

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

GRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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 June 11, 2009

CALL TO ORDER:

- a. Invocation –
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 5-28-09

1. **PUBLIC RECOGNITION**
 - a. **PHS TOP TWO SUMMA CUM LAUDE GRADUATES:** Kim Heh (4.80 gpa) and Ethan Hawkins (4.76 gpa)
2. **PUBLIC COMMENTS** - (Speakers limited to three minutes – no action taken on items)
3. **CONSENT AGENDA:**
 - *a. **Consent to correct Ordinance 06-45, adopted 10-26-06, per scrivener's error in zoning classification**, from R-1A to R-3, as per Planning Board Recommendation and Public Hearings held at time of adoption, per Planning Director and City Attorney
 - *b. **Authorize execution of Riverside Builders Contract Change Order #1 decreasing the contract amount by \$84,545.00**, for a new contract sum of \$126,615.00 for the 2008-09 Water Works Renovation Project - City Manager
 - *c. **Authorize execution of Riverside Builders Contract Change Order #2 in the amount of \$2,657.00** for a new contract sum of \$129,272.00 for the 2008-09 Water Works Renovation Project – City Manager
 - *d. **Authorize 10% increase in current T-Hangar rental rates and set rental rates for 10 new T-hangars** at Palatka Municipal Airport, per recommendation of Airport Advisory Board
 - *e. **Declare as surplus for disposition per department requests:**
 1. Police Department and Airport Vehicles
 2. Building & Zoning Office Equipment
- * 4. **REQUEST FOR COMMUNITY FINANCIAL ASSISTANCE** To Fund Summer Youth Pool Program – People Helping Each Other (PHEO) – Maurice Brown
- * 5. **REQUEST FOR COMMUNITY FINANCIAL ASSISTANCE** For Roof Repairs to American Legion Post 45 Building – Bruce C. Howe, Commander, Bert Hodge Post 45
- * 6. **DESIGNATE A VOTING DELEGATE** to the 2009 FLC Annual Conference, August 13-15, 2009.

AGENDA - CITY OF PALATKA

June 11, 2009

Page 2

- * 7. **RIVERFRONT PARK PLANNING AND ENGINEERING CONTRACT PROPOSAL** with Michael Redd & Associates
 - a. Discussion of Contract Terms
 - b. Authorization to Execute Contract
- 8. **ADMINISTRATIVE REPORTS**
- 9. **COMMISSIONER COMMENTS**
- 10. **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:

June 25, 2009 – City Commission/Code Enforcement Board Workshop 4:00 p.m.

July 3, 2009 – City Offices closed in observance of Independence Day

August 13 – 15, 2009 – FLC Annual Conference, Orlando, FL

September 7, 2009 – City Offices closed in observance of Labor Day

November 19 – 20, 2009 – FLC Annual Legislative Conference, Orlando, FL

*Agenda
Item*

3a

**CITY OF PALATKA CITY COMMISSION
AGENDA ITEM**

ITEM: Correction of a scrivener's error in Ordinance No. 06-65, adopted on October 26, 2006, which rezoned a 9.5 acre parcel on the north side of Crill Avenue and behind 7010 Crill Avenue and south of Old Wolf Bay Road. (Country Point, Parcel # 09-10-26-0000-0780-0010)

DEPARTMENT: Building & Zoning

AGENDA SECTION: Consent Agenda

ATTACHMENTS

1. An ordinance of the City of Palatka changing the zoning of a 9.5 acre parcel on the north side of Crill Avenue and behind 7010 Crill Avenue and south of Old Wolf Bay Road (Ordinance No. 06-45).
2. October 12, 2006 City Commission Agenda and October 26, City Commission Agenda.
3. October 12, 2006 City Commission minutes and October 26, 2006 City Commission minutes.
4. March 14, 2006 Planning Board minutes.

DATE: June 11, 2009

SUMMARY HIGHLIGHTS:

From the documentation in the City Commission packets for October 12, 2006, and October 26, 2006, it is clear that this rezoning request was from C-2 (Intensive Commercial) to R-3 (Multi-Family Residential). The ordinance incorrectly indicates the rezoning request from C-2 (Intensive Commercial) to R1A (Single Family Residential).

Planning Board minutes from March 14, 2006, also indicate that the rezoning request was from C-2 (Intensive Commercial) to R-3 (Multi-Family Residential).

RECOMMENDED ACTION:

Correct scrivener's error to reflect City Commission intent to rezone the site from C-2 (Intensive Commercial) to R-3 (Multi-Family Residential).

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

This instrument prepared by:
Betsy Driggers
201 N. 2nd St.
Palatka, FL 32177

ORDINANCE NO. 06-45

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 09, TOWNSHIP 10 SOUTH, RANGE 26 EAST; 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, Oliver Family Living Trust, by and through its agents, John Marian or Albert Weber, 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 and before the City Commission of the City of Palatka, 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 City C-2 (Commercial-II) to City R-1A (Single Family Residential).

DESCRIPTION OF PROPERTY:

Part of the NE ¼ of the SE ¼ of Section 9, Township 10 south, range 26 east, Putnam County, Florida, lying northerly of State Road 20, excepting therefrom parcel 210, Parts A and B of those lands described in official records book 885, Page 1902 of the Public Records of Putnam County, being more particularly described as follows:

A point of commencement being the southeasterly corner of Section 9, Township 10 South, Range 26 East; thence N00°33'25"W a distance of 2,650.09 feet; thence S89°15'47"W a distance of 676.00 feet to the point of beginning; thence S09°15'24"W a distance of 210.48 feet; thence S21°19'49"E a distance of 102.87 feet; thence S66°10'44"E a distance of 301.76 feet; thence S21°11'08"E a distance of 57.23 feet, thence S68°51'00"W a distance of 172.50 feet, thence S21°10'44"E a distance of 282.87 feet, thence S68°49'16"W a distance of 65.0 feet, thence N21°10'44"W a distance of 282.9 feet, thence S68°51'00"W a distance of 790.22 feet, thence N01°00'15"W a distance of 841.08 feet, thence N89°15'47"E a distance of 672.99 feet to the Point of Beginning, situate, lying and being in the County of Putnam, State of Florida, and containing 9.5 acres, more or less.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of October, 2006.

CITY OF PALATKA

BY:

Karin Flagg
Its Mayor

ATTEST:

Betsy J. Dugan
City Clerk

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

FORGE E. SANDERS
COMMISSIONER

JAMES NORWOOD, JR.
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ALLEGRA KITCHENS
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Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

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CHIEF FIRE DEPT.
DONALD E. HOLMES
CITY ATTORNEY

AGENDA CITY OF PALATKA October 12, 2006

CALL TO ORDER:

- a. Invocation – The Reverend Maurice Brown, Pastor; St. Mary’s Episcopal Church
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 8/24/06 Regular Meeting

1. PUBLIC RECOGNITION

- a. **PROCLAMATION – Domestic Violence Awareness Month – October, 2006**
- b. **PROCLAMATION – Breast Cancer Awareness Month & Mammography Day – October, 2006**
- c. **PROCLAMATION – Florida City Government Week – October 15 – 21, 2006**
- d. **PROCLAMATION – National Make A Difference Day – October 28, 2006**

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

3. CONSENT AGENDA:

- *a. **Authorize acceptance of Homeland Security Grant from Fla. Dept. of Emergency Management Contract #07-DS-5N-04-64-02-CFDA #97.067** in the amount of \$8,469 to be used for partial fencing of back lot to secure PPD facility at 110 N. 11th Street
- *b. **Provide conceptual approval to Cypress Mills developer** to evaluate storm water treatment options of the Kirby Street Drainage Basin on city-owned property per recommendation of Public Works Director
- *c. **Approve noise ordinance variance for Angela’s of Palatka “Special Event”** October 26, 2006, 5:00 – 7:30 p.m.
- *d. **Set 2006 Holiday Schedule** -- Nov. 9 and Dec. 14, 2006
- e. **Set Trick or Treat Hours for Tuesday, October 31** from 6:00 – 8:00 p.m.

* 4. **REQUEST TO APPEAL PLANNING BOARD CASE NO. 06-037** – 1100 Madison Street – Request for Conditional Use for an alcoholic beverage license within 300 feet of a church and another licensed premise – Alex Sharp, Agent for R. T Kohuth, Owner/Applicant

* 5. **REQUEST FOR COMMISSION REVIEW AND ADOPTION** of Putnam County Interlocal School Agreement – Patrick Kennedy, Putnam County Planning & Development

* 6. **REQUEST TO EXPLORE DESIGNATION** of Downtown Mainstreet District as a Historic District – Ruth Burk, agent for Historical Restoration Enterprises

* 7. **ORDINANCE** rezoning approx. 9.5 acres on the North side of Crill Avenue (aka SR20) West of Zeagler Drive - Planning Board Recommendation Rezone from City C-2 (Intensive Commercial) to City R-3 (Multi-family residential) – John Marian or Albert Weber, Agents for Oliver Family Living Trust – 1st Reading

201 N. 2ND STREET • PALATKA, FLORIDA 32177

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FAX: (386) 329-0106

AGENDA - CITY OF PALATKA

October 12, 2006

Page 2

8. **ADMINISTRATIVE REPORTS**
9. **COMMISSIONER COMMENTS**
10. **ADJOURN**

*Attachment

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DONALD E. HOLMES
CITY ATTORNEY

AGENDA CITY OF PALATKA October 26, 2006

CALL TO ORDER:

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

APPROVAL OF MINUTES – 9-14-06, 9-28-06 and 10-12-06 Regular Meetings

1. PUBLIC RECOGNITION

a. STUDENT OF THE MONTH – October, 2006 – Mayor Flagg & Vice Mayor Brown

Kristen Gilliespie	Beasley Middle School
Chase Largacci	Browning Pearce Elementary School
Cheyann Baker	Central Academy School of Excellence
Matthew Edwards	Childrens' Reading Center Charter School
Alvester Mack	E. H. Miller School
Madeline Adkins	James A. Long Elementary
Ethan Wilson	Jenkins Middle School
Austin Adams	Kelley Smith Elementary School
Dalton A. Tillis	Mellon Elementary School
Everett Neely	Moseley Elementary
Andrea Leary	Palatka High School
Kassie Williams	Peniel Baptist Academy
San Beria Perry	River Breeze Elementary School

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

3. CONSENT AGENDA:

- *a. Authorize expenditure of \$3,630.62 in Law Enforcement Trust Fund Monies for Community Crime Prevention Materials
- *b. Declare as Surplus the Real Property at the corner of S. 18th & Diana Drive (former location of water tower) for disposal at public auction
- *c. Authorize submission of Application to Declare Palatka as an "Azalea City" to Azalea Society of America, Azalea City program - Palatka Main Street; Jack Trendler, President
- *d. Adopt draft City Identification Cards policy and add to City of Palatka Policy & Procedures Manual effective 11/1/06
- *e. Approve Budget Amendment for FY 2006-07 for amendments to CRA budget, per recommendation from Ruby Williams, Finance Director
- *f. Appoint John Lyon to fill remainder of Bob Beacham's Term on Code Enforcement Board, term to expire September 30, 2006 (Alternate member/sole applicant)

AGENDA - CITY OF PALATKA

October 26, 2006

Page 2

- * 4. **PUBLIC HEARING** – 7351 & 7353 Crill Avenue - Planning Board Recommendation to Annex, Amend the Land Use Map and Land Use Element from County Urban Service to City Commercial, and Rezone from County AG (Agricultural) to City C-2 (Intensive Commercial) – PB Case No. 06-029 – Barrington and Joan G. H. Findlater, owners
 - a. **ANNEXATION** Ordinance No. 06-42 – Adopt
 - b. **LAND USE AMENDMENT** Ordinance No. 06-43 - Adopt
 - c. **REZONING** Ordinance – 1st Reading
- * 5. **PUBLIC HEARING** - Approx. 9.5 acres on the North side of Crill Avenue (aka SR20) West of Zeagler Drive - Planning Board Recommendation to Amend the Land Use Map and Land Use Element from City CR (Commercial) to City Low-Density Residential and Rezone from City C-2 (Intensive Commercial) to City R-3 (Multiple-family residential) – PB Case No. 05-069 - John Marian or Albert Weber, Agents for Oliver Family Living Trust
 - a. **LAND USE AMENDMENT** Ordinance No. 06-44 - Adopt
 - b. **REZONING** Ordinance No. 06-45 – 2nd Reading, Adopt
- * 6. **ORDINANCE** closing, vacating and abandoning a portion of St. Johns Avenue Right-of-Way between N. 19th Street & Moseley Avenue – PB Case No. 06-036 Lew Merryday, agent/Trustee for Clyde D. Middleton Trust - 1st Reading
- * 7. **ORDINANCE** closing, vacating and abandoning a portion of Cleveland Avenue located North and West of Palma Ceia Street – PB Case No. 06-030 - Marc Spalding, Agent for Adjacent owners Marc & Linda Spaulding and David & Theresa Duck – 1st Reading

8. ADMINISTRATIVE REPORTS

9. COMMISSIONER COMMENTS

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8:10:38 PM		Karen Saggett, Main Street Board Vice President, said Mr. Trendler, Main Street President, has been in communication with Ms. Jefferson. He has been in touch with the National Main Street office, and they have advised they can't come until March, and advised them to work with the State program. Mr. Trendler has been communicating with her. Mayor Flagg said they don't want five different groups inviting her for five different reasons.
8:11:56 PM		Mary Rhadigan, Art Shoppe & Gallery, said she's been in business here for several years. She took over the Art Shop, which was owned by her aunt, and she'd like to see the whole downtown area saturated with art. All the little downtowns are saturated with art. Everyone seems to have the same goals, but haven't been working together. She wants to do anything she can to help out. Just the city, just the landowners or just the merchants can't do this. They have to put egos aside and accomplish something. They can also raise money; it doesn't have to be just TIF money. They can hold fundraisers and festivals and give the money to each other. They don't have to wait for the government to give it to them.
8:14:24 PM	Vote on the Motion	There being no further discussion the motion passed unopposed.
8:14:33 PM	Ordinance	The Clerk read an ordinance entitled 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 09, TOWNSHIP 10 SOUTH, RANGE 26 EAST, AND PROVIDING AN EFFECTIVE DATE. John Marin, representative for Oliver Family Living Trust, was present for questions.
8:15:12 PM	Motion	Commissioner Brown moved to pass the ordinance on first reading as read. Commissioner Kitchens seconded the motion, which passed unopposed.
8:15:40 PM	Roll Call Vote	Commissioners Brown, Kitchens, Norwood, Sanders and Mayor Flagg, yes; Nays, none. The ordinance was declared passed on first reading.
8:16:19 PM	Administrative Reports	The Clerk noted she needs confirmations for the NEFLC dinner meeting next week and the LOGIC meeting for October 25. This is Commissioner Myers' last LOGIC meeting.
8:16:25 PM	Commissioner Comments	Commissioner Kitchens said it has been brought to her attention that banners along public highways at Christmas don't mention Christmas. She'd like to have a few Merry Christmas or Christmas Greetings banners along the State highways or St. Johns Avenue. Commissioner Norwood concurred. Mr. Bush said the catalogues don't contain them. Commissioner Kitchens suggested they commission some to be made.
8:18:09 PM		Commissioner Brown said the DCA secretary liked the landscaping in downtown, and said Palatka is one of five cities he has visited

7:01:16 PM	Motion	Commissioner Sanders moved to adopt Ordinance No. 06-44 as read. Commissioner Brown seconded the motion.
7:01:25 PM	Roll Call Vote	Commissioners Sanders, Brown, Kitchens, Norwood and Mayor Flagg, yes. Nays, none. Ordinance No. 06-44 was declared adopted.
7:01:41 PM	REZONING - ORDINANCE NO. 06-45 -- adopt -	The Clerk read an ordinance entitled 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 09, TOWNSHIP 10 SOUTH, RANGE 26 EAST; AND PROVIDING AN EFFECTIVE DATE.
7:02:02 PM	Motion	Commissioner Norwood moved to adopt Ordinance No. 06-45 as read. Commissioner Sanders seconded the motion.
7:02:10 PM	Roll Call Vote	Commissioners Brown, Kitchens, Norwood, Sanders and Mayor Flagg, yes. Nays, none. Ordinance No. 06-45 was declared adopted.
7:02:30 PM	ORDINANCE	Closing, vacating and abandoning a portion of St. Johns Avenue Right-of-Way between N. 19th Street & Moseley Avenue - PB Case No. 06-036 Lew Merryday, agent/Trustee for Clyde D. Middleton Trust - 1st Reading
7:03:04 PM		The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA CLOSING, VACATING, AND ABANDONING THAT PORTION OF ST. JOHNS AVENUE RIGHT-OF-WAY LYING BETWEEN NORTH 19TH STREET AND MOSELEY AVENUE (202.9 LINEAR FEET) AS DESCRIBED HEREIN, WITHIN THE CITY OF PALATKA, FLORIDA; AND PROVIDING EFFECTIVE DATE.
7:03:29 PM	Motion	Commissioner Norwood moved to pass the ordinance on first reading. Commissioner Sanders seconded the motion.
7:03:56 PM		The City Clerk stated there is a correction in the ordinance under the second WHEREAS, third line where it says "north," should be "south."
7:04:08 PM		Mayor Flagg asked council if this would cause any technical issues. Mr. Holmes stated if the legal description was accurate there shouldn't be a problem. Mr. Pappas said it was.
7:04:24 PM	Roll Call Vote	Commissioner Kitchens, Norwood, Sanders, Brown and Mayor Flagg, yes. Nays, none. The ordinance was declared passed on first reading.
7:04:35 PM	ORDINANCE	Closing vacating and abandoning a portion of Cleveland Avenue located North and West of Palma Ceia Street - PB Case No. 06-030 - Marc Spalding, Agent for Adjacent owners Marc & Linda Spaulding and David & Theresa Duck - 1st Reading.

PLANNING BOARD Regular Meeting
Minutes – March 14, 2006
Location: City Hall

Mr. Mengel advised that the opinion of the Public Works Director was that the limited building of residential development on this parcel would not have a negative impact on the functioning of the pond because of how it was designed. He also commented that a covenant or restriction for the land, of the proposed subdivision, regarding the water retention area might be a good idea and that this is usually done at this level.

Discussion took place regarding concerns if the City would assume some responsibility of unforeseen circumstances if allowing a re-plat of a retention area, being that the surrounding area is not completely built-out, and the need for the storm water retention area, to service the surrounding land, was originally determined by an engineer.

Mr. Braddy suggested that a letter should be submitted for file, from the controlling authority that under their review - they do not see a circumstance under which any additional demand that might be made on that land for retention purposes would not be a negative affect, for consideration at this level.

Ms. Theresa Anderson lives behind Mr. Downs and spoke of concerns for existing water build-up problems that they have between her property and Mr. Downs' property when there is a lot of rain.

(Regular Meeting)

Motion made by Jill Jester to table this request until next meeting when the City Attorney can be present to advise of concerns of possible City liability. Michelle Jeansonne made the second. All present voted affirmative. Motion Carried.

Mr. Mengel advised that the next meeting is scheduled for April 4, 2006 at 4:00pm at City Hall.

Case 05-069

Woodland Knolls (North side of Crill Avenue, East of Tierra Woods Drive) Request to approve amended site plan to amend the Future Land Use Map and Future Land Use Element (small Scale) from Commercial to Medium-density Residential and Rezone from C-2 (Intensive Commercial) to R-3 (Multiple-family Residential)

Owner: Oliver Family Living Trust
Agent: John Marin and/or Albert Weber

(Public Hearing)

Mr. Mengel advised that there has been an amendment to the site plan, previously submitted for recommendation, from the Planning Board to the City Commission.

**Planning Board Regular Meeting
Minutes – March 14, 2006
Location: City Hall**

Albert Weber, 130 Kirkwood Dr., Holly Hill Fl. - advised that after talking to a lot of the surrounding community, taking their opinions into consideration, some of the changes were kept the same, some changes include (24) 800 Sq. Ft. 1-BR, (24) 1,200 Sq. Ft. 2-BR and (24) 1,561 Sq. Ft. 3-BR units. The Amenity Center was slimmed down a bit and moved over to the side.

Ms. Jeansonne asked how much of amenity center was trimmed down.

Advised that it was pushed over to the side and reduced it down to approximately 1/3 the size, which also allowed for additional parking.

Mr. Mengel advised that the request is still within the less than 10 units per acre, that it fits within the Medium-density Future Land Use designation and that the requested R-3 zoning designation could be appropriate.

(Regular Meeting)

Motion made by Jill Jester to approve the amended site plan. Clem Saccareccia made the second. All present voted affirmative. Motion Carried.

Case 06-007 **705 St. Johns Avenue** - Request for Conditional Use for a restaurant serving alcoholic beverages within 300 feet of a church and other licensed establishments.

Owners: J. Sidney and Evelyn J. Motes

(Public Hearing)

Mr. Randy Braddy and Ms. Michelle Jeansonne recused themselves.

Mr. Mengel gave an overview of this request and as the kitchen is open with full service, he recommends approval of this request.

Discussion continued.

Ms. Michelle Jeansonne spoke from the audience commenting that this would not be an isolated request that she knew of a few others that would be requesting beer & wine with food licenses.

Mr. Randy Braddy spoke from the audience stated that as the revitalization of the Downtown area in context with the Riverfront Development you will find that you have a preponderance of restaurant activity with a great presentation as the business climate changes to more of a pedestrian atmosphere, with retail shop after retail shop and restaurant after restaurant.

Clem Saccareccia commented that the beer and wine license with the State is not contingent upon food sales, so the contingency of food sales would have to come at the local level.

*Agenda
Item*

3b



AIA[®] Document G701[™] - 2001

Change Order

PROJECT (Name and address): 2008 Water Works Renovations 1101 White Water Drive Palatka, FL 32177	CHANGE ORDER NUMBER: 002 DATE: 27 May 2009	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Riverside Builders of Putnam County, Inc. 511 West Towles Avenue, Suite 1 Palatka, Florida 32177	ARCHITECT'S PROJECT NUMBER: 0826 CONTRACT DATE: 22 December 2008 CONTRACT FOR: General Construction	<input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See Attached Breakdown.

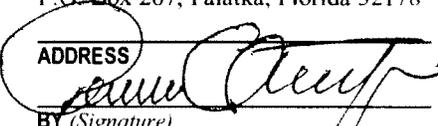
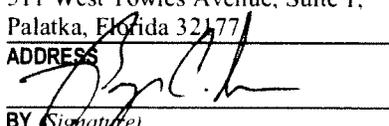
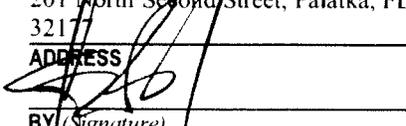
The original Contract Sum was	\$	211,160.00
The net change by previously authorized Change Orders	\$	-84,545.00
The Contract Sum prior to this Change Order was	\$	126,615.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,657.00
The new Contract Sum including this Change Order will be	\$	129,272.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 5 August 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Robert E. Taylor, A. I. A., Architect, P. A.</u> ARCHITECT (Firm name)	<u>Riverside Builders of Putnam County, Inc.</u> CONTRACTOR (Firm name)	<u>City of Palatka</u> OWNER (Firm name)
<u>P.O. Box 267, Palatka, Florida 32178</u> ADDRESS	<u>511 West Towles Avenue, Suite 1, Palatka, Florida 32177</u> ADDRESS	<u>201 North Second Street, Palatka, FL 32177</u> ADDRESS
 BY (Signature)	 BY (Signature)	 BY (Signature)
<u>Mr. Robert E. Taylor, A. I. A.</u> (Typed name)	<u>Mr. Bryan C. Screen, V.P. of Operations</u> (Typed name)	<u>Mr. E.C. 'Woody' Boynton, Jr., City Manager</u> (Typed name)
<u>27 May '09</u> DATE	<u>MAY 27, 2009</u> DATE	<u>May 29, 2009</u> DATE

CHANGE ORDER NO. 2

Project: 2008 Water Works Renovations
Architect: Robert E. Taylor, A. I. A., Architect, P. A.
Contractor: Riverside Builders, Inc.

27 May 2009
Page 2 of 3

CPR No. 2 Additional footage of 3" conduit is required due to layout and road crossing

Description: Initial electrical conduits were figured at 1" round. By field verification it has been determined existing conduits are 3" round. Additional length of 3" conduit is required due to layout and road crossing. Included is future stub-out for receptacles at Amphitheater Stage area with 1 GFI outlet located at retaining wall.

Cost: 23 April 2009 - Riverside Builders letter cited a cost of \$480.00

Action: 23 April 2009 - Mr. Boynton Approved

CPR No. 3 Relocated Telephone Service

Description: Provide and install 2 - 2" round conduits for relocated telephone service from existing cable location across roadway and along retaining wall up to existing power pole.

Cost: 23 April 2009 - Riverside Builders letter cited a cost of \$996.00

Action: 23 April 2009 - Mr. Boynton Approved

CPR No. 4 Provide and install two Schlage B663P deadbolts

Description: Furnish and install 2 Schlage B663P Classroom Function deadbolts with US-26D finish, one at each Restroom door.

Cost: 21 April 2009 - Riverside Builders letter cited a cost of \$295.00

Action: 21 April 2009 - Architect Taylor forwarded to Mr. Woody Boynton recommending approval. Approved

CPR No. 5 Sidewalk with integrated curb and Wheelchair Slabs

Description: Provide and install sidewalk with integrated curb on west side of Restrooms (No extra cost). Provide and install two handicap wheelchair landings at each side of Amphitheater Steps at Stage Area.

Cost: 6 May 2009 - Riverside Builders letter cited a cost of \$345.00

Action: 7 May 2009 - Architect Taylor forwarded to Mr. Woody Boynton recommending approval. 8 May 2009 - Mr. Boynton approved

CHANGE ORDER NO. 2

Project: 2008 Water Works Renovations
Architect: Robert E. Taylor, A. I. A., Architect, P. A.
Contractor: Riverside Builders, Inc.

27 May 2009
Page 3 of 3

CPR No. 6 **New Grab Rail and Guardrail**

Description: Add new grab rail at south side wall of Restroom and 42" high guardrail at east sidewalk curb near H/C parking space. Guardrail required because elevation of new sidewalk is more than 6" above grade of existing paving.

Cost: 6 May 2009 - Riverside Builders letter cited a cost of \$541.00

Action: 7 May 2009 - Architect Taylor forwarded to Mr. Woody Boynton recommending approval.

8 May 2009 - Mr. Boynton approved - needed additional information regarding guardrails. Architect Taylor verified guardrails are required by code because the slope is 1/12.

END OF CHANGE ORDER NO. 2

Riverside Builders of Putnam County, Inc.



511 West Towles Avenue, Suite 1 · Palatka, Florida 32177

Email: riversidebldrs@bellsouth.net

Telephone: (386) 328-3556

Fax: (386) 325-9291

Terry Parker
CG-C062117

Charles Smith
CG-C059830

April 23, 2009

Robert E. Taylor
AIA Architect, P.A.
710 St. Johns Avenue
Palatka, FL 32177

Attention: Mr. Robert E. Taylor, Architect

APR 24 2009

Re: City of Palatka
2008 Water Works Renovations
Electrical – Extra Costs

Gentlemen:

Per your request, I offer the following general information for the extra cost associated with the electrical service to the new restrooms and telephone cable relocation:

1). Initial electrical conduits were figured at 1". It has been determined that existing conduits are 3". Also additional footage of the 3" conduit is required due to the layout and road crossing. Also included in this extra cost are future stub-out receptacles at the amphitheater stage area along with one (1) GFI located at the retaining wall.

Change Proposal Request #2 – Total Extra Cost = \$480.00

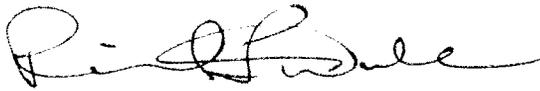
2). Provide and install 2-2" conduit for relocated telephone service from existing cable location across roadway and along retaining wall up to existing power pole.

Change Proposal Request #3 – Total Extra Cost = \$996.00

If these items are acceptable please issue a change order to cover them. As a note the 2" telephone conduits will need to be installed prior to starting the restroom slab work so this item is extremely important to resolve. A telephone call approving this item will allow us to proceed.

Please let us know if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard L. Duke". The signature is fluid and cursive, with the first name "Richard" being the most prominent part.

Richard L. Duke
Project Manager

cc: Mr. Bryan Screen

bis

Riverside Builders of Putnam County, Inc.

511 West Towles Avenue, Suite 1 · Palatka, Florida 32177
Email: riversidebldrs@bellsouth.net
Telephone: (386) 328-3556
Fax: (386) 325-9291

Terry Parker
CG-C062117



Charles Smith
CG-C059830

April 21, 2009

Robert E. Taylor
AIA Architect, P.A.
710 St. Johns Avenue
Palatka, FL 32177

Attention: Mr. Robert E. Taylor, Architect

Re: City of Palatka
2008 Water Works Renovations
Extra Cost - Door Hardware

Gentlemen:

Per your request, I offer the following extra cost to furnish and install 2-Schlage B663P classroom function deadbolts with US-26D finish. Total extra cost for these two deadbolts is \$295.00. Please indicate your acceptance of this extra cost by a change order.

Sincerely,

Richard L. Duke
Project Manager

cc: Mr. Bryan Screen

bls

Riverside Builders of Putnam County, Inc.

511 West Towles Avenue, Suite 1 - Palatka, Florida 32177

Email: riversidebldrs@bellsouth.net

Telephone: (386) 328-3556

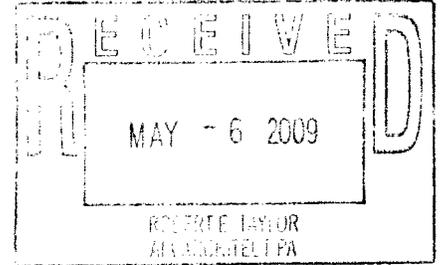
Fax: (386) 325-9291

Terry Parker
CG-C062117

Charles Smith
CG-C059830

May 6, 2009

Robert E. Taylor
AIA Architect, P.A.
710 St. Johns Avenue
Palatka, FL 32177



Attention: Mr. Robert E. Taylor, Architect

Re: City of Palatka
2008 Water Works Renovations
Extra Costs - Handrails & H/C Slab at Stage

Gentlemen:

Per your revised layout drawing (SD1.1 Rev. 2 - April 21, 2009), I offer the following labor and material extra cost items for your acceptance:

1). Sidewalk with integrated curb on west side of restrooms (No Extra Cost) and handicap wheelchair slabs at each side of amphitheater steps at stage area (Item #19).

Total Extra Cost = \$345.00

2). New grab rail at south side wall of restroom and 42" high guardrail at east sidewalk curb near H/C parking space.

Total Extra Cost = \$541.00

Please review and let me know if these extra costs are acceptable by issuing a change order approving them. I will await your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard L. Duke".

Richard L. Duke
Project Manager

cc: Mr. Bryan Screen

*Agenda
Item*

3c



AIA®

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i> 2008 Water Works Renovations 1101 White Water Drive Palatka, FL 32177	CHANGE ORDER NUMBER: 001 DATE: 02 April 2009	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> Riverside Builders of Putnam County, Inc. 511 West Towles Avenue, Suite 1 Palatka, Florida 32177	ARCHITECT'S PROJECT NUMBER: 0826 CONTRACT DATE: 22 December 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See Attached Breakdown

Drawings are revised to include only the Following:

- Sheets G0.1; SD1.1; SD 1.2 and A1.1 bearing the date of 26 February 2009
- Sheets SD1.1; SD1.2 bear Revised date of 7 April 2009

The original Contract Sum was	\$ 211,160.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 211,160.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ (84,545.00)
The new Contract Sum including this Change Order will be	\$ 126,615.00

The Contract Time will be increased by Eighty-four (84) days.

The date of Substantial Completion as of the date of this Change Order therefore is 5 August 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Robert E. Taylor, A. I. A., Architect, P. A.
ARCHITECT *(Firm name)*

P.O. Box 267, Palatka, Florida 32178

ADDRESS

[Signature]
BY *(Signature)*

Robert E. Taylor, A. I. A.

(Typed name)

12 April 09
DATE

Riverside Builders of Putnam County, Inc.
CONTRACTOR *(Firm name)*

511 West Towles Avenue, Suite 1, Palatka,
Florida 32177

ADDRESS

[Signature]
BY *(Signature)*

Mr. Bryan C. Screen, V.P. of Operations

(Typed name)

APRIL 7, 2009
DATE

City of Palatka

OWNER *(Firm name)*

201 North Second Street, Palatka, FL
32177

ADDRESS

[Signature]
BY *(Signature)*

Mr. E.C. "Woody" Boynton, Jr., City
Manager

(Typed name)

4/9/09
DATE

CHANGE ORDER NO. 1

Project: 2008 Water Works Renovations
Architect: Robert E. Taylor, A. I. A., Architect, P. A.
Contractor: Riverside Builders, Inc.

02 April 2009
Page 2 of 3

CPR No. 1 Value Engineering Proposal

Description: Listed below is the breakdown requested along with Associated Value Engineering (V-E) costs. This proposal is based on Riverside Builders handling construction (including labor and materials) for sidewalks. Also added to our scope was the retaining wall between the Clearwell and West Sand Filter buildings.

Cost: 1.) Aluminum Handrails – Furnish and Install aluminum powder coated guard rails and grip rails for Amphitheater ramps and from East Sand Filters Building to the West Sand Filter Building. We have included 2 lockable walk gates at the existing lower steps to limit foot traffic down the steps. No railings are included for the upper steps as directed by Owner.

Total V-E cost = \$29,510.00

2.) Restrooms – Construct Men's and Women's Handicapped Accessible Restrooms per revised drawings, by Robert Taylor, Architect, Sheet A1.1. All piping to be stubbed out 5 ft. from building.

Total V-E cost = \$36,734.00

3.) Amphitheater, Sidewalks, Ramps, Retaining Walls – Construct sidewalks, ramps, retaining walls, concrete platform, steps with landings per drawings SD1.1 and SD1.2. Provide sitework services to construct sloped terraces per drawings SD1.1 and SD1.2. Sod all disturbed areas. Watering maintenance of sod after installation is to be by others. Contractor to work around existing 17" Hickory and 22" Hickory trees located to the east of the Amphitheater in an attempt to preserve and protect these trees.

Total V-E cost = \$38,191.00

4.) Retaining Wall Between Clearwell – and West Sand Filter Building – Construct new 8" block retaining wall with 42" wide footer, Detail E/SD1.1. All cells filled with concrete. All backfill and sod included. This retaining wall will connect into the Clearwell wall and extend to the West Sand Filter Building. At North side of existing Clearwell, construct a 2'-8"± high reinforced CMU retaining wall on top of existing concrete retaining wall, running length of Clearwell. Wall to be reinforced with #5's drilled and epoxied into existing concrete wall 12" deep at 32" on center. Top course of CMU to be lintel block with #5's continuous. Fill all cells with cement.

Total V-E cost = \$6,855.00

CHANGE ORDER NO. 1

Project: 2008 Water Works Renovations
Architect: Robert E. Taylor, A. I. A., Architect, P. A.
Contractor: Riverside Builders, Inc.

02 April 2009
Page 3 of 3

5.) General Conditions and Expenses –

Total V-E cost = \$15,325.00

6.) Items Not Included By Riverside Builders –

- A) Any demolition of existing structures or piping.
- B) Sewer and water lines to be installed to within 5 ft of restrooms by City forces. Connection to these extended lines will be by Riverside Builders Plumbing Sub.

Grand Total V-E Revised Proposal = \$126,615.00

Original Amount per Contract dated 22 December 2009	\$	211,160.00
Less Credit for V-E Revised Proposal	=	<u>\$ (84,545.00)</u>
Revised Contract Amount	=	\$ 126,615.00

7.) Specifications are to be in compliance with the 2007 Florida Building Code with 2009 Supplements and "Industry Standards and Manufacturer's printed Recommendations" in lieu of original drawings and specifications. Contractor to submit certain drawings and specifications for review by Architect including Submittal Data as follows:

- A. Handrail Sample and Color Chart
- B. Truss Engineering
- C. Metal Roof Sample and Data Sheets
- D. Soffit and Fascia Details
- E. Simulated Brick Stucco Sample Board
- F. Paint Data
- G. Ceramic Tile Floor and Base Details and Samples
- H. Toilet Accessories
- I. Plumbing Fixtures Details
- J. Electrical Data

END OF CHANGE ORDER NO. 1

*Agenda
Item*

3d



PALATKA MUNICIPAL AIRPORT
Lt. Jasper Kennedy "Kay" Larkin Field (28J)

4015 Reid Street, Highway 100
Palatka, Florida 32177

386-329-0148 office
386-329-0100 fax

To: Palatka City Commission
Palatka, FL

June 4, 2009

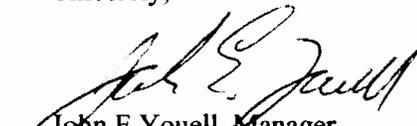
Dear Commission,

This letter is to inform you on the proposed airport budget for fiscal 2010 and request your support for a 10 percent (10%) increase in T-hangar rental rates. Additionally, I am requesting that you approve the proposed rental rates for our newly constructed T-hangars, located on the east end of the airfield. Evaluating our fiscal 2010 operating budget revealed the airport will suffer a \$4,349.00 deficit on present course. If we are approved for a 10 percent (10%) increase, the situation improves to a \$20,511.00 contingency. This surplus will greatly benefit us as we move forward and begin operating in our significantly larger terminal building with likely higher operating costs. The Airport Advisory Board recently met and reviewed the request for increased rates, as well as the proposed rates for the new hangars. The Board agreed with these proposals and has recommended your approval on both. October 1st will mark two years since any rates were adjusted. The airport staff has conserved and absorbed costs to the point where it will present difficulty if we keep rates as they are.

I met with City Manager Boynton on this a number of times. He directed me to conduct a rental rate comparison with airports in the surrounding area. My research provided a lot of insight and is attached to this letter for your review. In the data you can see that Palatka is priced well below the area average.

As mentioned in paragraph one, the AAB met to discussed the issue. Please note attached minutes from the meeting for additional information. If you would like more information please contact me at 329-0149 or e-mail jyouell@palatka-fl.gov. Thank you for your time and consideration.

Sincerely,


John E Youell, Manager,
Palatka Municipal Airport

- Attch. 1. (Hangar Rental Rate Comparison)
- Attch. 2. (Airport Advisory Board Meeting Minutes)
- Attch. 3. (Palatka Municipal Airport Rental Analysis)
- Attch. 4. (Hangar Map with Rental Rates, Present and Proposed)

T-Hangar Comparisons

	New <5 Yrs.	Med 5-15 Yrs	Old>15 yrs
Keystone	260	250	180
Hurlong	300/390	301	279
Palm Coast	300	290	280
Ocala	375	300	225
St. Aug	325	265	185
Area Average	325	297	229
Palatka Curent Rate	N/A	206/242	186/206
Requested Rates	288/300	227/265	204/227



PALATKA MUNICIPAL AIRPORT
Lt. Jasper Kennedy "Kay" Larkin Field (28J)

*4015 Reid Street, Highway 100
Palatka, Florida 32177*

*386-329-0148 office
386-329-0106 fax*

MINUTES
AIRPORT ADVISORY BOARD
June 3, 2009

The following is the official record of proceedings of the regularly scheduled meeting
of the
CITY OF PALATKA
Palatka Municipal Airport
Airport Advisory Board
held on the 3rd day of June, 2009.

PRESENT: Chairman: Jud Neufeld Board Member: John Browning
Board Member: Wayne McClain Board Member: Melissa Miller
Board Member: Ken Johnson

ABSENT: Board Member: Nick Florentine Board Member: Wes Larson
City Commission Liaison: Vice-Mayor Mary Lawson-Brown

1. WELCOME OF GUESTS & CALL TO ORDER

Chairman Jud Neufeld called the meeting to order at 12:05 pm. After welcoming all present, minutes from the previous Board meeting of April 22, 2009, were approved as written and without opposition.

2. CHAIRMAN'S COMMENTS

Chairman Neufeld thanked everyone for their attendance. He explained this meeting was specifically called for the purpose of discussing a recommendation submitted by Airport Manager John Youell to increase T-hangar rental rates by 10 percent beginning fiscal year 2010.

3. HANGAR RENTAL/COMPARISON WITH AREA AIRPORTS

Chairman Neufeld turned the floor over to Airport Manager John Youell who provided a handout with listing rental rates from Palatka's five closest airports, Keystone Heights, Hurlong, St. Augustine and Flagler County and Ocala. Mr. Youell explained that in reviewing the budget for fiscal 2010, the additional expenditures associated with the recent airfield improvements that if no increase in the rental rates is made the airport will end up \$4,349.00 in the red. With the rent increase the budget will gain a \$20,151 surplus. Mr. Youell added that a good portion of this contingency will likely end up consumed by increased operating costs associated with the

rates handout presented rental rate data illustrating that Palatka's rates are significantly below the area average. (See attachment) Containing, Mr. Youell explained the need for the rate increase newly constructed terminal building and T-hangars. Items such as electricity usage, and increased maintenance requirements have added to next year's budget forecast. The comparative was made by our consulting firm, Passero and Associates and has been discussed with City Manager Boynton. Board member Wayne McClain asked for some clarification and stated that, for the record, the exact location of the various hangar units needed to be identified. Chairman Neufeld, Mr. Youell and Ms. Franklin helped explain where the units were located on the airfield. Mr. Youell said he would provide a map, via e-mail to the board in the next few days. Mr. McClain explained that it was important to get into the record that the board reviewed locations of the respective units before voting to recommend the increase or not. A question was raised by Chairman Neufeld if anyone has complained about the prospect of an increase in hangar rates to any airport personnel. Mr. Youell answered to the negative and Ms. Franklin added that she had not heard of any complaints. Chairman Neufeld solicited public comments on the matter. Airport T-hangar tenant, Mr. Jim Clark, commented that he has kept his aircraft here for almost five years, and that he has had only one minor increase in rent. He continued that he does not have any problem with a 10 percent increase.

Board member John Browning made a point expressing his desire to not burden T-hangar tenants with this increase but rather focus on making sure problems of the past do not reoccur that have resulted in rent money lost from the three commercial hangars instead. A short discussion ensued during which it was pointed out that attention is being given to this issue. Board member McClain mentioned that the Board can play an active role in preventing the problem by holding management (Airport Manager Youell and City Manager Boynton) accountable to enforce rent collection. The board agreed and Mr. McClain recommended the board vote on the increase.

A motion was made by Board Member McClain to approve the requested increase and rental rates for the new set of T-hangars. The motion was seconded by Board Member Ken Johnson. A vote was conducted and resulted as follows: Mr. Neufeld-Yes, Mr. McClain-Yes, Mr. Johnson-Yes, Ms. Miller-Yes, and Mr. Browning-No. The motion was passed 5 to 1.

3. PUBLIC COMMENTS

Commercial tenant Bud Clark requested to speak and voiced some concern that during the meeting reference was made to the City having trouble, in the past, with collecting rent from commercial tenants, of which he is one. He was concerned that he was being singled out and desired not to be associated with the likes of those that had caused trouble in the past. The board spoke with Mr. Clark and all agreed that he is in good standing.

4. ADJOURN

The meeting was adjourned at 1:00 PM

Attch. 2.

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

CURRENT AND PROPOSED AIRPORT FACILITIES RENTAL RATES

T-Hangars

Present Rates		Proposed 10% Increase	
Per Month	Per Year	Per Month	Per Year
8 ea. 176.03	16,898.88	8 ea. 193.63	19,068.48
2 ea. 207.16	4,971.84	2 ea. 227.87	5,468.88
16 ea. 186.00	35,712.00	16 ea. 204.60	39,283.20
4 ea. 218.97	10,510.56	4 ea. 240.86	11,561.61
10 ea. 206.97	24,836.40	10 ea. 227.66	27,320.04
4 ea. 241.77	11,604.96	4 ea. 265.94	12,765.45
TOTAL (ANNUAL)	104,534.64		115,467.66

Commercial Hangars

Current Rates		Proposed Increase	
Per Month	Per Year	Per Month	Per Year
1 ea. 1,500	18,000.00	1 ea. 1,850.00	22,200.00
1 ea. 1,500	18,000.00	1 ea. 1,800.00	21,600.00
1 ea. 1,500	18,000.00	1 ea. 1,800.00	21,600.00
TOTAL (ANNUAL)	54,000.00		65,400.00

Executive Hangars

Current Rates		Proposed 10% Increase	
Per Month	Per Year	Per Month	Per Year
1 ea. 826.35	9,916.20	1 ea. 908.98	10,907.82
1 ea. 793.95	8,716.20	1 ea. 873.34	10,480.14
TOTAL (ANNUAL)	18,632.40		21,387.96

Industrial Area Bldg.

Current Rate		Proposed 10% Increase	
Per Month	Per Year	Per Month	Per Year
1 ea. 800.00	9,600.00	1 ea. 950.00	11,400.00
TOTAL (ANNUAL)	9,600.00		11,400.00

Land Leases (Skydive Palatka)

Current Rate		Proposed 10% Increase	
Per Month	Per Year	Per Month	Per Year
1 ea. 324.00	3,888.00	1 ea. 356.40	4,276.80
TOTAL (ANNUAL)	3,888.00		4,276.80

T-Hangars (New)

Current Rate		Proposed Rate	
Per Month	Per Year	Per Month	Per Year
N/A	N/A	5 ea. 288.02	17,281.20
N/A	N/A	4 ea 300.02	14,400.96
N/A	N/A	1 ea. 354.41	4,252.92
TOTAL (ANNUAL)		N/A	35,935.08

Executive Hangar (New)

Current Rate		Proposed Rate	
Per Month	Per Year	Per Month	Per Year
N/A	N/A	1 ea. 1,208.18	14,498.16
TOTAL (ANNUAL)		N/A	14,498.16

Airside Storage (New)

Current Rate		Proposed Rate	
Per Month	Per Year	Per Month	Per Year
N/A	N/A	1 ea. 230.69	2,768.28
TOTAL (ANNUAL)		N/A	2,768.28

Existing revenue at current rate *190,655.04

Proposed revenue (current rate plus new facilities) *243,856.56

Proposed revenue (Proposed rate plus new facilities) *259,745.98

Revenue gained from new facilities only *53,201.52

Revenue gained from only rate increases *15,869.42

Revenue gained from both rate increases and new facilities *69,070.94

*Best case...everything rented



Current \$826.38	H-1
\$908.88	H-1

Current \$793.95	H-2
\$873.35	H-2

Reserve H-3...
for future construction

Reserve H-4...
for future construction

Taxi Lane "J"

T-1	1 \$240.87	2 \$204.60 Current \$186.00	3 \$204.60 Current \$186.00	4 \$204.60 Current \$186.00	5 \$204.60 Current \$186.00	6 \$204.60 Current \$186.00	7 \$204.60 Current \$186.00	8 \$204.60 Current \$186.00	9 \$204.60 Current \$186.00	10 \$240.87 Current \$189.97
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Taxi Lane "I"

Taxi Lane "G"	11 \$240.87	12 \$204.60 Current \$186.00	13 \$204.60 Current \$186.00	14 \$204.60 Current \$186.00	15 \$204.60 Current \$186.00	16 \$204.60 Current \$186.00	17 \$204.60 Current \$186.00	18 \$204.60 Current \$186.00	19 \$204.60 Current \$186.00	20 \$240.87 Current \$189.97
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Taxi Lane "H"

T-3	21 \$227.88	22 \$193.63 Current \$176.03	23 \$193.63 Current \$176.03	24 \$193.63 Current \$176.03	25 \$193.63 Current \$176.03	26 \$193.63 Current \$176.03	27 \$193.63 Current \$176.03	28 \$193.63 Current \$176.03	29 \$193.63 Current \$176.03	30 \$227.88 Current \$189.16
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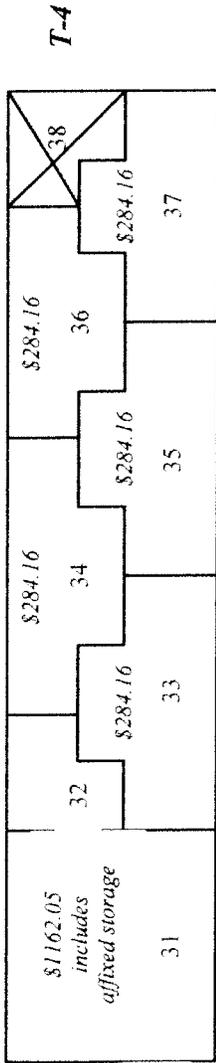
Taxi Lane "F"

Current \$1500.00	H-5	Current \$1500.00	H-6	Current \$1500.00	H-7
\$1800.00	H-5	\$1800.00	H-6	\$1800.00	H-7

As of
October 1, 2009

Current Rates

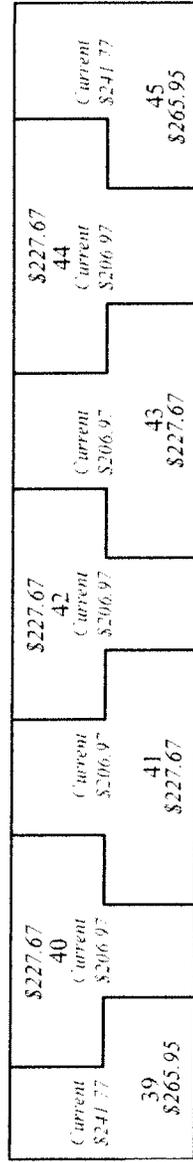
Taxi Lane



T-4

T-4

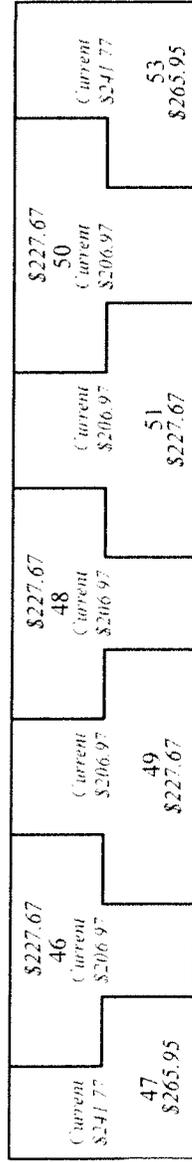
Taxi Lane



T-5

T-5

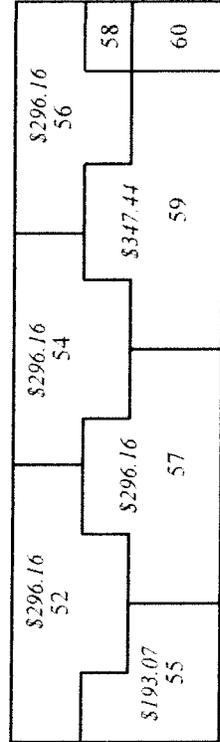
Taxi Lane



T-6

T-6

Taxi Lane



T-7

T-7

Taxi Lane

Access Road

Txy Bravo

*Agenda
Item*

3e

Memo

To: City Commission
From: Karen Venables, Asst. City Clerk
Department: Clerk's Office
CC: Betsy Driggers, City Clerk
Ruby Williams, Finance Director
Date: June 3, 2009
Re: Surplus Property Request

Please declare the following property surplus:

	<u>Item/Description</u>	<u>Quantity</u>	<u>Inventory Control No.</u>
1.	2009 Cargo Trailer, White in color Set up for vending	1	Police Dept. VIN#5LBBE162691019749
2.	2000 Chevy Impala, Maroon in color	1	Airport VIN#2G1WF52EXY9262598
3.	1995 Chevy Caprice, Blue in color	1	Airport VIN#1G1B152W9SR173389
4.	Computer	1	Building & Zoning
5.	Monitor	2	Building & Zoning
6.	Computer Mouse	1	Building & Zoning
7.	Color Scanner, Printer, Fax all in one	2	Building & Zoning
8.	Scanner	1	Building & Zoning
9.			
10.			

Recommended Disposition:

Agenda Item

4

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

ERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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

BETWIN 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

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. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), fax (386-329-0199) or e-mail (betsy@gbso.net). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request.

Meeting agendas close at 10:00 a.m. on the Wednesday one week prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. *If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.*

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

People Helping Each Other (PHEO)

Address: 1414 Bronson St e-mail Japbrown3@AOL.COM

Daytime Phone 538-0598 Other ph. Fax

Requested meeting date: 6/11/09 Meeting date assigned: (For Clerk's Office Use Only)

Request for Commission Action; OR Presentation Only; no action required

Subject Matter you wish to address: Assist with funding to open swimming pool for summer and down poop bids

(attach additional sheet if necessary)

Commission Action Requested, if any: It cost approx. \$5300 per month. We are also in contact with county.

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 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.

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.cityofpalatka.com

FAX: (386) 329-0106

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

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COMMISSIONER



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CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

June 5, 2009

Mr. Maurice Brown
PHEO
1414 Bronson Street
Palatka FL 32177

Dear Mr. Brown:

With regards to your request to appear on the Palatka City Commission agenda at its regular meeting on June 11, 2009, the City of Palatka wishes to acknowledge the need, especially during these difficult financial times, of asking the taxpayers for assistance to fund non-profit services to the community. As we discussed, the City Commission will not likely be in a position to take action to grant funding for your summer youth pool program for the following reasons:

1. Through the Palatka Police Department's Weed and Seed program, the City of Palatka currently funds and maintains its own summer youth program, which includes a youth pool program;
2. The City of Palatka's Social Services budget for its fiscal year beginning October 1, 2009 was set, passed and adopted on September 25, 2008. At that time, a total of \$4,000 was allotted to three non-profit organizations, all of which the City has supported for many years. The City Commission has not been in the business of funding individual requests made throughout the fiscal year.
3. Shrinking revenue streams have forced the City to make significant reductions in its operating budgets and we have reduced to zero any contingency monies that were not initially allocated.

Your request has been scheduled on the Jun 11, 2009 City Commission agenda. Anyone can make a request to appear before the City Commission; however, in view of the fact that there are no available funds with which to grant your request, we encourage you to use this time to make your plea directly to the community. Our meetings are televised and broadcast on both WJGV and the Putnam County School Board Community Access Channel, and reach a wide audience. Please bring flyers and any other literature you would like to distribute. If you would like to pull your agenda request, please contact the Clerk at 386-329-0100 ext 211.

Sincerely,

Elwin C. "Woody" Boynton
City Manager

Bjd/s

*Agenda
Item*

5

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALEGRA KITCHENS
COMMISSIONER

BERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



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

BETSY JORDAN DRIGGERS
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DONALD E. HOLMES
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REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

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

American Legion Post 45 (Bruce Howe Post Commander)

Address: 316 Osceola St e-mail bccamp@att.net

Daytime Phone 386 325 9767 Other ph. 386 538-0314 Fax N/A

Requested meeting date: June 11 Meeting date assigned: _____
(For Clerk's Office Use Only)

_____ Request for Commission Action; OR _____ Presentation Only; no action required

Subject Matter you wish to address: _____

(attach additional sheet if necessary)

Commission Action Requested, if any: _____

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.

THE AMERICAN LEGION



Bert Hodge Post 45
316 Osceola Ave
Palatka, Florida 32177

City Commission
City of Palatka, Florida

To Whom It May Concern,

American Legion post 45 has been part of Palatka since 1919. Our building is now at 316 Osceola St and has been there since 1954. We are part of the largest Veteran's org in the country. But we also have struggled to stay open.

Three years ago we were close to closing our doors. We had no money to pay our bills and had decided to sell off all the post belongings, but since that time we have made a come back, and are now larger, stronger and doing more for our local Veterans and community.

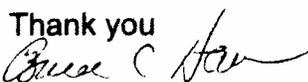
In the past year we have done more not only for veterans, but in the community. We had worked at the Bread of Life the last two years, paid to have one boy and girl attend the American Legion's boy's and girl's state programs in Tallassee. Received a donation of computers that are used for local veterans' do job searches, and get their military records, We have two outstanding service officers that assist in their getting the needed health, and compensation they have earned.

But the one thing that as commander of this post I am most proud of is the return of the American Legion Auxiliary to our post. The ladies of the auxiliary have gone to Shands Hospital in Gainesville, and given out lap blankets to wheelchair bound veterans' and children.

But still we are in need of help. Our building is now over 50 years old and is in need of a new roof. Presently there are 4 different leaks and we are with all non-Profits' we do not have the money to have it repaired.

We are asking for a donation form the city to at least stop the leaks so that we do not have any more damage to our building.

Thank you


Bruce C. Howe
Commander

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
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CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD B. HOLMES
CITY ATTORNEY

June 5, 2009

Bruce C. Howe, Commander
Bert Hodge Post 45, American Legion
316 Osceola Avenue
Palatka FL 32177

Dear Mr. Howe:

With regards to your request to appear on the Palatka City Commission agenda at its regular meeting on June 11, 2009, the City of Palatka wishes to acknowledge the need, especially during these difficult financial times, of asking for assistance to fund non-profit services to the community. The City Commission will not likely be in a position to take action to grant funding for your roof repairs for the following reasons:

1. The City of Palatka's Social Services budget for its fiscal year beginning October 1, 2009 was set, passed and adopted on September 25, 2008. At that time, a total of \$4,000 was allotted to three non-profit organizations, all of which have been supported by the City Commission for many years. The City has not been in the business of funding individual requests throughout the fiscal year.
2. Shrinking revenue streams have forced the City to make significant reductions in its operating budgets and we have reduced to zero any contingency monies that were not initially allocated.

Your request has been scheduled on the Jun 11, 2009 City Commission agenda. Anyone can make a request to appear before the City Commission; however, in view of the fact that there are no available funds with which to grant your request, we encourage you to use this time to make your plea directly to the community. Our meetings are televised and broadcast on both WJGV and the Putnam County School Board Community Access Channel, and reach a wide audience. Please bring flyers and any other literature you would like to distribute. If you would like to pull your agenda request, please contact the Clerk at 386-329-0100 ext 211.

The Palatka City Commission appreciates what your organization represents to this community. If you wish to be included in the City's budget for fiscal year 2009-10, which commences on October 1, 2009, you may send a written request to me for a donation to fund your operations and it will be considered during the 2009-10 budget process.

Sincerely,

Elwin C. "Woody" Boynton
City Manager

Bjd/s

*Agenda
Item*

6



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

TO: Municipal Key Official
FROM: Michael Sittig, Executive Director
DATE: June 1, 2009
SUBJECT: 83rd Annual Conference – *Florida's Cities – the Heart of the Citizen*
VOTING DELEGATE AND RESOLUTION INFORMATION
August 13-15, 2009 – Orlando World Center Marriott/Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the Orlando World Center Marriott in Orlando, Florida on August 13-15. This year we are celebrating *Florida's Cities – the Heart of the Citizen* which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2008.

Registration materials have already been sent to each municipality. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 9, 2009.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than July 27, 2009.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution

**83rd Annual Conference
Florida League of Cities, Inc.
August 13-15, 2009
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Or Fax to Gail Dennard at (850) 222-3806

Procedures for Submitting Resolutions
Florida League of Cities' 83rd Annual Conference
Orlando World Center Marriott
Orlando, Florida
August 13-15, 2009

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 9, 2009, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.



Important Dates

May 30, 2009

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 30

Appointment of Resolutions Committee Members

July 9

Deadline for Submitting Resolutions to the League office



August 13

League Standing Council Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 15

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



*Agenda
Item*

7

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

City of Palatka
Office of the City Manager

To: Mayor Flagg, Commissioners

From: Woody Boynton, City Manager

Date: June 8, 2009

RE: City of Palatka Riverfront and City Pier Planning and Engineering Study

Attached are two memos from Michael Redd & Associates, PA (Redd) as well as a copy of the draft Agreement for the planning and engineering study for the Riverfront Park and City Pier. As you are aware, Redd was identified as the top ranked firm and authorization was given for the City Manager to negotiate a contract between the City and Redd on this very important project.

In my initial meetings with Redd, we worked at developing a scope of services, period of services, compensation and payments, terms and conditions and insurance for this work. The scope of services developed is a comprehensive listing of all work items noted within the Request for Proposals and is attached within the draft Agreement as Attachment A. The only concept of the Agreement that is not complete is the compensation and payment section.

As you will note from the two (2) memos, Redd is proposing that the work be phased. Initially, I was steadfast in my request to have a definitive cost from the Redd, however as I reviewed the two memos it became very obvious to me that it could be very difficult to provide a comprehensive compensation schedule without knowing exactly what they would be designing. I believe that if you read the memos, the initial phase of the scope of services and the compensation requested is an acceptable proposal. These steps would need to be taken regardless of the final design and should be undertaken.

Once the initial phase of the project is complete, Redd would then provide a compensation schedule to complete the remaining portion of the scope of services. It is conceivable that the next phase could be completed within budget, but it is also possible that the work requested could exceed the budget. This is the one variable in the proposal, and the main reason I have chosen not to place this item on the consent agenda but to solicit discussion. I do believe that the compensation requested for the initial phase is acceptable and I am requesting authorization to sign the Agreement for the City to enter into a contract planning and engineering services with Michael Redd & Associates, PA

Please do not hesitate to call should you have questions.

Woody Boynton

From: Frank Baynham [frank@reddplan.com]
Sent: Friday, May 15, 2009 10:57 AM
To: Woody Boynton
Subject: City of Palatka Riverfront Park & City Pier Improvements

Woody:

First, note our continued enthusiasm for the prospects of creating a dynamic and pragmatic solution for the City of Palatka's waterfront. We have the tools necessary to showcase a design that will highlight this asset for the city and can serve as the catalyst for a downtown revitalization that will attract a new tourist base ready to rediscover Palatka.

We have been in contact with our many consultants to help us to put together our Professional Services Agreement and have come up with a few items we would like to discuss with you:

1. We understand completely your position with regard to the grant money that you have allocated to this project and how we need to structure the agreement to utilize those funds for the items spelled out in the grant application.
2. The single biggest limiting factor in providing a final price for the proposed work is the unknowns involved when gaining regulatory permits for the various waterward components. Not knowing the details of these components will have a great impact on the permitting timeline and thus the costs involved. An example of this is your desire to have a parallel boardwalk with temporary dockage along this park frontage. Our engineers have indicated this may be possible, but due to the unknowns of the existing seawall condition and the aquatic grasses currently growing in this area it would require a very lengthy permitting effort to accomplish this. After an initial analysis, we would have a clear idea of these issues that will affect both design and permitting. Then you could make the decision on what permitting strategy to follow. Stand the parallel docks well away from the seawall and perhaps incur extra construction costs or hug the seawall with parallel docks and go through the additional permitting time.
3. In order to gain a better understanding of your alternatives, we are proposing a *phased* Professional Services Agreement. This would involve providing you prices for the initial services including all the work necessary to get the project initialized, all base data collected, site analysis and programming as well as the public consensus and visioning. This would give us the information necessary to understand the design going forward and how this direction will impact the subsequent design and permitting. At that point, we would move forward with the balance of the Professional Services Agreement.
4. It seems logical that the services provided in this first stage should be equally distributed to both landside and waterward design, so 50% of the proposed fees in these initial steps are assigned to the grant fees for the waterward components with the balance going toward the design development/permitting and construction documents phases. Having looked through the grant application and compared the prices we have received from our consultants, it seems that we are in line with or even a little lower on the front end surveying and testing services with the only difference being the addition of the Public Meeting/Visioning/Program Development Services and the addition of the landward elements.

We feel this method of structuring the agreement will allow us to ease into the design process in steps, so that that you have the information necessary to evaluate subsequent steps. Woody, in detailed conversations with our team it has become apparent that these steps are necessary to choose the best design and permitting approach. By phasing it this way, we think we can be much more cost effective versus trying to factor in unknowns.

Woody Boynton

From: Frank Baynham [frank@reddplan.com]
Sent: Monday, May 18, 2009 11:52 AM
To: Woody Boynton
Cc: mtr@reddolan.com
Subject: Palatka Waterfront Professional Services Agreement Draft
Attachments: 09.05.18 Palatka Waterfront PSA Draft.pdf; Palatka ex. Eel grass.JPG; Palatka ex discharge pipe.JPG

Woody:

After our letter on Friday (wherein we were suggesting a staged approach to the contract) we have done more research and feel convinced that we were on the right track. Consider this further lobbying with you to approach the contract in smaller bites. We think this method will protect both the city and us: no big unknowns to be allowed for by us and no large contractual commitments by the city using grant dollars. Below are a few examples of what we are uncovering in more detailed research with the team. We have also enclosed a contract with prices for the first three (3) sections of the contract.

EXAMPLES

1. One of the important components of the current concept includes a parallel boardwalk that will allow park goers to stroll along the water's edge while also allowing transient boaters to tie up along this frontage. Apparently, this entire frontage is a prime Eel Grass habitat. (*see attached photo from your site*). Eel Grass is a prime foraging food for the Manatees that frequent the area on their way to warm springs further inland. These docks might be permissible in this location, but would likely take a long time and be extremely expensive from a mitigation standpoint. There may be other ways to design these slips without impacting the Eel Grass and bypassing mitigation requirements while still achieving the effect of a parallel boardwalk. Decisions have to be made on say where a promenade is best sited. For movement of pedestrians it might be best in the central area to be close to shore parallel docks but, that might cause real difficulties with the grasses or the manatees so which way should the promenade slide?
2. Another issue that will require investigation is the chance of finding hazardous materials/soils on the site. Because of the prior users, materials may have to be disposed of off site using hazardous waste protocols. This carries with it extreme expense. If we know where these areas are ahead of time, we can design around them and possibly save this expense. In addition, there is talk that these have been taken care of already and that would be good to know.
3. Investigatory work needs to be done not only for the strategy of the permits, but also for the strategy of the park and waterward design. It is a system where ..."nobody goes first". For example, early design sessions between marine design and park design will have to be at least reviewed together so as to devise the best permit strategy.
4. Our permitting and marine consultants indicate that St John's Water Management District will act in the stead of the DEP. This is because there is discharge into the river from the park itself (*see attached site photo*) and most likely from the city. They are especially encouraged that an interior lake for the park was mentioned as a design feature as it offers a number of ways to treat the stormwater that flows through to the river. Again the necessity to craft a design solution (even in the most schematic design format) to determine where the lakes would be best located to treat the stormwater runoff, what shape these lakes

might take; what size would be optimum; would aeration help the problem etc. Again, "nobody goes first" applies and this is another example of why the investigatory/preliminary design approach is so important.

5. Good news on this approach (early design in conjunction with permitting strategy) is that the plan is to submit for an overall **Conceptual** permit using limited design detail. Then once the concept permit is approved as monies become available, a **Construction** permit will be applied for. Once again, the early design/permitting strategy will provide a clear direction and memorialize our design with the agencies.

We are proposing that you apply 50% of Tasks 1-3 fees toward the waterward grant funds and the balance to the land side design fees for all of these front end costs. The net result allows the design team to get into the project and evaluate the needs prior to providing final contract numbers.

We have attached a proposed fee basis for Tasks 1.2 through 1.4. Fifty percent (50%) of this fee should be applied towards the waterside design tasks and that figure represents 22% of the grant money. These fees cover tasks that progress you forward to construction documents and yields preliminary strategies for future design that will work.

We appreciate the opportunity to provide Professional Design Services for this important project and look forward to getting started. Please call us as soon as you have had the opportunity to review this DRAFT.

Frank Baynham, RLA
Vice President

MICHAEL REDD & ASSOCIATES
631 US Highway One, Suite 300
North Palm Beach, FL 33408
T:561.863.2500
F:561 863 7505
frank@reddplan.com
www.reddplan.com

Palatka Riverfront Park & Pier Improvements

AGREEMENT FOR PROFESSIONAL SERVICES

DRAFT 09-05.18 - 11:45AM

THIS IS AN AGREEMENT made as of _____, 2009 between *City of Palatka* (OWNER) and *Michael Redd & Associates, PA*, 631 U. S. Highway One, Suite 300, North Palm Beach, Florida 33408 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for *Palatka Riverfront Park & City Pier Improvements* and as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

- Attachment A – Scope of Services, consisting of pages 2-13.
- Attachment B – Period of Services, consisting of page 14.
- Attachment C – Compensation and Payments, consisting of pages 15-17.
- Attachment D – Terms and Conditions, consisting of pages 18-20.
- Attachment E – Insurance, consisting of pages 21-22.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument as agreed to by both parties.

IN WITNES WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

City of Palatka
OWNER

Michael Redd & Associates, PA
CONSULTANT

_____	(Signature)	_____
Woody Boynton	(Typed Name)	Michael T. Redd, FASLA
City Manager	(Title)	President
_____	(Date)	_____

_____	(Attest)	_____
_____	(Typed Name)	Jean M. Lashenka
_____	(Title)	Executive Administrator

Palatka Riverfront Park & Pier Improvements

ATTACHMENT A - SCOPE OF SERVICES

ARTICLE 1 - BASIC SERVICES

1.1 GENERAL

CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, including professional consultation and advice, and duties and responsibilities as provided below and described in Exhibit A (Scope of Services) to this Agreement.

1.2 PROJECT INITIALIZATION & MOBILIZATION

1.2.1 Kickoff Meeting: At the first available meeting time after award of contract, the CONSULTANT shall meet with designated representatives of the city to review the city goals and objectives for the project, establish the communications process, and review available data as noted in Sections 1.2.2 through 1.2.6 below.

1.2.2 Coordination with Client: Consultant will meet with client and receive initial instructions regarding coordination and liaison. These include but are not limited to:

- 1.) Directives from City Manager regarding coordination & liaison with, but not limited to:
 - Advisory Groups to be contacted
 - Individuals to be contacted (ex. Business Leaders)
 - Elected officials to be contacted
 - Staff Liaisons at City/ reporting functions
 - Other Contacts and liaison requirements, such as:
 - Police
 - Parks
 - Fire
 - EMT
 - Utilities
 - CRA/DDA/Chamber

1.2.3 Investigation of Related Sites and Program: In coordination with city staff, the CONSULTANT shall research and explore similar facilities, programs, methodologies, opportunities and constraints to consider incorporating similar facilities or programs in the master plan. Consultant has included sufficient time and hours to research and/or site visits as directed by client.

1.2.4 Preliminary Project Scheduling: Consultant shall prepare and review with client a complete schedule for the project which includes dates and general format for:

- Meetings
- Workshops

Palatka Riverfront Park & Pier Improvements

- Visioning/ Public meetings
- Preliminary Project Scheduling
- Work flow
- All other tasks included in this agreement

1.2.5 Preliminary Budgeting Outline Meeting: Consultant shall meet with Client and determine the items to be included in the preliminary budget and prepare a written format order of magnitude cost estimate for programming purposes only.

- Proposed Waterfront Park improvements
- Proposed improvements to waterside pier & dock elements

1.2.6 Develop Prospective Project Program: Consultant shall meet with Client and initialize the prospective project program and limits. These would include but not be limited to:

- Limits of work
- Design Elements
- Relationship to Downtown
- Phasing

1.2.7 Summary Report to City: Consultant shall prepare a written report delineating items 1.2.1 thru 1.2.6. This report will summarize conclusions, and decisions reached and be submitted to the client for modification and distribution.

1.3 BASE DATA COLLECTION/SITE ANALYSIS/SITE INVESTIGATION/INFRASTRUCTURE REVIEW

Consultant shall call and conduct MDT meetings in various dates to review existing conditions and prepare all necessary base maps for the project as follows:

1.3.1 Boundary/Topographical Bathymetrical Survey: The CONSULTANT shall provide survey services to map the locations of fixed improvements which may impact design, including buildings, fences, roads, etc.; location of natural features which may impact design, including areas adjacent to CITY owned lands, significant vegetation masses, specimen trees, etc. The CONSULTANT shall prepare a boundary and topographic survey and prepare a legal description which meets minimum technical standards pursuant to Section 472.027 of the Florida Statutes. Sufficient topographic data shall be shown to allow site planning and engineering of the sites. Waterward surveys will be prepared including bathymetry and underwater obstructions, seawall conditions, etc. as required.

1.3.2 Infrastructure Analysis: The CONSULTANT shall inventory and analyze the location, capacity and availability of public utilities necessary to service the proposed project. This analysis shall include a review of available wastewater, telephone, cable television, potable water, electric power and roadway capacity. This information will be incorporated into our base map used for all subsequent design work.

1.3.3 Upland/Waterward Environmental Constraints Analysis: CONSULTANT shall review upland and waterward areas and determine any limits or impact upon the design program. Environmental documentation will address endangered and threatened species habitat found or expected

Palatka Riverfront Park & Pier Improvements

within the upland and waterward areas of the project. If any species or habitat is found within the study areas, recommendations for permitting, preservation and/or relocation will be addressed.

1.3.4 Existing Conditions/Opportunities and Constraints Map/Diagram: The CONSULTANT shall analyze the factors identified both singularly and in concert with each other describing what potential impact they will have on the planning and design of the park. This analysis will include potential non-sovereign submerged lands that could be more intensely incorporated into the project. The CONSULTANT shall prepare and submit to the CITY a map summarizing the influence of identified factors on the sites. The map shall contain site "opportunities and constraints" at suitable scales using appropriate graphic symbols which illustrate the major site influences for planning and design.

1.3.5 Base Map Preparation: The CONSULTANT shall prepare a series of base maps combining surveyed ACAD files, field measurements and aerial photography that will serve as a basis for all subsequent design.

1.) Base Map Preparation (Upland)

- Topography
- Infrastructure
- Survey/Boundary
- Site analysis
- Photo analysis
- Area Context
- Environmental
- Existing major vegetation
- Existing park elements
- Traffic patterns

2.) Base Map Preparation (Waterward)

- Hydrographic
- NGVD Survey monument
- Waters edge detail
- MHW/MLW
- Grid Prep

1.4 PUBLIC CONSENSUS/VISIONING/PROGRAM DEVELOPMENT

1.4.1 Public Meeting & Visioning Process Coordination: The CONSULTANT shall schedule and conduct a minimum of three (3) public meetings for the purpose of acquiring input with regards to the design type, facilities, and amenities for the proposed Waterfront Park & Pier Improvements. Information shall be collected so as to establish a prioritized list to assist in future phasing & planning. The CONSULTANT shall prepare minutes of each meeting and distribute to CLIENT.

- Agenda preparation
- Meeting set up, (location, base maps, hand outs, advertisement)
- Meeting Facilitation and management
- Attendance/Contact list as directed by CLIENT

Palatka Riverfront Park & Pier Improvements

- 1.4.2 Client Staff Meeting:** The CONSULTANT shall meet with CLIENT staff to discuss information collected at the public meetings and determine application to subsequent design work. This includes follow-up actions required of the consultant based upon CLIENT input.
- 1.4.3 Program Preparation:** CONSULTANT shall prepare a complete development program and provide to the city listing all elements of the proposed improvements to the city for their review and comment.
- 1.4.4 Documentation and Distribution of findings and consensus:** Consultant to prepare and distribute a summary of the Public Consensus/Visioning/Program Development and recommendations to client in a format suitable for public distribution. This summary will be a combination of written and graphic materials. This is considered a milestone task and consists of charts graphs maps in full color where applicable and will be the basis for all design tasks going forward.

1.5 PRELIMINARY RIVERFRONT PARK & PIER IMPROVEMENTS MASTER PLAN

- 1.5.1 Conceptual Design Workshop:** The CONSULTANT shall prepare for and conduct a preliminary design workshop with CLIENT staff to review site analysis information, previous plans and reports, special interest groups' comments to and approve the conceptual master plans. The CONSULTANT shall prepare base map data and supply all materials to be used by participants of the workshop.
- 1.5.2 Conceptual Master Planning:** The CONSULTANT shall prepare and submit to the client a maximum of two (2) conceptual master plans. The Master plans may be delineated in free hand, but in identifiable shapes, forms and sizes for respective elements, in line with the preliminary nature of this Task. The conceptual master plans shall indicate proposed land uses; major pedestrian, aquatic and vehicular circulation; and conceptual storm water management program.
- 1.5.3 Agency Informal Reviews:** The CONSULTANT shall contact and meet with all regulatory agencies having jurisdiction over this project including the St. Johns River Water Management District and Corp of Engineers.
- 1.5.4 Preliminary Master Plan:** Based on information and comments gathered from CITY review and the public meeting, the CONSULTANT shall prepare a preliminary master plan.
- 1.5.5 Public Meeting:** The CONSULTANT shall conduct a public meeting to present the proposed master plan to the City Commission. The CONSULTANT shall collect input and comments for consideration.

1.6 FINAL RIVERFRONT PARK & PIER IMPROVEMENTS MASTER PLAN

- 1.6.1 Final Master Plan:** The CONSULTANT shall synthesize the data collected from the public meeting, the CITY staff reviews and comments and the preliminary master plan into a Final

Palatka Riverfront Park & Pier Improvements

Master Plan. The final plan shall also reflect the CONSULTANT'S analysis of applicable factors including site suitability, parking requirements, project phasing and project budget. The CONSULTANT shall provide printed copies of the Final Master Plan and a digital files in suitable formats. Elements of the master plan to be delineated include, but are not limited to the following:

- Children's play area
- Open lawn areas
- Shelters
- Fountains/water features
- Event tent areas w/ electric
- Pedestrian walkways
- Shoreline treatment
- Slope and embankment treatments
- Planting and vegetation patterns
- Hard and soft surfaces
- Boardwalks
- Street & Pier furniture
- Surface materials including paving patterns
- Parking at standard ratios
- Mounding or grading
- Edge treatments
- Lighting
- Signage & graphics
- Other design elements as discovered in the design process

1.6.2 Presentation: The CONSULTANT shall present status, including Site Analysis, Program List, Final Master Plan, and Programs Developed to Board of City Commissioners for their information and input. Presentation methods to include conventional full color plan drawings, elevations and detailed plans. Also included will be a 3D video presentation created specifically for this project illustrating the waterside and landside park design.

1.6.3 Preliminary Cost Estimate: The CONSULTANT shall prepare and submit a budget estimate for construction of the park sites and piers in accordance with the Final Master Plan, itemized by major facility type, construction category, etc.

ADDITIONAL SERVICES

1.6.4 Planning for Additional adjacent downtown area Park/Playground: The CONSULTANT shall incorporate into the overall Master Plan the relationship of the new park area design as it relates to the incorporation of retail and downtown elements. It is contemplated that in an *additional services contract* this area will receive detailed site and master plan studies to incorporate the 100 block and adjacent areas into the park master plan. In the additional studies these areas shall be considered a part of the new park in all Master Planning work.

Palatka Riverfront Park & Pier Improvements

CONSTRUCTION PHASE

1.7 PRELIMINARY WATERFRONT DESIGN/DESIGN DEVELOPMENT

- 1.7.1 Project Coordination, Planning, and Conceptual Design:** The CONSULTANT shall conduct preliminary project coordination, planning, and conceptual design meetings with OWNER staff to review site analysis information, previous conceptual plans, existing reports, staff and community member comments, and design development concepts for waterfront features. Based on these meetings, the CONSULTANT will develop conceptual plans for the project's waterfront components. The CONSULTANT will present these conceptual plans for review and approval.
- 1.7.2 Meetings to Coordinate the Waterfront/Upland Design Interfaces:** The CONSULTANT shall conduct preliminary project coordination, planning, and conceptual design meetings with OWNER staff to review site analysis information, previous conceptual plans, existing reports, staff and community member comments, and design development concepts for the waterfront/upland interfaces. These meetings shall focus on development of conceptual designs for the waterfront structure's interface with the upland development features. Based on these meeting, the CONSULTANT will develop plans for placement of site utilities for services through and adjacent to the existing and proposed seawalls. The upland design interface will also provide for upland access and connection from the upland park features to the proposed waterfront features. The CONSULTANT will present these conceptual plans for review and approval.
- 1.7.3 Preliminary Waterfront Engineering:** The CONSULTANT shall develop conceptual designs for the proposed fixed docks, floating docks, seawalls, boat launch facilities, and waterfront structures. Based on the conceptual plans, the CONSULTANT shall design and detail the structural members, components, and connections for the required dock structures.
- 1.7.4 Preliminary Architectural Services:** The CONSULTANT shall develop designs for the proposed new restroom facility and renovation of the existing facility adjacent to the boat ramp. Based on
- 1.7.5 Value Engineering:** The CONSULTANT shall investigate up to three multiple design alternatives for waterfront structures and features. The CONSULTANT will review shoreline stabilization options including rip rap revetments as well as a variety of sheet pile materials. This Task will serve to optimize costs given a range of feasible alternatives to fully define the preliminary design for waterfront facilities.
- 1.7.6 Environmental permitting:** The CONSULTANT shall assist OWNER with preparation of required environmental permit applications for local, state, and federal regulatory agencies. This task includes:
- Pre-application meetings with state and federal agencies
 - Wetlands delineation
 - Wetland impact evaluations
 - Mitigation design (if necessary)
 - Joint Environmental Resources Permit (ERP) application

Palatka Riverfront Park & Pier Improvements

- Signed and sealed permit application drawings
- Limited responses to agency requests for additional information
- Agency coordination

1.8 MARINE STRUCTURES DESIGN and ENGINEERING/CONSTRUCTION DOCUMENTS

- 1.8.1 Marine Conditions and Coastal Loads:** The CONSULTANT shall investigate and analyze the local site marine conditions and coastal loads. Estimated marine and coastal conditions will include the predominant wave incident direction, dominant fetch, wave height, current, and storm surge elevations. This analysis will provide the information and design loads required for detailed design of the waterfront structures.
- 1.8.2 Dock Basin Flushing Analysis (if necessary):** The CONSULTANT shall investigate and determine whether the proposed design requires a dock basin flushing analysis. Should state regulatory agencies require a flushing analysis, the CONSULTANT will prepare the model and summary report for inclusion in permit application described in Task 1.7.5 above.
- 1.8.3 Demolition Plans:** The CONSULTANT shall develop demolition plans detailing the portions of the existing waterfront structures for removal or renovation in coordination with the final design plans.
- 1.8.4 Dredging and Dredged Material Management Design, as required:** The CONSULTANT will analyze the collected geotechnical, topographic, and bathymetric data to determine feasible dredging and dredged material management strategies. The CONSULTANT will develop a detailed dredging plan including determination of a proposed dredging template and estimation of required dredging quantities. The CONSULTANT will also design dredged material dewatering facilities sized appropriately to handle expected construction dredging production rates.
- 1.8.5 Bulkhead and/or Shoreline Stabilization Design:** The CONSULTANT will develop detailed engineering design for the proposed marine bulkheads based on the environmental permits issued by the governing regulatory agencies. Bulkhead construction will consist of rip rap revetment or sheet piling in either a cantilevered or tie-back configuration with appropriate cap systems. The CONSULTANT will design the walls for appropriate vertical and lateral load conditions, including surcharges from adjacent roadways where appropriate. The CONSULTANT will make no accommodations for loads from adjacent structural foundations nor specify the minimum clear distance between the bulkheads or any proposed structures on drawings.
- 1.8.6 Slip Layout, Dockage Configuration, and Optimization:** The CONSULTANT will analyze the slip layout and dockage configuration to optimize the design for efficiency, maintenance, and ease of public use.
- 1.8.7 Pile Supported Dock Design:** The CONSULTANT will develop detailed engineering design for the proposed fixed dock structures based upon the environmental permits issued by the governing regulatory agencies. The engineering design will apply fixed pile designs and develop detailed connections where necessary between the upland, the pile supported fixed docks, and the

Palatka Riverfront Park & Pier Improvements

floating docks.

1.8.8 Floating Dock Performance Specification Development: The CONSULTANT will develop detailed engineering design for the floating docks. First, the CONSULTANT will prepare a detailed plan for the dock locations and dimension. Then, based on the site conditions and coastal loads as developed in Task 1.8.1., the CONSULTANT will prepare the floating dock performance specification. This specification will describe the required material and performance criteria as necessary to allow floating dock manufactures and contractors to develop competitive bids for this portion of the project.

1.8.9 Dockage Utilities Design: The CONSULTANT will develop final designs for the waterfront and dock utilities. These drawings will detail the placement of the site utility services through and along the existing and proposed seawalls with connection to the proposed fixed and floating docks where necessary. Potential waterfront utility components include lighting, electrical, water, sanitary, and fire protection.

1.8.10 Boat Ramp Design: The CONSULTANT will develop final designs for the construction of a boat ramp and launch facility adjacent to the existing boat ramp. These final design documents will incorporate the connection of the launch facility to the proposed seawalls and other shoreline stabilization features.

1.8.11 Final Architectural Services: The CONSULTANT shall develop designs for the proposed new restroom facility and renovation of the existing facility adjacent to the boat ramp. Based on value engineering exercises the most practical solution will be delineated in final design documents and specifications.

1.8.12 Calculation of Bid Quantities: The CONSULTANT will develop bid quantities relevant to construction of the final design drawings. The Consultant will develop an opinion of probable cost for project construction as documented on the final waterfront design plans. This estimate will provide a rough determination of project cost for the OWNER's budgeting use. Final costs may vary significantly depending on the outcome and timing of project phases.

1.8.13 Final Drawings and Specifications: The CONSULTANT will develop a detailed architectural and engineering project manual describing proposed final design elements. This task includes development of:

- Final drawings
- Incorporation of City's construction contract documents
- Technical specifications for waterfront design elements
- Incorporation of permit conditions and authorizations within overall design package

1.9 CONSTRUCTION PHASE SERVICES

1.9.1 Bidding Assistance: The CONSULTANT will assist the CITY in securing bids from qualified materials suppliers and construction contractors. This task includes

- Preparing a list of potential suppliers and bidders
- Distributing plans, specifications, and bidding documents

Palatka Riverfront Park & Pier Improvements

- Attending the pre-bid conference
- Providing technical advice to bidders during bidding process
- Issuing addenda

1.9.2 Bid Review and Contractor Selection Assistance: The CONSULTANT will assist the CITY in reviewing bids from construction contractors. This task includes

- Evaluating bids and performing customary evaluation of bidders' qualifications
- Making recommendation of award on submitted bids.

1.9.3 Construction Phase Services: The CONSULTANT will assist the CITY by providing construction observation services for marine structures during the waterfront phases of the project. This task includes

- Attendance at pre-construction meeting
- Review of contractor's project records including daily, weekly, and monthly reports
- Attendance at project meetings
- Review shop drawing submittals
- Review of laboratory test results
- Construction engineering and evaluation of the project's waterfront features
- Review that contractor's furnished and installed materials to evaluate whether the work conforms to executed permit and technical requirements
- Review of monthly contractor Payment Applications
- Generation of a final report of activities performed during the project
- Review of the contractor's as-built drawings
- Final project certification to environmental regulatory agencies

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, OWNER's schedule, or method of financing; and revising previously accepted studies, reports, or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any

Palatka Riverfront Park & Pier Improvements

other causes beyond CONSULTANT's control.

2.1.4 Providing models for OWNER's use.

2.1.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing services of independent professional associates and subconsultants for other than Basic Services; and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.7 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.3.6).

2.1.10 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Provide all criteria and full information as to OWNER's requirements for the Project, including objectives and constraints, performance requirements, and budgetary limitations; and furnish copies of all standards which OWNER will require to be included in the Project.

3.3 Place at CONSULTANT's disposal all available pertinent information including previous reports and any

Palatka Riverfront Park & Pier Improvements

other relevant data.

3.4 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.4.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.

3.4.3 *Property, boundary, easement, right-of-way, topographic and utility surveys.*

3.4.4 Property descriptions.

3.4.5 Zoning, deed and other land use restriction.

3.4.6 Other special data or consultations not covered under Basic Services and Additional Services.

3.5 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.6 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

3.10 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services.

3.11 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.12 Bear all costs incident to compliance with the requirements of Article 3.

Palatka Riverfront Park & Pier Improvements

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated _____ between City of Palatka (OWNER) and Michael Redd & Associates, Inc. (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

4.2 The services called for in the Planning and Preliminary Design Phase will be completed and the Report submitted within 180 days after written authorization to proceed which will be given by OWNER within thirty days after CONSULTANT has signed this Agreement. CONSULTANT will prepare a detailed project schedule for the services described in Exhibit A and will be distributed to OWNER within 14 days after the signed Agreement is received.

4.3 After acceptance by OWNER of the Planning and Preliminary Design Phase documents provided under this Agreement, subsequent Final Design Phase is anticipated to occur as indicated in Attachment A, Article 1.3.

4.4 CONSULTANT's services under each phase of this Agreement shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.5 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.7 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change.

Palatka Riverfront Park & Pier Improvements

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated _____ between *City of Palatka* (OWNER) and *Michael Redd & Associates, Inc.* (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS 5.1 Compensation for Services and Expenses

5.1 Basic Services.

OWNER Shall pay CONSULTANT for Basic Services Set forth in Attachment A as follows:

5.1.1 A Lump Sum amount of \$86,600.00 based on Exhibit B (Fee Proposal) to Attachment C Showing the assumed distribution of compensation and task breakdown:

5.1.2 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but Shall not exceed the total Lump Sum amount unless approved in writing by OWNER.

5.1.3 The Lump Sum includes compensation for CONSULTANT'S services and services of CONSULTANT'S independent professional associates and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

5.2 Additional Services. OWNER Shall pay CONSULTANT for Additional Services, if any, as follows:

5.2.1 For services of CONSULTANT'S employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 (except for services as a consultant or witness under Attachment A, paragraph 2.1.9), an amount equal to CONSULTANT'S Direct Labor Costs times a factor of 3.10, plus related Reimbursable Expenses and charges of CONSULTANT'S independent professional associates and Subconsultants, if any.

5.3 Reimbursable Expenses.

OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows:

5.3.1 For Internal Reimbursable Expenses. An amount equal to the Project-related internal Reimbursable Expenses actually incurred or allocated by CONSULTANT based on the rates Set forth in Appendix 1 to this Attachment C.

5.3.2 For External Reimbursable Expenses. An amount equal to invoiced external Reimbursable Expenses allocable to the Project multiplied by a factor of 1.0.

Palatka Riverfront Park & Pier Improvements

5.4 Amounts Billed

5.4.1 Lump Sum Services. The portion of the amounts billed for CONSULTANT'S services which are related to Services rendered on a Lump Sum basis will be billed based upon CONSULTANT'S estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5.4.2 Direct Labor Costs Times a Factor Services. The portion of the amounts billed for CONSULTANT'S services which are related to services rendered on a Direct Labor Costs times a factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project during the billing period by CONSULTANT'S employees multiplied by the above designated factor, plus Reimbursable Expenses and charges of CONSULTANT'S independent professional associates and Subconsultants.

5.5 Annual Adjustments.

The Direct Labor Costs will be adjusted annually (as of January) and the factor applied to Direct Labor Costs and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.6 Other Provisions Concerning Compensation

5.6.1 Charges of CONSULTANT'S Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT'S independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.1

5.6.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT'S independent professional associates and subconsultants include CONSULTANT'S overhead and profit associated with CONSULTANT'S responsibility for the administration of such services and costs.

5.6.3 Records. Records pertinent to CONSULTANT'S compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT'S charges and upon OWNER'S timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.7 Payments

5.7.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT'S invoices.

5.7.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.) from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.7.3 Payments Upon Termination. In the event of termination by OWNER under

Palatka Riverfront Park & Pier Improvements

Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT'S independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as Set forth in this Attachment C.

5.7.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments Shall be added to the compensation as determined above.

5.7.5 Deductions or Offsets. No deductions or offsets Shall be made from CONSULTANT'S compensation or expenses on account of any setoffs or back charges.

5.8 Definitions

5.8.1 Direct Labor Costs. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5.8.2 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, Such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, Survey and testing instruments, and other highly Specialized equipment; and reproduction of reports, documents, and similar Project-related items.

Palatka Riverfront Park & Pier Improvements

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated _____ between City of Palatka (OWNER) and Michael Redd & Associates, Inc. (CONSULTANT).

ARTICLE 6 - OPINIONS OF COST 6.1 Opinions of Probable Cost

CONSULTANT'S opinions of probable Project Costs are made on the basis of CONSULTANT'S experience, qualifications and judgment; but CONSULTANT cannot and does not guarantee that actual Project Costs will not vary from opinions of probable cost. If OWNER wishes greater assurance as to Total Project Costs, OWNER Shall employ an independent cost estimator.

ARTICLE 7 - GENERAL CONSIDERATIONS 7.1 Standard of Performance

The Standard of care for all professional Services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the Subject profession practicing under Similar circumstances at the Same time and in the Same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract Subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as Set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of Services subsequent to receipt of Such purchase order, requisition, or notice of authorization to proceed is Specifically deemed not to constitute acceptance of any terms or conditions contrary to those Set forth herein.

7.2 Reuse of Documents

All documents prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT Shall retain an ownership and property interest therein. OWNER may make and retain copies for information and reference in connection with use by OWNER; however, Such documents are not intended or represented to be Suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S Sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and Subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any Such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

7.3 Electronic Files

7.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party Shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

Palatka Riverfront Park & Pier Improvements

7.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

7.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

7.4 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

7.5 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.6 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.7 Successors and Assigns

7.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

Palatka Riverfront Park & Pier Improvements

7.8 Dispute Resolution

7.8.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.9 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

Palatka Riverfront Park & Pier Improvements

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated _____ between *City of Palatka* (OWNER) and *Michael Redd & Associates, Inc.* (CONSULTANT).

ARTICLE 8 - INSURANCE 8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	\$ 100,000
Disease, Policy Limit:	\$ 500,000
Disease, Each Employee:	\$ 100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate: \$ 1,000,000 Products-Completed Operations Aggregate: \$ 1,000,000 Personal and Advertising Injury: \$ 1,000,000 Each Occurrence: \$ 1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	\$ 1,000,000
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8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Palatka Riverfront Park & Pier Improvements

Each Occurrence:	\$ 1,000,000
Aggregate:	\$ 1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$ 1,000,000
Aggregate:	\$ 1,000,000

Palatka Riverfront Park City Pier Improvements

Exhibit "B" Compensation by Task City of Palatka

Palatka Riverfront Park & City Pier Improvements
18-May-09

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1.2	Project Initialization & Mobilization			
1.2.1	Kickoff Meeting	\$3,600.00	LS	W.I.P.P.
1.2.2	Coordination with Client	\$1,800.00	LS	W.I.P.P.
1.2.3	Investigation of Related Sites & Program	\$3,100.00	LS	W.I.P.P.
1.2.4	Preliminary Project Scheduling	\$2,800.00	LS	W.I.P.P.
1.2.5	Preliminary Budgeting	\$1,800.00	LS	W.I.P.P.
1.2.6	Develop Prospective Project Program	\$1,200.00	LS	W.I.P.P.
1.2.7	Summary Report to City	\$2,400.00	LS	W.I.P.P.
1.3	Site Analysis/Base Data/Infrastructure			
1.3.1	Boundary/Topographical/Bathymetry Survey	\$17,400.00	LS	W.I.P.P.
1.3.2	Infrastructure Analysis	\$6,800.00	LS	W.I.P.P.
1.3.3	Upland/Waterward Environmental Analysis	\$13,000.00	LS	W.I.P.P.
1.3.4	Existing Conditions/Opportunities & Constraints Map/Diagram	\$2,400.00	LS	W.I.P.P.
1.3.5	Base Map Preparation	\$8,800.00	LS	W.I.P.P.
1.4	Public Consensus/Visioning/Program Development			
1.4.1	Public Meeting & Visioning Process Coordination	\$12,500.00	LS	W.I.P.P.
1.4.2	Client Staff Meeting	\$1,200.00	LS	W.I.P.P.
1.4.3	Revised Program Preparation	\$2,400.00	LS	W.I.P.P.
1.4.4	Documentation and Distribution of findings and consensus	\$5,400.00	LS	W.I.P.P.
1.5	Preliminary Riverfront Park & Pier Improvements Master Plan			
1.5.1	Conceptual Design Workshop	TBD	LS	W.I.P.P.
1.5.2	Conceptual Master Planning	TBD	LS	W.I.P.P.
1.5.3	Agency Informal Reviews	TBD	LS	W.I.P.P.
1.5.4	Preliminary Master Plan	TBD	LS	W.I.P.P.
1.5.5	Public Meeting	TBD	LS	W.I.P.P.
1.6	Final Riverfront Park & Pier Improvements Master Plan			
1.6.1	Final Master Plan	TBD	LS	W.I.P.P.
1.6.2	Presentation	TBD	LS	W.I.P.P.
1.6.3	Preliminary Cost Estimate	TBD	LS	W.I.P.P.
	Additional Services	TBD		
1.6.4	Planning for adjacent downtown area	TBD	LS	W.I.P.P.

Palatka Riverfront Park City Pier Improvements

CONSTRUCTION DOCUMENTS & CONSTRUCTION PHASE				
1.7	Preliminary Waterfront Design/Design Development			
1.7.1	Project Planning and Conceptual Design	TBD	LS	W.I.P.P.
1.7.2	Coordinate Waterfront/Upland Design	TBD	LS	W.I.P.P.
1.7.3	Preliminary Waterfront Engineering	TBD	LS	W.I.P.P.
1.7.4	Preliminary Architectural Services	TBD	LS	W.I.P.P.
1.7.5	Value Engineering	TBD	LS	W.I.P.P.
1.7.6	Environmental Permitting	TBD	LS	W.I.P.P.
1.8	Marine Structures Design and Engineering/Construction Document			
1.8.1	Marine Conditions and Coastal Loads	TBD	LS	W.I.P.P.
1.8.2	Dock Basin Flushing Analysis	TBD	LS	W.I.P.P.
1.8.3	Demolition Plans	TBD	LS	W.I.P.P.
1.8.4	Dredging and Dredged Material Mgmt/Design	TBD	LS	W.I.P.P.
1.8.5	Bulkhead and/or Shoreline Stabalization Design	TBD	LS	W.I.P.P.
1.8.6	Slip Layout, Dockage Configuration and Optimization	TBD	LS	W.I.P.P.
1.8.7	Pile Supported Dock Design	TBD	LS	W.I.P.P.
1.8.8	Floating Dock Performance Specification Development	TBD	LS	W.I.P.P.
1.8.9	Dockage Utilities Design	TBD	LS	W.I.P.P.
1.8.10	Boat Ramp Design	TBD	LS	W.I.P.P.
1.8.11	Final Architectural Design Services	TBD	LS	W.I.P.P.
1.8.12	Calculation of Bid Quantities	TBD	LS	W.I.P.P.
1.8.13	Final Drawings and Specifications	TBD	LS	W.I.P.P.
1.9	Construction Phase Services			
1.9.1	Bidding Assistance	TBD	LS	W.I.P.P.
1.9.2	Bid Review and Contractor Selection Assistance	TBD	LS	W.I.P.P.
1.9.3	Construction Phase Services	TBD	LS	W.I.P.P.
	TOTAL			\$86,600.00

Color Key

Basic Design Services - Design services included in original grant

Additional Design Services - Design services outside the scope of the original grant