 to City C-2

(Public Hearing)

Ms. Banks advised that this property is contiguous and that no responses to the public notices were received. She recommended approval of the request.

(Regular Meeting)

Motion made by Clem Saccareccia to recommend approval of the request. Seconded by Sue Roskosh. All present voted affirmative. Motion carried.

Case 08-32 **Address:** 701 St. Johns Avenue
Parcel: (42-10-27-6850-0540-0050)
Applicant: Thomas V. + Cheryl E. Kavanaugh
Agent: Clint Snyder

Request: For a conditional use to exceed the 25 percent wall coverage threshold for a wall graphic per Sec. 62-11 in the Downtown Business District.

(Public Hearing)

Ms. Banks advised that there was only one response received from the advertisement or notices mailed and it was in support of the mural. Staff recommends approval.

Clint Snyder shared a rendering of the proposed mural and advised that they are pleased to be able to do their part in the continued effort of the revitalization for the downtown area of the City.

(Regular Meeting)

Motion Randy Braddy to approval this request for a Conditional Use. Seconded by Sue Roskosh. All present voted affirmative. Motion carried.

Case 08-33 **Address:** 2510 Crill Ave.
Parcel: (12-10-26-0210-0000-0001)
Owner: KNT LLC
Agent: Daphne McClendon

Request: For a conditional use to operate a child care facility in a C-2 zoning district.

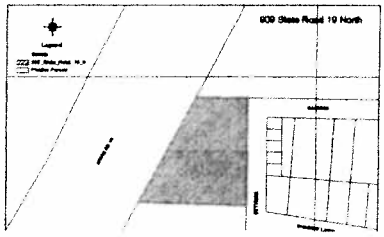
NOTICE OF ANNEXATION

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, at the next regular meeting to be held at 6:00 p.m. on the 14th day of May, 2009, at City Hall, Palatka, Florida, will consider the enactment of Ordinance No. 09-18 annexing the following described property into the corporate limits of the City and redefining the boundary lines of the City of Palatka to include said property. The property is described as approximately .75 acres of improved property in Section 2, Township 10 South, Range 26 East, located at **909 N. State Rd. 19**, Palatka, Putnam County. A map is attached hereto and a copy of the Ordinance containing a copy of the legal description can be obtained from the Office of the City Clerk at City Hall.

All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK



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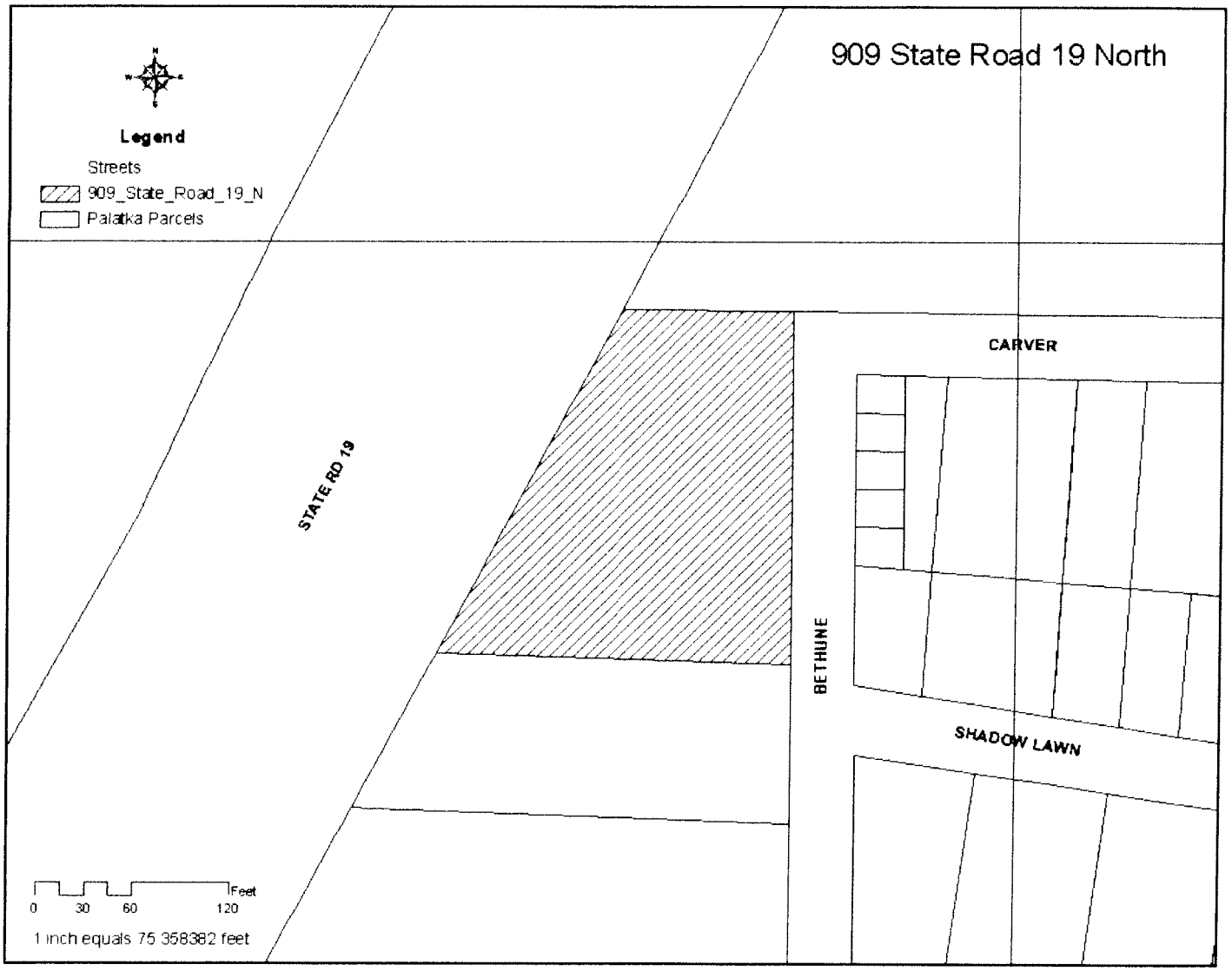
All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 171.044.

PLEASE GOVERN YOURSELVES ACCORDINGLY.

/s/ BETSY J. DRIGGERS
CITY CLERK

DISPLAY ADVERTISEMENT – 2 x 6 -- run w/ map on file
Run Dates: 05/01/09 and 05/08/09
PROOF OF ADVERTISEMENT REQUESTED
Betsy J. Driggers
City of Palatka
201 N. 2nd Street
Palatka FL 32177
phone 386-329-0100
fax 386-329-0106


909 State Road 19 North
Legend
Streets
909_State_Road_19_N
Palatka Parcels
STATE RD 19
CARVER
BETHUNE
SHADOW LAWN
Feet
0 30 60 120
1 inch equals 75 358382 feet

Agenda Item

10

CITY OF PALATKA CITY COMMISSION
AGENDA ITEM

ITEM: Public hearing and adoption of an ordinance changing the zoning designation for 3875 Reid Street (Palatka Moose Lodge) from Industrial (M -1) to Recreation/Open Space (ROS). Second reading.

DEPARTMENT: Building & Zoning

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS:

1. An ordinance of the City of Palatka changing the zoning of 3875 Reid Street from Industrial (M-1) to Recreation/Open Space (ROS).
2. January 6, 2009, Planning Board Minutes.
3. January 6, 2009, Planning Board Packet.

DATE: May 14, 2009

SUMMARY HIGHLIGHTS:

The identified purpose of this zoning application is to make the existing uses for the 7.73 acre site (Moose lodge and limited RV camping) consistent with the zoning district and future land use map designation. A small scale future land use map amendment for the site was approved by the City Commission on April 23, 2009, and transmitted to DCA for their review.

A public hearing was held by the Planning Board on January 6, 2009, on the applicant's request for a change of zoning from Industrial (M -1) to Recreation/Open Space (ROS). There was no public testimony. The Planning Board voted to recommend approval of this request.

The first reading of the adoption ordinance was considered by the City Commission on April 23, 2009. The applicant was the only public testimony.

RECOMMENDED ACTION:

Staff recommends approval of the attached ordinance.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

This instrument prepared by:
Jim Lee
205 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 09-12

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTY IN SECTION 03, TOWNSHIP 10 SOUTH, RANGE 26 EAST; REPEALING ANY ORDINANCE IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1.

WHEREAS, application has been made by the owner, Palatka Lodge 184, Loyal Order of Moose Inc., to the City for certain amendments to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Commission of the City of Palatka on January 6, 2009, and two public hearings before the City Commission of the City of Palatka on April 23, 2009, and May 14, 2009, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted, now therefore,

Section 2. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from its present zoning classification of M-1 (Light Industrial) to ROS (Recreation/Open Space).

DESCRIPTION OF PROPERTY:

Property Tax Number 03-10-26-0000-0010-0010

Part of the NE ¼ of the NE ¼ of Section 03, Township 10 South, Range 26 East, more particularly described as follows:

Commence at a concrete monument at the Northeast corner of said section 3 and run thence South 00°58'58" East, along the Easterly boundary thereof 991.62 feet to an iron rod set at the intersection of said Easterly boundary and the

Southerly boundary of the right-of-way of State Road 100, said intersection being the Northeast corner of a parcel of land as described in O.R. Book 316, Page 456 of the Public Records of Putnam County, Florida, and the Point of Beginning of this description; from the Point of Beginning thus described, run thence (1) North 69°28'30" West, along said Southerly boundary and the Northerly boundary of said parcel a distance of 659.03 feet to an iron rod set at the Northeast corner of a parcel of land as described in O.R. Book 974, Page 314 of said Public Records; run thence (2) South 20°31'30" west, along the Easterly boundary thereof 500.00 feet to an iron rod set at the Southeast corner of last said parcel (O.R. Book 974, Page 314) and on the Southerly boundary of said parcel (as described in O.R. Book 316, Page 456); run thence (3) south 69°28'30" east, along the southerly boundary thereof 359.03 feet to a concrete monument at the bend in said Southerly boundary; run thence (4) North 89°01'02" east, along said Southerly boundary 462.43 feet to an iron rod set on the Easterly boundary of said section; run thence (5) North 00°58'58" West, along said Easterly boundary thereof 355.20 feet to the Point of Beginning and to close.

Section 3. All ordinances in conflict with the terms and provisions of this ordinance are hereby specifically repealed.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 14th day of May,2009.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

Case 08-43 **Location:** 2801 Kennedy Street – continued

Mr. Taylor, 710 St. Johns Ave., gave an overview of the Owner's intent to expand their existing services for a dental clinic with a modular building of approximately 1453 square feet and that the facility will be established to serve the general public.

(Regular Meeting)

Motion made by Sue Roskosh to approve the request for a conditional use for a dental clinic in an R-3 zoning district. Seconded by Clem Saccareccia. All present voted affirmative, motion carried.

Case 08-17 **Location:** 3875 Reid Street
Parcel #: (03-10-26-0000-0010-0010)
Applicant: Palatka Lodge 184, Loyal Order of Moose, Inc.

Request: To amend the Future Land Use Map from Industrial (IN) to Public Buildings and Grounds (PBG) and rezone from Industrial (M-1) to Recreation/Open Space (ROS)

(Public Hearing)

Ms. Banks advised that this came to our attention several months ago, when the owners came and discussed their interest in allowing camping, which is not allowed in the current zoning district of M1. She stated that staff believes that this request will more appropriately reflect the existing use and the proposed use, and that the airport will be rezoned and the future land use will be amended to more correctly reflect the airport use. She added that no comments were received from the advertisement or notices sent out to surrounding property owners.

(Regular Meeting)

Motion made by Randy Braddy to approve the request to amend the Future Land Use Map from Industrial to Public Buildings and Grounds and rezone from Industrial to Recreation/Open Space. Seconded Sue Roskosh All present voted affirmative, motion carried.

Case 08-41 **Address:** Lundy Road (Oaks Landing)
Parcel: 18-10-27-0000-0060-0000 and 13-10-26-0000-0280-0000
Owner: Michael J. Held
Agent: Lara Diettrich – Kimley-Horn and Associates

Request: To rezone to R-3 Multi-family residential with a Planned Unit Development Overlay.

(Public Hearing)

Mr. Lee gave a brief of history on this case, advising that the site was annexed into the City in 2005. The Planning Board had meetings on November 7, 2006 and December 5, 2006 to consider recommendation to the City Commission of whether to transmit the Large Scale Future Land Use amendment to the Department of Community Affairs (DCA) on December 14, 2006, and at that meeting, the owner's representatives

PLANNING BOARD REPORT
January 6, 2009 Regular Meeting

SUBJECT: CASE - PB 08-17 – 3875 Reid St.

A. REQUEST:
Request to amend the future land use map from Industrial to Public Buildings & Grounds (PBG) and to rezone from M-1 (Industrial) to Recreation/Open Space (ROS) District

B. BACKGROUND:
Owner: Palatka Lodge 184, Loyal Order of Moose, Inc.
Location: 3875 Reid Street
Parcel #: 03-10-26-0000-0010-0010
Size: 7.73 acres
Current Zoning: Industrial (M-1)
Requested Zoning: Recreation/Open Space (ROS)
Current Future Land Use Designation: Industrial (IN)
Requested Land Use Designation: Public Buildings & Grounds (PBG)

ADJACENT DEVELOPMENT:

DIRECTION:	ZONING:	FLUM:	CURRENT USE:
North	County Agricultural	County Urban Service County Urban Reserve	Timberland; abandoned rail system; single family residence
East	City C-2 County C-4	Commercial Commercial	Single Family residence; vacant parcel
South	M-1	Other public facilities	Airport
West	County Light Industrial	County Urban Service	Vacant

C. COMPREHENSIVE PLAN:

The Existing Land Use Designation: The existing Future Land Use is City Industrial which allows for a variety of industrial and commercial uses.

The Proposed Land Use Designation: Public Building and Grounds

<u>Future Land Use Element</u>

Objective A.1.9 F.S. 187.201(2)(b)2
The City shall manage future growth and development through the preparation, adoption, implementation and enforcement of Land Development Regulations.

Policy A.1.9.3 9J-5.006(3)(c)7
Land Development Regulations adopted, to implement this Plan shall be based on the following land use standards:

A. Land Use Districts

7. Public Buildings and Grounds

This use consists of educational, religious, military, health, and governmental

uses. This land use occupies 11acres or 0.22 percent of the City's land area scattered throughout the City.

The intensity of development permitted for this category of land use, as measured by impervious surface, shall not exceed 65 percent. The maximum height shall not exceed 40 feet.

Staff Analysis: The applicant is requesting a future land use designation change to accommodate spaces for camping. Initially there will only be 4 spaces until such time that they are able to construct facilities required by the Health Dept. when that number is exceeded. This use is compatible with uses the City has allowed on the adjacent airport property as well as the current use of the facility located on this parcel. The Comprehensive Plan does not restrict number of spaces for camping but does restrict the amount of impervious surface land coverage. The applicant understands this restriction and does not foresee any problem complying.

Policy A.1.11.4 (9J-5.006(3)(c)6)
Applications by landowners for a land use amendment to the Comprehensive Plan shall, as part of filing procedures, require the payment of a fee and provisions by the land owner of topographic, soil condition, flood hazard zone and wetland zone and wetland information on all land surveys filed in support of a land use amendment, zoning change or land subdivision. The City on a case-by-case basis may make exceptions for small-scale amendments when the property in question is (1) already developed or (2) is of a size, shape, and location that the normal permitting processes are sufficient.

Staff Analysis: This is a small-scale amendment that is partially developed. Any new development will follow the normal permitting process.

<u>Public Facilities Element</u>

Objective D.1.1 (9J-5.011(2)(b)2)
Upon Plan adoption, the City of Palatka shall enforce adopted Concurrency Management System procedures to ensure that at the time a building permit or other development order is issued, infrastructure facility capacity is available to meet the demand of development without lowering adopted Levels of Service Standards (LOSS).

Policy D.1.1.2 (9J-5.011 (2)(c)2)
All improvements for replacement, expansion, or increase in capacity of facilities shall be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

Staff Analysis: Throughout the development review process adopted levels of service standards have been maintained and will continue through buildout. This has been achieved through expansion of City services to the site.

RECOMMENDATION:
Staff recommends approval of this request to amend the Future Land Use Map from Industrial (IN) to Public Buildings & Grounds (PBG).

D. COMPLIANCE WITH THE PALATKA MUNICIPAL CODE:

Rezoning requirements

When pertaining to the rezoning of land, the report and recommendations of the Planning Board to the City Commission shall show that the Planning Board has studied and considered the proposed change in relation to the following, where applicable (from Sec. 94-38(f)(1) of the Palatka Municipal Code):

a. Whether the proposed change is in conformity with the comprehensive plan.

   Staff Analysis: The applicant requests rezoning to Recreation/Open Space (ROS) district. This zoning category would be consistent with the Public Buildings & Grounds Future Land Use designation being requested.

b. The existing land use pattern.

   Staff Analysis: This rezoning will not affect the existing land use pattern but will provide consistency with other zoning changes planned for the City's airport to the south where camping/recreational activities are now allowed. Other land uses in the area include a storage unit facility to the east, vacant land to the west and vacant timberland with 1 single-family residence to the north.

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

   Staff Analysis: Nearby districts allow recreational uses such as camping, skydiving, and other recreational activities including a nearby bowling alley scheduled to reopen in the coming months.

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

   Staff Analysis: The site is currently developed with a Moose Lodge, and limited camping facilities.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change;

   Staff Analysis: The existing district boundaries are not illogically drawn. With the approval of this request, the site's zoning will be consistent with proposed zoning for the adjacent airport property. It also provides consistency with the existing and proposed uses.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

   Staff Analysis: While not necessary, the proposed rezoning will provide consistency of zoning with the airport once it is rezoned to correctly reflect the use.

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

Staff Analysis: This parcel is not a part of an established neighborhood. All zoning directly adjacent is commercial or industrial.

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

Staff Analysis: All concurrency reviews will be conducted at permit issuance.

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

Staff Analysis: Any new development associated with this request will be required to meet all requirements of the St. Johns River Water Management District as part of any permitting.

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

Staff Analysis: This change will not reduce light or air to adjacent areas; the existing setbacks and maximum impervious area limitations serve to prevent the reduction of light or air to adjacent areas.

k. Whether the proposed change will adversely affect property values in the adjacent area.

Staff Analysis: It is not anticipated that this rezoning request will adversely affect property values.

l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

Staff Analysis: This rezoning will not affect the improvement or development of commercial uses on adjacent properties since those adjacent properties are zoned commercial.

m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

Staff Analysis: This rezoning does not constitute a grant of special privilege.

n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

Staff Analysis: The existing use and zoning are inappropriate for the current zoning. The requested zoning of ROS allows private camps, camping grounds, and recreational exhibits and areas; Country clubs, including golf courses and playing courts. Staff believes this zoning designation most appropriately fits the current and intended use of this parcel.

o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

Staff Analysis: The change is not out of scale with the needs of the city and is not located in a neighborhood.

p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Staff Analysis: Staff is not aware of any other sites available for this type of use.

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

Staff Analysis: This parcel is not located in a Historic District.

RECOMMENDATION:
Staff recommends approval of this request to rezone from M-1 (Industrial) to Recreation/Open Space (ROS) District.

PHOTOS

Existing structure fronting on Reid St.

View facing south where the camping spaces would be located. Adjacent to airport.

2008 Interim Property Information for Parcel: 03-10-26-0000-0010-0010

2007 Certified Tax Collector Information

Palatka Lodge No 184

Loyal Order Of The Moose Inc
3875 Reid St
Palatka Fl 32177-2177 (**Putnam County GIS Interactive Mapping**)

Parcel 911 Addresses

3875 Reid St, Palatka (**MapQuest map**)

Detail Information for Parcel: 03-10-26-0000-0010-0010

Property Use:	Clubs, Lodges, Union Halls	Structures:	1
Mobile Homes: ?	0	MH Unextended:	0
Census Tract:	950600	Census Block:	1014
Total Acreage:	7.73	Location:	City of Palatka

Property Legal Description

PT OF E3/4 OF NE1/4 OR243 P578 (EX OR619 P1573 OR900 P1204 OR924 P1651 OR974 P313)

Parcel Sales Data

Book	Page	Instrument	Month	Year	QSCD	Price
1129	1137	Ordinance	December	2006		$0
1085	0244	Ordinance	March	2006	01 V	$0
1050	1583	Warranty Deed	August	2005	00 V	$300000

Land Data

Units	Descriptions
2.59	Non Spec Acres
3.74	Non Spec Acres
1.04	Non Spec Acres

Zoning Data

Department	Code	Descriptions
Palatka	IL	

Future Land Use Map (FLUM)

Code	Descriptions

US	Urban Service

Structure Data

Type	Year	Area	Square Feet
Fraternal Club	2006	BASE	10000
		CAN	600
		CAN	732

Notice:

NOTICE - This is an interim Putnam County file. Property assessment information will not be displayed until it is certified in October.

Click **here** to do another search or use your browser's back button to return to previous search results.

City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172

As an owner of adjacent property, you are hereby notified of a pending action before the Planning Board which may be of concern to you:

PUBLIC NOTICE

Notice is hereby given that the **CITY OF PALATKA PLANNING BOARD** will hold a public hearing on January 6, 2009 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

Request to amend the Future Land Use Map from Industrial to Public Buildings & Grounds and to rezone from Industrial (M-1) to Recreation/Open Space (ROS) district. Case: PB 08-17

Owner: Palatka Lodge 184, Loyal Order of Moose, Inc.

Location: 3875 Reid Street

Parcel #: 03-10-26-0000-0010-0010

All interested parties are invited to attend this public hearing.

Debbie Banks
Assistant Planning Director

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, THAT INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AT THE EXPENSE OF THE APPELLANT. F.S. 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING & ZONING DEPARTMENT AT (386)329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

Agenda Item

11a

Emergency Services of Putnam County

Fire – EMS – Emergency Management

Date: April 6, 2009

To: Putnam County Emergency Support Functions (ESF's), County Departments, City of Palatka, Town of Interlachen, Town of Welaka, Town of Pomona Park, Crescent City, all interested agencies with disaster related duties

From: Chief Romay, Chief Emergency Operations and Preparedness

Subject: Invitation to the 2009 Hurricane Tabletop Exercise

The 2009 Putnam County Hurricane Tabletop exercise is scheduled for June 1, 2009 from 8:00AM-12:00PM. The exercise will be conducted at the Putnam County Emergency Operations Center located at 410 S. SR 19. Palatka, Fl. 32177

This year's exercise is named after Lacy E. Suiter, a former state director of Emergency Management. Representation from your ESF, County Department, Municipality and interested agencies with disaster related duties are encouraged to attend.

Putnam County is proud to have a County Emergency Management plan that was approved by the state and adopted by Board of County Commissioners in 2008. By design the tabletop exercise is intended to be an interactive test to define gaps and strengthen everyone's ability to prepare, respond and recover from a hurricane.

It is requested that attendees RSVP to Ryan Simpson at (386) 326-2793. or ryan.simpson@putnam-fl.com.

WebEOC will be used during the exercise. Initial and refresher training is available by request. Please contact Jayson Southworth at (386) 326-2738 or jayson.southworth@putnam-fl.com.

In advance I want to express my appreciation for your efforts to make this exercise a success and, more imporantly to advance Putnam County's level of emergency management professionalism and preparedness.

410 South SR 19• Palatka, FL 32177 • Phone (386) 329-0379 • FAX (386) 329-0897

Betsy Driggers

From: Gary Getchell

Sent: Thursday, April 23, 2009 9:56 AM

To: Woody Boynton; Betsy Driggers; Christeen Haney; Debbie Banks; 'Donna Franklin@Airport (E-mail)'; Gary Getchell; 'Gina Williams @ golf (E-mail)'; James Griffith; James Lee; Jeff Norton; John Youell; Karen Venables; 'Mark Lynady (E-mail)'; 'Melvin Register - WTP (E-mail)'; Melvin Register@WTP (E-mail); 'Mike Lambert (E-mail)'; 'PHA - John Nelson (E-mail)'; 'Platt Drew (E-mail)'; 'Rhett McCamey (E-mail)'

Cc: PDStaff; 'Karl Flagg (E-mail)'; Karl Flagg; 'Vernon Myers (E-mail)'; Allegra Kitchens; Mary Brown; Mary Lawson Brown (E-mail); James Norwood

Subject: Table Top Exercise Announcement

Good Morning,

The County has announced a Hurricane table-top exercise scheduled on June 1, 2009 from 8:00 am – 12:00 pm. The City will participate in the table-top, which runs concurrently with the State of Florida EOC Hurricane table-top exercise. Basically, this event is a State-wide table-top. Even though the official start date is June 1st, we will begin to receive storm announcements and updates approximately 1 week before the table-top (just like a real storm). Somewhere during the pre-storm event, the City will implement the Comprehensive Emergency Operations Plan, to include, but not limited to planning and decision meetings (just like a real storm). The City's 2009 (revised) Emergency Operations Plan was disseminated last week. If you did not receive a copy please let me know.

Staffing for the table-top exercise on June 1st shall be as follows:

1. All city employees assigned to County ESF positions (Law enforcement, Planning, PIO) shall report to the County EOC during the table-top.
2. All city employees assigned to the City ESF position at the City command center (PPD) shall report to the Police Department (Command Center)
3. City policy personnel (City Mgr, Police Chief, and Fire Chief) should operate as though the table-top is a live storm event. I (Chief of Police) plan on being at the County EOC during the commencement of the table-top until I feel comfortable with the City's abilities to meet the needs of the table-top exercise.

I the interim, we are approaching Hurricane season; please review City Emergency Operations Plan and begin the process of conducting inventory of supplies, etc.

Thank you for your service,

Gary

Agenda Item

11b

FPL.

Putnam County

Economic Impact of Florida EnergySecure Line

FPL proposes to build an underground natural gas pipeline along the eastern portion of the state of Florida. The main proposed pipeline route would be constructed mostly along existing utility and transportation rights-of-way from Bradford County to FPL's Martin plant in Martin County. Compressor stations would be located in Bradford and Palm Beach Counties. There would be two laterals to FPL's Cape Canaveral and Riviera Beach Next Generation Clean Energy Centers.

The Florida EnergySecure Line would allow FPL to increase the supply of clean natural gas to meet planned needs, diversify the source of natural gas production beyond offshore Gulf of Mexico sources to inland sources and help protect the supply of natural gas and the electric generation it would support in the event of storms.

Additionally, the Florida EnergySecure Line is estimated to generate $1.2 billion in direct and indirect economic impact that includes more than $400 million in property taxes for the counties it would traverse. This project would also have a positive impact on more than 7,500 jobs including the creation of approximately 3,500 construction jobs.

Miles of Pipeline in Putnam County: 36*

Initial Taxable Value of Pipeline: $141,000,000

Total Property Taxes (estimated over 40 years):

County: $26,805,172

School: $22,162,662

Water District: $1,196,007

County Total: $50,163,841

Total Economic Impact to Putnam County:

Total Direct Output: $66,015,404

Total Indirect Output: $98,825,060

Number of Total Jobs: 455

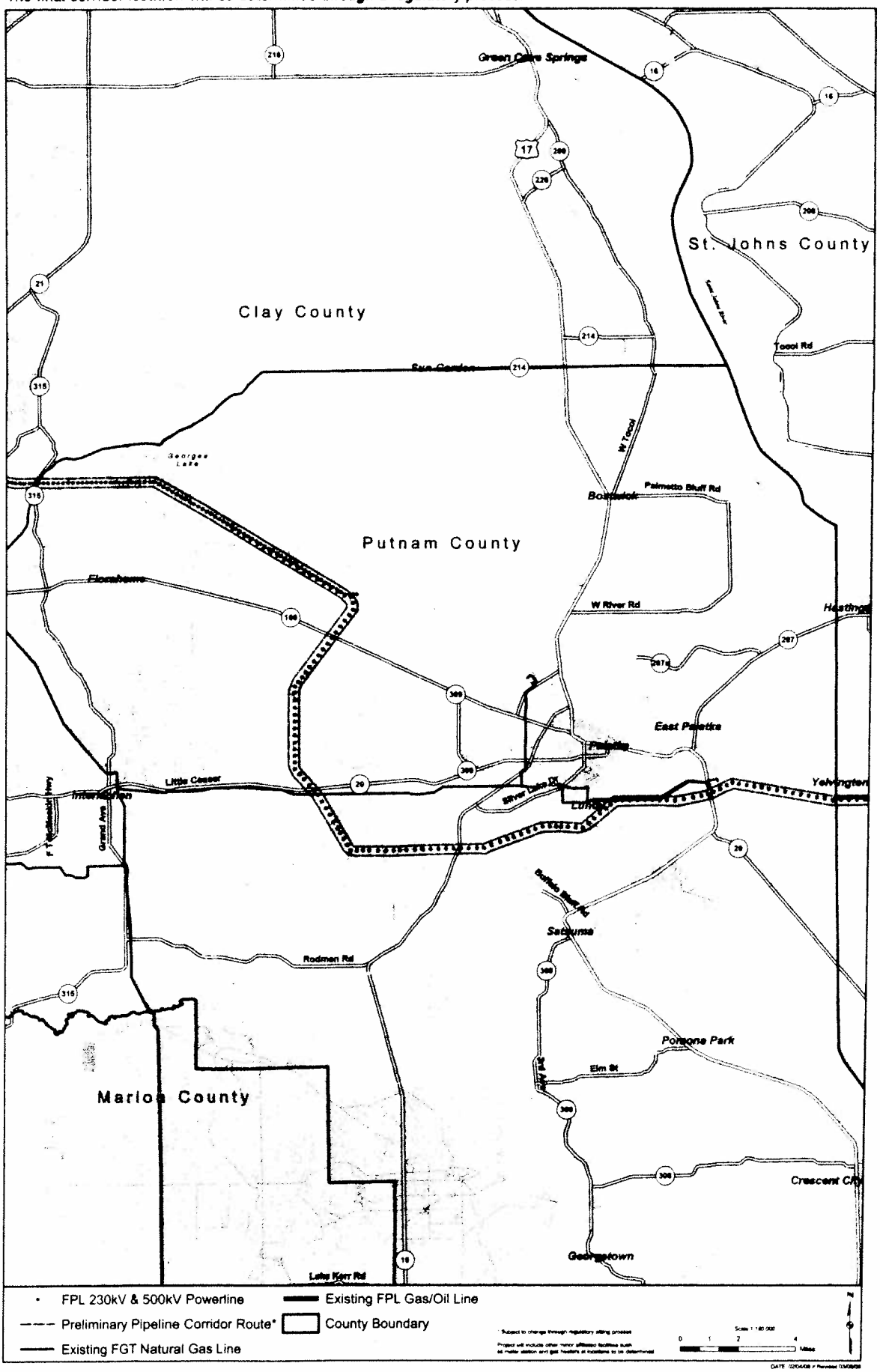
Dollar Amount for Direct Wages: $20,430,570

Route Description

See map on back.

Florida EnergySecure Line Corridor in Putnam County

**The numbers below are estimated based on preliminary corridor siting.*
The final corridor location will be determined through a regulatory process.



FPL.

Frequently asked questions

What is the Florida EnergySecure Line project?

The purpose of the Florida EnergySecure Line is to meet demand for natural gas as a clean fuel for generating electricity while helping to diversify and secure the state's access to natural gas supplies. The Florida EnergySecure Line would ensure that current and future generations of Floridians have an uninterrupted supply of safe, dependable, efficient and clean natural gas – when and where we need it. To do this, FPL intends to design, construct and operate an underground natural gas pipeline along the eastern portion of the state.

What is the proposed route for the project?

The proposed, main corridor would be located entirely in Florida and is expected to cross up to 14 counties. The main proposed pipeline route would be constructed mostly along existing utility and transportation rights-of-way from Bradford County to FPL's Martin plant in Martin County. Compressor stations would be located in Bradford and Palm Beach Counties. There would be two laterals to FPL's Cape Canaveral and Riviera Beach Next Generation Clean Energy Centers.

What is the cost of this pipeline?

The pipeline would cost an estimated $1.5 billion. It has the added benefit of positively impacting 7,500 jobs in Florida during the construction phase and generating more than $400 million in additional property taxes for counties where the pipeline would be located.

What is natural gas and where does it come from?

Natural gas comes from the earth.It is an abundant, naturally occurring gas found deep beneath the earth's surface. It is called a fossil fuel because scientists believe it was created by the gradual decomposition of ancient organic fossil matter such as plants and tiny sea animals.

Will FPL deliver gas to my home?

No. The purpose of the Florida EnergySecure Line is to provide clean burning natural gas to power plants where it would be used to make electricity.

Are natural gas pipelines safe?

Yes. Pipelines are the safest way to transport natural gas over long distances. Gas pipelines are built according to rigorous safety standards. Natural gas pipelines have an outstanding safety record.

What type of environmental impact would there be during and after the construction phase?

Before construction begins, all environmental factors along the corridor would be closely evaluated. During construction, FPL would work with federal, state and local agencies to ensure that we protect environmentally sensitive areas. FPL would use well-established pipeline construction methods such as horizontal directional drilling and timber mats to avoid and minimize environmental impacts. Because the pipeline is located underground, the land conditions above ground would be restored after construction is completed.

How does this project benefit the customer?

If approved, the pipeline would benefit all electric customers because it would provide a reliable supply of clean, natural gas to meet planned needs. It would help diversify the source of natural gas production beyond offshore Gulf of Mexico sources to additional onshore sources. The addition of a third major natural gas pipeline route into the Florida peninsula would help protect access to the supply of natural gas and the electric generation it supports in the event any of these routes are disrupted. And, the pipeline would positively impact more than 7,500 jobs, including creation of approximately 3,500 construction jobs, as well as generation of more than $400 million in additional property taxes in the counties the pipeline would cross.

What is the construction schedule?

Construction would take about one year. The pipeline would be ready to serve the Cape Canaveral and Riviera Beach Next Generation Clean Energy Centers when modernizations are complete.

Will FPL hire local construction labor?

FPL awards construction contracts based on an open, competitive bidding process to maximize the value to our customers and shareholders. The bidding process is open to all contractors who can demonstrate they have the resources, capabilities and expertise to complete the contract safely, on time and within budget.

Visit our Web site – www.FPL.com/EnergySecure
or visit www.generationclean.com

Call us toll free at 800-226-3545