

**VERNON MYERS**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**ALLEGRA KITCHENS**  
COMMISSIONER

**PHIL LEARY**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



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

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**GARY S. GETCHELL**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT.

**DONALD E. HOLMES**  
CITY ATTORNEY

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

**AGENDA**  
(as revised 7/12/12)  
**CITY OF PALATKA**  
July 12, 2012

**CALL TO ORDER:**

- a. Invocation – The Reverend Bob Scott, Pastor, First Presbyterian Church
- b. Pledge of Allegiance
- c. Roll Call

**APPROVAL OF MINUTES – 6/28/12 Regular Meeting; 7/3/12 Called Meeting**

**1. PUBLIC RECOGNITION/PRESENTATIONS:**

- a. **Employee Recognition – Service Above Self: Briana Ozor, B&Z Intern**

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

**3. CONSENT AGENDA:**

- \*a. **Authorize execution of Agreement with Rudd Jones, PE & Assoc. in the amount of \$16,000.00** for engineering design and permitting services for parking & stormwater improvements at the City Dock vicinity of the Riverfront Park, per results of solicitation for quotations/staff recommendation
- \*b. **Authorize execution of Change Order #6 to Masci Corp. Contract in the amount of \$22,115.42,** for a new total contract amount of \$1,041,023.62 to amend the scope of work and extend the contract completion date for the WWTP Reuse System Improvements, per staff recommendation
- \*c. **Authorize execution of Interlocal Agreement with Putnam County BOCC** to assume maintenance of three traffic signals for the installation of red light cameras at intersections, per Police Chief's recommendation
- \*d. **Reappoint Blanch Rogers, Cleveland Hobbs and Eddie Collins to the Palatka Board of Zoning Appeals** for five year terms to expire July, 2017 (incumbents – sole applicants)
- \*e. **Recommend the appointment of Alice F. Adams to the Putnam County Library Board** for a three-year term to expire June 30, 2015 (sole applicant)
- \*f. **Accept resignation of Sharon Buck from the Palatka Planning Board effective immediately**
- \*g. **Make the following appointments to the Palatka Planning Board:**
  1. **Appoint Judith A. Gooding to the Palatka Planning Board** for the remainder of an unexpired term to expire 12/31/14, and
  2. **Appoint Lavinia Moody to the Palatka Planning Board** for the remainder of a three-year term to expire 12/31/12, and an additional three-year term to expire 12/31/15 (sole applicant)
- \*h. **Appoint Gary G. Graffweg to the Palatka Historic Preservation Board** as member with Contractor experience for a 3-year term to expire June, 2015
- \*i. **Introduce Form 8B, Memorandum of Voting Conflict** into the record filed by Commissioner James Norwood, Jr. on vote taken 6/28/12.
- \*j. **Amend the City Commission Summer Meeting Schedule** to set the Budget Workshop on July 26, 2012 at 2:00 p.m. and special called meeting immediately following, per TRIM Calendar F/Y 2012-13

## AGENDA - CITY OF PALATKA

July 12, 2012

Page 2

- \* 4. **CODE ENFORCEMENT BOARD RECOMMENDATION:** Reduce the daily fine of \$2,350.00 (\$25/day) on 412 S. 13<sup>th</sup> Street to \$1,000.00 plus cost of prosecution of \$245.59 if recording is not required, or \$281.34 if recording is required - William Berry, Agent for Casabuona, LLC, Petitioner
- \* 5. **RESOLUTION** authorizing the Mayor and City Clerk to Execute and Attest a Supplemental Joint Participation Agreement with FDOT for the design and upgrade of Building B-2, Project Management & Administration at Palatka Municipal Airport (REDI funded @ 100% FDOT participation) - Adopt
- \* 6. **RESOLUTION** authorizing the Mayor and City Clerk to Execute and Attest a Memorandum of Agreement with FDOT for landscaping irrigation (Crepe Myrtles) on SR19 from SR100 to SR15/US17 – Adopt
- \* 7. **RESOLUTION** authorizing the submittal of a Florida Fish & Wildlife Commission Boating Improvement Grant application for the construction of dockage, mooring slips and launch parking facilities at the Palatka Riverfront Park – Adopt
- \* 8. **ORDINANCE** amending Section 94-151 of the Palatka Municipal Code to limit sales items in outdoor promotional, temporary goods and commodities sales – 1<sup>st</sup> Reading
- \* 9. **ORDINANCE** – Historic Preservation Board recommendation to revise Chapter 54, Article III (Planning, Historic Districts) historic preservation regulations with the intent of meeting minimum standards for Certified Local Government as designated by the federal and state governments – 2<sup>nd</sup> Reading, Adopt
- \*/\*\* 10. **RESULTS OF CITY MANAGER SELECTION PROCESS AND NEGOTIATION** of City Manager Contract for Michael Czymbor, effective July 23, 2012
- 11. **ADMINISTRATIVE REPORTS**
  - a. Red Light Camera Program Update – Police Chief Getchell
  - b. F/Y 2012-13 Budget Process Update – Finance Dir. Reynolds, Mayor Myers
  - c. Clay Electric Franchise Agreement – Finance Director Matt Reynolds
- \*\*12. **REQUEST TO APPROVE PURCHASE OF MITIGATION CREDITS** for Airport Improvement Project Permitting - \$300,000.00 – Kim Allerton, Consultant for Andrew Holesko, Airport Engr.
- 13. **COMMISSIONER COMMENTS**
- 14. **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:

August 14, 2012 – Primary Election Day  
August 23 – 25, 2012 – FLC Annual Conference  
Sept. 3, 2012 – City Offices closed to observe Labor Day  
September 20 – NEFLC Meeting

### Board Openings:

Palatka Housing Auth. Board 1 Vacancy  
Tree Committee 1 Vacancy  
Code Enforcement Board: 2 Vacancies (Architect. & Alt.)  
Historic Preservation Board: 1 alternate

*Agenda  
Item*

*3a*

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

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

**To:** City Commissioners

**From:** Jonathan Griffith

**Date:** 7/4/2012

**RE:** Riverfront Boat Launch Parking and Stormwater Permitting and Design

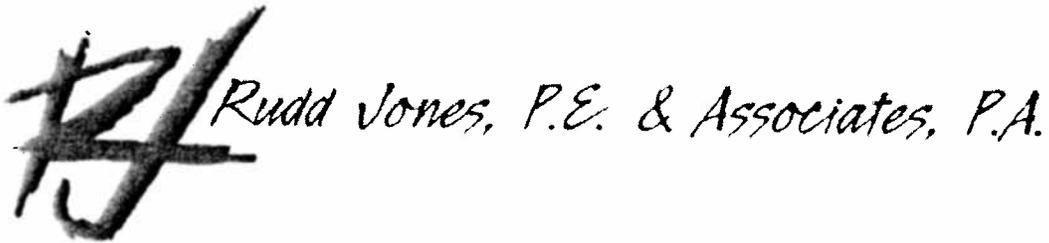
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As you all are aware the City of Palatka has been awarded a Fish and Wildlife Commission (FWC) Florida Boating Improvement Grant for the expansion of the boat launch facilities and the construction of new restroom facilities. We anticipate the arrival of the grant contract documents within the coming months. This puts this project starting sometime this fall or winter. This will be the first step in the park enhancements for the southern portion of the riverfront.

With the expansion of the launch facilities from two (2) to five (5) slips, it will be necessary to more efficiently accommodate boat trailer parking and circulation. Current standards call for 30-50 parking spots per active launch slip. Common practice is to also design the facility with angled parking. Our current facility can currently accommodate twenty-five (25) vehicles with trailers on its paved surface, but the demand is usually in excess of this. This results in the vehicles entering the grassed areas and parking in an unorganized manner. Future plans will improve the circulation and increase the number of designated slips. While we won't be able to create a parking lot that can handle the suggested number of slips, overflow grass parking shall be made available across the street in the City owned lot adjacent to the Tilghman House.

Staff is asking for the approval of the attached contract to move forward with the permitting and design of this facility. We have already missed two (2) opportunities to apply for funding for the construction of this facility because permits and construction ready documents were not in place. If this is approved, staff has identified two funding sources for 2013 that are possible funding sources. It is important to note that if this project is realized, the facility will be improved to a more park like setting and will improve the treatment quality of stormwater runoff in this area.

This proposal was selected after staff solicited three quotes from three separate civil engineers. We appreciate your consideration of this project. Please feel free to contact me with any questions.



**Consulting Agreement  
General Terms and Conditions**

The Project: *Site development improvements associated with reconfiguration and repaving of the two existing City Parking Lots adjacent to the City Boat Ramp, consisting of about 2.5 acres of parking surface.*

Performance: Rudd Jones, P.E. & Associates, P.A. (ENGINEER) shall perform the WORK, as outlined in the Scope of Services (SCOPE) attached as Exhibit A, in an expeditious and diligent manner. All professional engineering and related services performed or furnished by ENGINEER under this Agreement shall be of the standard of care ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality for similar projects. The parties to this Agreement acknowledge and agree that ENGINEER has no control over certain aspects of the work, including but not limited to, the timing and results of the review and approval process of governmental or utility agencies or other entities from whom permits, approvals or similar documents are required; the timely submittal and accuracy or completeness of data, information or work products furnished by others for ENGINEER's use in prosecution of the work. Engineer makes no guarantees or warranties, expressed or otherwise, regarding the schedule of permit approval processing and review or for the issuance of a permit and expressly incurs no liability for same. ENGINEER's opinions or estimates of possible PROJECT schedules or costs are made upon the basis of ENGINEER's judgement and experience at the time such estimates or opinions are rendered. ENGINEER does not guarantee or warrant that proposals, bids or actual PROJECT costs or schedules will not vary from the ENGINEER's opinions or estimates of same.

Compensation: Compensation for services rendered under this agreement shall be made according to the schedule of fees and charges outlined in the SCOPE attached as Exhibit A. Lump Sum Fees are fixed amounts to be paid for the specific tasks outlined in the SCOPE. Estimated Time and Expense fees shall be based upon the Schedule of Fees attached to this Agreement as Exhibit B. These rates are used to calculate the invoice amounts for work performed or services rendered on a Time and Expense Basis. All Time and Expense fees quoted in the SCOPE are estimates only of the fees and/or costs required to complete the WORK, and ENGINEER makes no guarantee that the WORK will be completed for the estimated fees. However, these Time and Expense fees billed shall not exceed the estimated fees without written authorization from CLIENT. Outside contractual services contracted for or secured by ENGINEER on CLIENT's behalf, travel costs by commercial carrier, and all direct, non-salary expenses including, but not limited to meals, lodging, blueprinting

Initials \_\_\_\_\_

and photocopying, special mail, deliveries or materials shall be reimbursed at 110 percent of ENGINEER's cost.

Additional Services: Services authorized by CLIENT, which are outside of those specifically set forth in the SCOPE, shall be considered additional services. Fees for these services shall be billed to CLIENT on a time and expense basis at the rates shown on the Schedule of Fees attached as Exhibit B, subject to the invoicing, payment terms and conditions outlined elsewhere in this document, or as otherwise agreed to in writing by the parties. Additional services include, but are not limited to, revisions to work previously performed by ENGINEER that are required due to a change in scope of the WORK: as initiated by CLIENT or his authorized agent; a change in the data, site plan, information or criteria furnished to ENGINEER by others; or that may be required due to changes in the requirements of review agencies subsequent to execution of this Agreement.

Invoices: Invoices for services authorized under this Agreement shall be sent to CLIENT on or about the first of each month for the previous month's services, work, charges and fees. Lump sum fees shall be based on the ENGINEER's estimate of percentage of the work completed for that period. Time and Expense fees shall be based upon the actual amount of time expended by ENGINEER on the WORK multiplied by the hourly rates in Exhibit B. The style and format of the invoices is at ENGINEER's discretion. Should CLIENT require a specific format for invoicing, CLIENT shall compensate ENGINEER for that effort based upon the hourly rate for Administrative Assistant. Within 21 days of receipt of the invoice, CLIENT shall examine the invoice in detail as to accuracy and completeness and shall raise any questions or objections to the invoice in writing within this same 21 day period. After 21 days from receipt of ENGINEER's invoice, CLIENT acknowledges that he waives any questions or objections to the invoice, not previously submitted to ENGINEER in writing.

Payment of Fees: Payment shall be made in U.S. Currency. All fees and charges are due upon receipt of an invoice. Fees and charges shall be considered late if not received within 30 days of the date of the invoice. If CLIENT fails to make full payment within this 30 day period, the amount due ENGINEER shall include an additional charge of 1.5 percent per month (18 percent per annum), or as may otherwise be provided by law. ENGINEER reserves the sole right to suspend any and/or all services to CLIENT if any invoice remains unpaid for a period of 60 days after the date of the invoice. If services are suspended, ENGINEER may, at his sole discretion, not resume services until payment is made in full.

Rate and Fee Adjustment: The Schedule of Fees, included as Exhibit B to this Agreement, is subject to change at the beginning of each calendar year.

Retainer: Upon acceptance of this Agreement by CLIENT, but prior to commencement of WORK by ENGINEER, CLIENT shall deposit with ENGINEER a retainer in the amount of \$0.00. Upon completion of the WORK by ENGINEER, the amount deposited shall be credited to CLIENT in calculation of the final payment due ENGINEER.

Initials \_\_\_\_\_

Ownership of Documents: All documents, including drawings, specifications, field notes, calculations and data and electronic information prepared by ENGINEER pursuant to this Agreement are proprietary and are the property of ENGINEER. Copies of these documents will be made available to Client at the Time and Expense cost of reproducing said documents, provided Client's accounts are current. The ENGINEER's documents are not intended, nor are represented to be suitable for any extension or modification of the PROJECT, nor for any other Project. CLIENT or others are expressly prohibited from making or incorporating any changes, amendments or revisions to these documents without express written permission of ENGINEER.

Data Provided by Others: CLIENT is responsible for supplying information and data required for ENGINEER's use in completing the WORK. Information and data supplied to ENGINEER by CLIENT's other consultants or agents at CLIENT's direction shall be considered as supplied by CLIENT. ENGINEER shall not be responsible for any inaccurate or incomplete information provided by CLIENT or others, or for the good faith use of such information or data in prosecution of the WORK. Should revisions to the WORK be required due to inaccurate or incomplete data, or by revisions to data, these revisions shall be considered as additional services as described above.

Enforcement: All claims, disputes and other matters rising out of or related to the subject matter of this Agreement or the Project, or any breach resulting therefrom or thereunder shall be submitted for mediation in Martin County or St. Lucie County, Florida prior to filing for arbitration. A representative from CLIENT and from ENGINEER fully authorized to settle the dispute, shall meet for the purpose of reaching a settlement. A court certified mediator will be selected by ENGINEER, or the mediation may be conducted without a mediator at the sole discretion of ENGINEER. CLIENT and ENGINEER will each be responsible for fifty percent (50%) of the mediator's fee.

If any claim, dispute or other matter arising out of or related to the subject matter of this Agreement or Project is not resolved by the above mediation, then it shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgement on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs, fees and expenses incurred, including reasonable attorney's fees. For the purpose of this Agreement, "action" shall be interpreted to include negotiations and investigations prior to the institution of proceedings at trial level, as well as costs, fees and expenses incurred through any appeals. In the event CLIENT has or asserts some claim or demand against ENGINEER based upon this Agreement or the Work or services provided or delivered as a part of this Agreement, or any extension thereof, CLIENT, as well as all persons or firms claiming through, under or against CLIENT, must initiate suit against the ENGINEER within one year from the date upon which these services were delivered or claim shall be forever barred. Venue for any legal action taken against ENGINEER shall be **Okeechobee** County, FL.

Initials \_\_\_\_\_

**Limitation of Liability:** ENGINEER's liability is expressly limited to the amount of fees paid to ENGINEER by CLIENT under the terms and conditions of this Agreement. CLIENT may waive the limitations of this provision by execution of an addendum to this Agreement, signed by both parties. This addendum must be executed on the same date as this Agreement to have effect. As compensation for waiving the limitation of liability, CLIENT shall pay ENGINEER, immediately upon execution of this addendum, a (\*) non-refundable fee of 15 percent of the estimated fees. If, during the course of the project, Engineer's fees are increased by more than 30 percent through change of scope memorandum or other CLIENT authorized additional services, CLIENT shall be obligated to immediately make an additional (\*) non-refundable payment based upon 15 percent of the amount of increased fees. (\*) Should the Agreement be terminated by either party prior to completion of any deliverable product, CLIENT shall be entitled to a refund of the charges for waiving this limitation of liability upon execution of an agreement waiving all liability against ENGINEER for work performed under this Agreement prior to its termination.

**Agreement Modification:** This Agreement may be modified by either party at any time, but shall only be effective if provided in writing and signed by both CLIENT and ENGINEER.

**Privity of Agreement:** This Agreement shall not be construed to provide any obligation from the ENGINEER to any third parties, including but not limited to, any contractors or any successors in title to the CLIENT.

**Assignability:** This Agreement is non-assignable and non-transferable by CLIENT without express written permission of ENGINEER.

**Acceptance:** The fees, terms and conditions offered by this Agreement shall be valid and open to acceptance by CLIENT for a period of 60 days after the date Agreement is signed by ENGINEER.

**Effective Date:** This Agreement shall become effective on the date that it has been signed by both CLIENT and ENGINEER and returned to ENGINEER with the required retainer.

**Termination:** This Agreement may be terminated by either party upon written notice, and CLIENT shall be responsible for only those fees and expenses incurred through the date of receipt of such notice.

**Severability:** In the event a court of competent jurisdiction determines that any term or provision of this Agreement is unenforceable for any reason, the balance of terms and conditions shall nonetheless remain in full force and effect and such unenforceable provisions shall be deemed to have been excised and deleted from this Agreement as though they had never been a part thereof.

**Jobsite Safety:** The ENGINEER is not responsible for the safety of any person on the job-site, other than ENGINEER's own employees. The ENGINEER is not responsible for any construction means,

Initials \_\_\_\_\_

methods, sequence, schedules, testing, techniques or procedures necessary for performing, superintending or coordinating any work on the job-site. The ENGINEER has no authority to exercise any control over CLIENT's contractors, sub-contractors or other consultants or their employees with respect to their performance of work or any health or safety precautions. The ENGINEER does not have the authority to order others to commence or stop the work of any contractor, sub-contractor, consultants or their employees. The CLIENT shall require his General Contractor to provide indemnification for any loss incurred by ENGINEER arising out of any claim brought by any person(s) for personal injuries or losses sustained on the job-site and warrants that this shall be included in CLIENT's Agreement with the General Contractor. ENGINEER shall be named as an additional insured party under the General Contractor's general liability insurance policy for personal injuries to any person(s) sustained on the job-site.

### **Special Conditions**

The following special conditions, if any, shall be considered fully enforceable and in effect as a part of this Agreement:

1. Client shall provide all non-technical information necessary to complete any application forms, construction drawings and/or other requirements as may be determined.
2. Boundary and topographic surveys, if required, shall be provided by others.
3. Soil Borings and geotechnical reports, if required, shall be performed by others.
4. Biological or Environmental studies or reports, if required, shall be performed by others.
5. Hydrogeologic services are not included in this scope.
6. By signing this agreement, Client certifies that he or she is the fee title holder of the property.
7. Payment of all permit application and review fees is the responsibility of CLIENT.
8. Off-site drainage analysis and or regional studies are not included in this scope.
9. Traffic Analysis or reports are not included in this scope.
10. Landscape plans, if required shall be provided by others.
11. Septic Tank and/or well design or permitting is not included in this scope.
12. Lift Station design is not anticipated at this time and not included in this scope.
13. Additional special conditions may apply for additional items of work not included in this specific proposal.

Initials \_\_\_\_\_

Agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BY,**

**CLIENT:** \_\_\_\_\_  
Type or Print Company Name

.

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

**ENGINEER: Rudd Jones, P.E. & Associates, PA**

Fred R. Jones, Jr., P.E.  
President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

Initials \_\_\_\_\_

**Rudd Jones, P.E. & Associates, PA**  
**Schedule of Fees and Charges**

Effective 12/1/2006

Principal	\$200.00/hour
Project Manager/ Professional Engineer	\$130.00/hour
Project Engineer/ CADD Technician	\$ 90.00/hour
Field Inspector	\$ 75.00/hour
Administrative Assistant	\$ 50.00/hour
Blueprints	\$ 2.50/each
Copies	\$ 0.15/each (50 or more)
Other Direct Expenses	Cost plus 10%

Exhibit B



*Agenda  
Item*

*3b*

July 3, 2012

Mr. Vernon Myers  
Mayor  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177

Re: Wastewater Treatment Plant Improvements

Subject: Contract Change Order #6

Dear Mr. Myers:

Attached is change order #6 for the referenced project. This change order is for the cost increase associated with the installation of an air/vacuum release valve on the gravity outfall pipe. Also provides for cost increases associated with the in-plant reuse pump control panel. This also allows for a 56 day time extension for the installation of the new chlorination system.

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

Sincerely,

Ayres Associates Inc



Daryl R. Myers, PE  
Project Leader I

Enclosure

cc: File

**CITY OF PALATKA, FLORIDA  
PUBLIC WORKS DEPARTMENT  
CHANGE ORDER**

PROJECT: Wastewater Treatment Plant Improvements

DATED: February 24, 2011

CHANGE ORDER NO:         6        

DATED: July 3, 2012

CONTRACTOR: Masci Corporation  
5752 S. Ridgewood Avenue  
Port Orange, FL 32127

JUSTIFICATION: This change order represents costs associated with addition of an air/vacuum release valve on the gravity outfall pipe and for replacing 3 Motor Circuit Protectors (MCPs), 3 new 20 Hp motor starters, and installing a new back panel in the Reuse Pump Control Panel. Additional time has been added to the contract for the installation of the new chlorination system. Supplemental agreement from the funding agency is pending.

CURRENT CONTRACT AMOUNT: \$1,018,908.20

INCREASE IN CONTRACT AMOUNT: \$22,115.42

NEW CONTRACT AMOUNT: \$1,041,023.62

CURRENT CONTRACT COMPLETION DATE: July 4, 2012

INCREASE IN CONTRACT TIME: 56 Days

NEW CONTRACT COMPLETION DATE: August 28, 2012

ORDERED BY CITY OF PALATKA BY: \_\_\_\_\_  
Vernon Myers  
Mayor

ACCEPTED BY:

\_\_\_\_\_  
CONTRACTOR

# MASCI CORPORATION

## GENERAL CONTRACTORS

5752 S. Ridgewood Ave  
Port Orange, FL 32127  
Tel. (386) 322-4500 : General Fax (386) 322-4600  
Estimators Fax: (386) 322-4543

June 27, 2012

Ayres Associates  
5220 Shad Road Suite 200-3  
Jacksonville, FL 32257  
Attn: Daryl R. Myers

Project: City of Palatka - Wastewater Treatment Plant Improvements  
Change Order No. 7

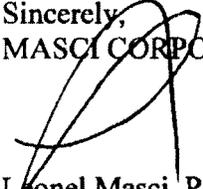
Dear Mr. Myers,

In reference to the above mentioned project, please see the attached Direct Costs Worksheet and Subcontractors quote for the additional work to install ARV on 24" ductile iron pipe. The breakdown is as follows:

Total Direct Cost:	\$ 8,816.89
15% Overhead & Profit	\$ 1,322.53
<b>Total Costs:</b>	<b>\$ 10,139.42</b>

Please advise if this price is acceptable.

Sincerely,  
MASCI CORPORATION

  
Leonel Masci, P.E.  
President

cc: Elwin C. "Woody" Boynton, Jr., City Manager – City of Palatka  
File

Maschi Corporation  
 5752 S. Ridgewood Ave.  
 Port Orange, FL 32172

Direct Costs Worksheet

Date of Work \_\_\_\_\_  
 Description of Extra Work: Install ARV on Ductile Iron Pipe @ Palatka Wastewater Treatment project

Notes/Comments: \_\_\_\_\_

	Hours/Day			Rate/hr	Total Cost
	Number	Days of Work	Work Sched.		
Supervisor	1	1	10	\$42.03	\$420.30
Foreman	0	0	10	\$31.13	\$0.00
Operator	2	1	10	\$21.79	\$435.80
Pipelayers	2	1	10	\$21.79	\$435.80
Truck Driver	0	0	10	\$15.57	\$0.00
Laborer	2	1	10	\$15.57	\$311.40
Flaggers	0	0	10	\$15.57	\$0.00
<b>Subtotal Labor</b>	<b>0</b>				<b>\$1,603.30</b>

Equipment	Days of Work	Total Hours	Rate/hr	Total Cost
1998 6" Wellpoint Pump- Diesel		0	\$36.78	\$0.00
1990 Gallion 550 Grader		0	\$65.71	\$0.00
2002 Tractor Trailer Mack w/ Lowboy		0	\$75.51	\$0.00
2003 MACK Dump Truck		0	\$53.00	\$0.00
2005 6 Wheeler Dump Truck		0	\$42.81	\$0.00
1997 1000' Well Point System		0	\$66.22	\$0.00
1997 8" Wellpoint Pump- Diesel		0	\$38.47	\$0.00
10" Pump		0	\$46.52	\$0.00
3" Pump		0	\$18.75	\$0.00
2008 Sweeper		0	\$38.64	\$0.00
Bomag Roller		0	\$46.85	\$0.00
2005 Case 580 SL Backhoe	1	10	\$55.21	\$552.10
2008 tackuhuchi skid steer		0	\$54.11	\$0.00
1994 416B Cat		0	\$54.72	\$0.00
2006 John Deer 444 Loader	0	0	\$58.77	\$0.00
2006 John Deer 544 Loader	1	10	\$70.25	\$702.50
2008 Hyundai 740 loader		0	\$70.10	\$0.00
1998 Komatsu DP31 Bulldozer		0	\$67.94	\$0.00
1998 Komatsu PC75 Excavator	1	10	\$59.10	\$591.00
2009 Hitachi 135 Excavator		0	\$95.10	\$0.00
2005 Kobelco 135 Excavator	0	0	\$93.05	\$0.00
2009 Hyundai 380 Excavator		0	\$93.05	\$0.00
1987 Komatsu PC200 Excavator		0	\$98.54	\$0.00
1999 Komatsu PC228 Excavator	1	10	\$104.05	\$1,040.50
1998 Komatsu PC400 Excavator		0	\$189.95	\$0.00
1999 Izuzu Box Truck		0	\$18.75	\$0.00
2007 F150 Ford P/U		0	\$7.92	\$0.00
2005 F150 Ford P/U		0	\$7.92	\$0.00
2005 Nissan Titan P/U		0	\$8.73	\$0.00
2000 S-1500 Chevy	1	10	\$8.58	\$85.80
<b>Subtotal Equipment</b>				<b>\$2,971.90</b>

Equipment On Rent:		Total Days	Rate	Total Cost
Water Truck @ \$225.00/day	Watering Schedule (3x per week for 3-weeks)	0	\$225.00	\$0.00
Vac Truck (\$250/hour)		0.0-hrs	\$250.00	\$0.00
Light Towers		0	\$75.00	\$0.00
Trench Box & Plates @ \$250.00/day	0 - QTY	0	\$250.00	\$0.00
Hydrostatic Test Pump @ \$77.00/day		0	\$77.00	\$0.00
<b>Subtotal Rented Equipment</b>				<b>\$0.00</b>

Material Description	Qty	Unit	Unit Cost	Total Cost
Remobilization	1		\$2,500.00	\$2,500.00
Ferguson Enterprises Inc.				\$1,549.69
1 Pallet of Sod	400	SF	\$0.23	\$92.00
Flaggers		\$/hr		\$0.00
MOT (\$500/day)		\$/day		\$0.00
Temporary Striping		LS		\$0.00
Thermoplastic Striping		LS		\$0.00
Mill & Overlay Asphalt		LS		\$0.00
<b>Subtotal Material/Subcontractor</b>				<b>\$4,241.69</b>

Total Direct Cost \$8,816.89  
 15% O&P \$1,322.53  
**Total Cost \$10,139.42**



FERGUSON WATERWORKS-JAX #149  
 9692 FLORIDA MINING BLVD W  
 BUILDING #100  
 JACKSONVILLE, FL 32257

Deliver To: mlassen@ferguson.com  
 From: Michael Lassen  
 Comments:

09:01:42 JUN 27 2012

FERGUSON ENTERPRISES, INC.  
 FEI-JACKSONVILLE WW #149

Page # 1

Price Quotation  
 Phone : 904-268-2551  
 Fax : 904-268-2053

**Bid No.....:** B223191  
**Bid Date.....:** 06/26/12  
**Quoted By..:** JH

**Cust** 386-322-4500  
**Terms.....:** NET 10TH PROX

**Customer:** MASCI CORPORATION  
 WWTP IMPR BLDG & ELECTRCL  
 5752 RIDGEWOOD AVENUE  
 PORT ORANGE, FL 32127

**Ship To:** MASCI CORPORATION  
 WWTP IMPR BLDG & ELECTRCL  
 5752 RIDGEWOOD AVENUE  
 PORT ORANGE, FL 32127

**Cust PO#...:**

**Job Name:** WWTP IMPR BLDG & ELECTRCL

Item	Description	Quantity	Net Price	UM	Total
FFC2022650IP7	24X2 IP DBL SS EPOX SDL PVC DI	1	327.000	EA	327.00
IS44NKP	2X4 SS SCH40 304 NIP	1	8.000	EA	8.00
FNW200AK	2 SS 1000# THRD 2PC FP BV LL	1	140.000	EA	140.00
AD040K	2 COMB AIR RELEASE VLV	1	524.000	EA	524.00
SP-WPH30ENCL	WATER PLUS H30 POLY ENCLOSURE	1	550.000	EA	550.00

**Net Total:** \$1549.00  
**Tax:** \$100.69  
**Freight:** \$0.00  
**Total:** \$1649.69

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html).  
 Govt Buyers: All items are open market unless noted otherwise.

Cogburn Bros., Inc.  
3300 Faye Road  
Jacksonville, Florida 32226  
Ph: 904-358-7344 Fax: 904-358-2805

April 24, 2012

Ayres Associates  
5220 Shad Road  
Suite 200-3  
Jacksonville, Florida 32257

Attn: Mr. Daryl Myers

Subject: Reuse pumps enclosure

Ref.: City of Palatka, Reuse System Extension

Gentlemen:

In reply to your request, this quotation is for an enclosure and starters for the three reuse pumps, as follows:

The assembly includes supplying a new aluminum NEMA 12 enclosure similar to the one presently in use and reusing the existing steel back panel with the following modifications.

**Task 1:**

- Replacing the 3 existing MCP's with new ones sized for the new 20HP pumps.
- Installing 3 new Starters for the 20 HP pumps
- New wiring for the 3 new pumps.
- Removing the existing PLC for installation below.

**Task 2:**

- Replacing the steel back panel removed from the existing enclosure in Task 1 with the steel back panel from the new panel in the existing enclosure and reinstalling the PLC from the existing panel.

Our price includes delivery to the job site and sales tax.

Total price for both tasks \$ 11,976.00

Thank you for your consideration.

Very truly yours,

John Goodson

*Agenda  
Item*

*3c*

**REQUEST TO BE PLACED ON  
CITY COMMISSION AGENDA**

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

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

Palatka Police Department, Chief Gary Getchell

**Name of Individual making presentation or request, if different:**

GARY GETCHELL, CHIEF OF POLICE 

**Address:** 110 NORTH 11<sup>TH</sup> STREET

Daytime Phone 329-0110 Home ph. \_\_\_\_\_ Fax 329-0159

Requested meeting date for Agenda Item: 07/12/2012

Request for Commission Action  or Presentation Only  or no action required

Subject Matter you wish to address: To be placed on Consent Agenda – Request the City Commission accept the Interlocal Agreement between Putnam County and the City of Palatka regarding control of traffic signals which the City intends to have red light cameras installed.

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 206.105

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.

# MEMORANDUM

TO: CITY COMMISSIONERS

FROM: GARY GETCHELL, CHIEF OF POLICE 

SUBJECT: INTERLOCAL AGREEMENT FOR RED LIGHT CAMERAS

DATE: 7/6/2012

CC: CITY MGR., CITY CLERK BETSY DRIGGERS, CITY ATTORNEY DON HOLMES, FILE

## Background

As part of the City's traffic safety program, four intersections were selected for the installation of red light cameras. Three of the selected intersections are currently maintained by the County. The intersections in question are:

St. Johns Ave @ SR 19  
US 17/SR 100/Reid St @ 19<sup>th</sup> St  
SR 20/Crill @ Palm Ave

## Discussion

The County is currently under contract with the Florida Department of Transportation (FDOT) to maintain the above mentioned intersections. This contract also allows for compensation to be paid to the County for the maintenance of the intersections. The current contract between the County and FDOT expires July 1, 2013. The City cannot have red light cameras installed at these intersections unless they are the maintaining agency. The County is willing to give control of the intersections over to the City by means of an Inter-Local Agreement. This would transfer the authority to maintain the signals and the compensation received from FDOT, from the County to the City for the above intersections.

## Recommendations

It is our recommendation at this time to enter into the Inter-Local Agreement with the County in order for the City to move forward with the traffic safety program.



# PUTNAM COUNTY

2509 Crill Ave., Suite 200 • P.O. BOX 758  
PALATKA, FLORIDA 32177-4216  
PHONE: (386) 329-1903 • FAX: (386) 326-2721  
email: russ.castleberry@putnam-fl.com

LEGAL DEPARTMENT

**Russell D. Castleberry**  
County Attorney

June 12, 2012

Donald E. Holmes, Esq.  
222 N. 3<sup>rd</sup> Street  
Palatka, FL 32177

Re: Interlocal Agreement between Putnam County and City of Palatka

Dear Don:

Attached is an Interlocal Agreement that Rick and Vernon have discussed. I am told that it involves three signals upon which the City intends to install red-light cameras.

Please call me with any questions or comments.

Very truly yours,

A handwritten signature in black ink, appearing to read "Russ", is written over the typed name.

Russell D. Castleberry

RDC/ng

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Putnam County, Florida (the "County") and the City of Palatka (the "City").

WHEREAS, Putnam County and the Florida Department of Transportation ("FDOT") are parties to a Traffic Signal Maintenance and Compensation Agreement dated September 30, 2002, as amended, a copy of which is attached hereto as Exhibit A (the "Agreement");

WHEREAS, under the Agreement, Putnam County is responsible for maintaining traffic signals at (i) SR 15/20/100 (US 17) Reid St. at 19<sup>th</sup> St., (ii) SR 19 at St. Johns Ave. and (iii) SR 20 (Crill Ave.) at Palm Ave. (collectively, the "Designated Signals");

WHEREAS, the City has agreed to assume responsibility for maintaining the Designated Signals.

Accordingly, the parties agree as follows:

1. The City agrees to maintain the Designated Signals for the period 7-1-12 through 6-30-13 in accordance with the terms of the Agreement.
2. The City will comply with all terms of the Agreement with respect to the Designated Signals.
3. The County will pay to the City the amount of \$4,173 promptly upon the County's receipt thereof from FDOT.
4. Effective 7-1-13, the City will contract directly with FDOT for maintenance of the Designated Signals.
5. This Interlocal Agreement is entered into pursuant to Florida law and shall be recorded with the Clerk of Court of Putnam County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of \_\_\_\_\_, 2012.

PUTNAM COUNTY

ATTEST: \_\_\_\_\_  
Clerk of Court

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

CITY OF PALATKA

ATTEST: \_\_\_\_\_  
Clerk

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

Exhibit A

CONTRACT NO. AM 575  
FINANCIAL PROJECT NO. 4353318802  
F.E.I.D. NO. F596000816065

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of September, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Putnam County Florida, herein called the "Maintaining Agency".

WITNESSETH: \$6690.<sup>83</sup>

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.
4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and signal systems to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. The Department reserves the right to change timing equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or approved by, the Maintaining Agency.

The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and approval documentation in a file.

6. The Maintaining Agency and the Department shall develop the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

15. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. The Maintaining Agency, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save and hold harmless, the State, the Department, any joint pole owner and all of their officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, this Agreement by the Maintaining Agency, its subcontractors, agents or employees or due to any act or occurrence of omission or commission of the Maintaining Agency, its subcontractors, agents or employees. The parties agree that this paragraph shall not waive sovereign immunity of the State of Florida, nor waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or enforcement on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

20. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

21. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Putnam County, Florida  
(Maintaining Agency)  
By: Brad Purcell  
(Authorized Signature)  
Print/Type Name: Brad Purcell  
Title: Chairman  
Attest: [Signature]  
(Seal if Applicable)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
By: [Signature]  
(Authorized Signature)  
Print/Type Name: J.F. Scott, Jr. P.E.  
Title: District Traffic Operations Engineer  
Attest: [Signature]

VIEWED:

Reviewed By  
[Signature]  
FDOT attorney 9/17/02



**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

**2.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the Percent of State Road Approaches to Total Approaches.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be:  $\$518 \times (2/4) = \$259$

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

Beginning FY 07-08, the Unit Rate for each fiscal year will be 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

**3.0 PAYMENT PROCESSING**

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Intersection Locations:	Compensation (Yes or No)	FDOT FY Unit Rate	Percent of State Approaches	Total Amount (Unit Rate X Percent)
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Intersection Locations:	Compensation	Flashing Beacon	School Signal
SR100 at CORAL FARMS RD. ✓	No	Y	
SR100 at C-315 (IN ADVANCE OF) ✓ WB Add No EB	No	Y	
SR100 at C-315/LEMON ST.	No	Y	
SR26 ✓ at SR100	No	Y	
SR26 ✓ at C-21/MELROSE ELEM. SCHOOL	No		Y
SR21 ✓ at OCHWILLA ELEMENTARY SCHOOL	No		Y
SR20 ✓ at C-309C KELLY SMITH ELEM.	No		Y
SR20 ✓ at C-21/C-20A	No	Y	
SR15, (US17) ✓ at EDDIE VREEN/CARTER RD.	No		Y
SR15, (US17) ✓ at HARRIS/PINE ST.	No		Y
SR15, (US17) ✓ POST OFFICE RD/BEAR BLVD.	No		Y
SR15, (US17) ✓ at HORSE LANDING ROAD	No	Y	

Total Lump Sum: \$6,690.83

I certify that the above traffic signals were maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$6,690.83

*Brad Pull*  
Maintaining Agency

*5/30/02*  
Date

District Traffic Operations Engineer

Date

(See Supplementary File for copy of List)

---

**C.) REQUEST TO ADVERTISE; WELAKA MOBILE HOME PARK MSBU**

The Board authorized setting and advertising a Public Hearing on July 9, 2002 at 10:00 a.m. for the consideration of an ordinance creating the Welaka Mobile Home Park Maintenance MSBU as recommended.

(See Supplementary File for copy of Recommendation)

---

**D.) INSURANCE COMMITTEE MINUTES; 03/19/2002**

The Board approved the Minutes of the March 19, 2002 Insurance Committee Meeting as recommended.

(See Supplementary File for copy of Minutes)

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**E.) APPOINTMENT; GREENBELT ADVISORY BOARD**

The Board approved the recommendation to appoint Austin Tilton as a regular voting member of the Greenbelt Advisory Board.

(See Supplementary File for copy of Recommendation)

---

**F.) LETTER OF SUPPORT; EDWARD BYRNE MEMORIAL CONTRACTS**

The Board authorized and approved the Chairman's signature on a letter of support for the Sheriff Department's application for the Edward Byrne Memorial Grant as requested.

(See Supplementary File for copy of Request)

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**H.) SHIP; HABITAT FOR HUMANITY CONTRACTS**

The Board approved and authorized the Chairman's signature on the SHIP Habitat for Humanity Contracts as recommended.

(See Supplementary File for copy of Contracts)

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**I.) CHANGE ORDERS 9, 10 & 11-ELLINGTON CONSTRUCTION**

The Board approved Change Order No. 9 in the amount of \$760,679.06, Change Order No. 10 in the amount of \$769,679.06 and Change Order No. 11 in the amount of \$771,976.48 to Ellington Construction as recommended.

(See Supplementary File for copy of Change Orders)

---

**J.) DOT; TRAFFIC SIGNAL MAINTENANCE AGREEMENT AND HIGHWAY LIGHTING MAINTENANCE AGREEMENT**

The Board approved and authorized the Chairman's signature on the Traffic Signal Maintenance Compensation Agreement between the Florida Department of Transportation and the Board of County Commissioners, and approved the designation of the Public Works Director as the authorized agent to

sign the maintenance and operation certifications and future documents associated with the Agreement and/or reimbursements as recommended.

(See Supplementary File for copy of Agreement)

---

**ITEM G.): PULLED FROM THE CONSENT AGENDA; SHIP GRAND PINES IMPLEMENTING CONTRACTS**

Commissioner Harris asked why the applicant asked to repay the grant as a loan.

Jeff Alexander appeared to explain the applicant had requested they have the grant turned into a loan to be paid back because the applicant stated, "It works for us better on their taxes".

On Motion of Commissioner Harris, Seconded by Commissioner Myers, the Board approved the final execution of the Grand Pines-Implementing Contracts as recommended.

(See Supplementary File for copy of Contract)

---

**RECESS-RECONVENE**

The Board of County Commissioners recessed their scheduled meeting at 8:59 a.m. and reconvened at 9:10 a.m.

---

**RAY SPOFFORD-"BETTER PLACE PLAN"**

Ray Spofford, Senior Planner, appeared before the Board to give a presentation regarding the outcome of the Community Visioning Workshops and the "Better Place Plan". He gave a Power Point presentation and discussed the correlated data.

(See Supplementary File for Power Point Presentation)

---

**RECESS-RECONVENE**

The Board of County Commissioners recessed their scheduled meeting at 9:34 a.m. and reconvened at 9:43 a.m.

---

**RAY SPOFFORD-"BETTER PLACE PLAN" (cont)**

Commissioner Purcell thanked all the Constitutional Officers for their support and thanked staff members Brenda Bridges, Ray Spofford, Peter Brown, John Salmons, Rick Leary, Donna Wheeler and Toni Pace for an exceptional job during the Vision Process.

Commissioner Myers discussed comments she has received from county citizens in support of the process.

Punk Walker appeared before the Board in support of the "Better Place Plan".

Bud Suralt appeared before the Board in support of the "Better Place Plan".

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**  
**Amendment #1**

750-010-22A  
TRAFFIC OPERATIONS  
10/09  
Amendment 1  
Page 1 of 5

CONTRACT NO.	AM575
FINANCIAL PROJECT NO.	41353318802
F.E.I.D. NO.	F596000816065

**Purpose:**

Amend the original TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 adds payment for maintenance and operation of intersection control beacons, beginning with the Department's fiscal year 2010-2011. Currently, traffic signals are compensated for and intersection control beacons are not. This Amendment provides that intersection control beacons will be paid for by the Department to the Maintaining Agency at the rate of 25% of that for full traffic signals. A modified Exhibit A and B is part of this Amendment and provides the Unit Rates for traffic signals (unchanged) and for intersection control beacons.(new). All other provisions of the original Agreement remain unchanged.

**Section 1 shall be removed and replaced in its entirety by the Section 1 provided below:**

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection control beacons, warning beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations and intersection control beacons as identified in Exhibit A. Warning beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

**Section 6 shall be removed and replaced in its entirety by the Section 6 provided below:**

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals and intersection control beacons on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals and intersection control beacons added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals and intersection control beacons added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals and intersection control beacons in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the

information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

**Section 14 shall be removed and replaced in its entirety by the Section 14 provided below:**

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) or intersection control beacon(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

PUTNAM COUNTY, Florida  
(Maintaining Agency)

By: Chip Laibl  
(Authorized Signature)

Print/Type Name: Chip Laibl

Title: Chairman

Attest: [Signature]  
(Seal if Applicable)



Reviewed: [Signature]

Attorney: \_\_\_\_\_ Date: 4-28-10

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: [Signature]  
(Authorized Signature)

Print/Type Name: JERRY KUSNER

Title: District Traffic Operations Engineer

Attest: \_\_\_\_\_

Legal Review:  
By: Bonnie S Green  
Office of the General Counsel  
Florida Dept. of Transportation

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 10/11  
 Effective Date: 07/01/2010 To: 06/30/2011

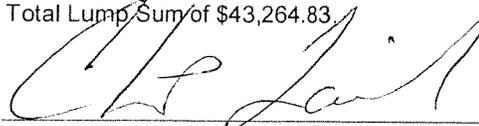
Maintaining Agency: PUTNAM COUNTY

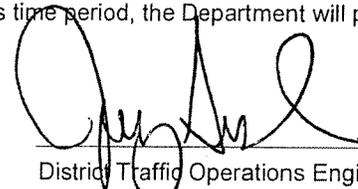
Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex. 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR15, (US17) at C-309	Yes	TS	\$2,622.00	66.67%	\$1,748.00
SR15, (US17) at HORSE LANDING ROAD	Yes	ICB	\$656.00	66.67%	\$437.33
SR15, (US17) at POST OFFICE RD/BEAR BLVD.	No		School Signal		\$0.00
SR15/20/100, (US17) at SR207 (HANDY WAY)	Yes	TS	\$2,622.00	75.00%	\$1,966.50
SR15/20/100, (US17) at EAST GATE SHOPPING CENT	Yes	TS	\$2,622.00	66.67%	\$1,748.00
SR15/20/100, (US17) REID ST. at 19TH ST.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR15/100, (US17) at SR100	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR19 at PENIEL RD.	Yes	ICB	\$656.00	50.00%	\$328.00
SR19 at SILVER LAKE DR.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR19 at WALMART ENTRANCE	Yes	TS	\$2,622.00	66.67%	\$1,748.00
SR19 at MOODY RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR19 at SR20	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR19 at ST. JOHNS AVE.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR19 at WEAVER RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR19 at LOWE'S ENTRANCE	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR19 at SR100	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR19 at SR15, (US17)	Yes	TS	\$2,622.00	100.00%	\$2,622.00
SR15, (US17) at HARRIS/PINE ST.	No		School Signal		\$0.00
SR15, (US17) at EDDIE VREEN/CARTER RD.	No		School Signal		\$0.00
SR15, (US17) at CR 209/W RIVER RD/LANDFILL RD	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR15, (US17) at PALMETTO BLUFF RD	Yes	ICB	\$656.00	50.00%	\$328.00
SR20 at C-21/C-20A	Yes	ICB	\$656.00	50.00%	\$328.00
SR20 at CR 309C KELLY SMITH ELEM.	No		School Signal		\$0.00
SR20, (CRILL AVE.) at ZEAGLER DR.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR20, (CRILL AVE.) at MOODY RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR20, (CRILL AVE.) at ELMWOOD AVE.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR20, (CRILL AVE.) at PALM AVE.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR20, (CRILL AVE.) at WESTOVER AVE.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR21 at OCHWILLA ELEMENTARY SCHOOL	No		School Signal		\$0.00
SR21 at SR26	Yes	TS	\$2,622.00	100.00%	\$2,622.00

SR26 at C-21/MELROSE ELEM. SCHOOL	No		School Signal		\$0.00
SR26 at SR100	Yes	ICB	\$656.00	50.00%	\$328.00
SR100 at C-315/LEMON ST.	Yes	ICB	\$656.00	50.00%	\$328.00
SR100 at C-315 (IN ADVANCE OF)	No		GMFS		\$0.00
SR100 at CORAL FARMS RD.	Yes	ICB	\$656.00	50.00%	\$328.00
SR100 at C-216/MILL RD.	Yes	TS	\$2,622.00	50.00%	\$1,311.00
SR100 at MOODY RD.	Yes	TS	\$2,622.00	66.67%	\$1,748.00
SR100 at PALM AVE.	Yes	TS	\$2,622.00	66.67%	\$1,748.00
Total Lump Sum					\$43,264.83

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$43,264.83.

  
 Maintaining Agency  
 4-28-10  
 Date

  
 District Traffic Operations Engineer  
 6/1/10  
 Date

**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be:  $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be  $\$675 \times (2/3) = \$450$

Unit Rates per 100% State Intersections

Traffic Signals:		Intersection Control Beacons:
FY 07-08	\$2,400	\$0
08-09	\$2,472	\$0
09-10	\$2,546	\$0
10-11	\$2,622	$0.25 \times \$2,622 = \$656$
11-12	\$2,701	$0.25 \times \$2,701 = \$675$
12-13	\$2,782	$0.25 \times \$2,782 = \$696$

Beginning with FY 07-08, the Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

Farnell, Amanda

From: The job FI989HLR  
Sent: Monday, May 17, 2010 4:40 PM  
To: Farnell, Amanda  
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AM575

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AM575 Contract Type: AK Method of Procurement: G  
Vendor Name: PUTNAM COUNTY BO  
Vendor ID: VF596000816065  
Beginning date of this Agmt: 09/30/02  
Ending date of this Agmt: 06/30/50  
Contract Total/Budgetary Ceiling: bc = \$263,131.50

\*\*\*\*\*

Description:  
41353318802

\*\*\*\*\*

ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: SUPPLEMENTAL Funds have been: REVIEWED\*

55 024060262 \*TO \*131567 \* 43264.83 \*41353318802 \*342 \*  
2011 55150200 088866 11  
S008 \*00 \* SA 08 \* /04

\*Funds Approval and encumbrance processing is contingent upon Annual  
Legislative appropriation.

-----  
TOTAL AMOUNT: \*\$ 43,264.83 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 05/17/2010

PUTNAM COUNTY  
RESOLUTION NO. 2010-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
PUTNAM COUNTY, FLORIDA, AUTHORIZING DON JACOBOVITZ,  
PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS RELATED  
TO THE FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC  
SIGNAL MAINTENANCE AGREEMENT.

WHEREAS, the Putnam County Board of Commissioners has approved amending  
Contract No. AM575 with the Florida Department of Transportation including  
compensation for the maintenance and operation of intersection control beacons  
beginning in fiscal year 2010-2011, and

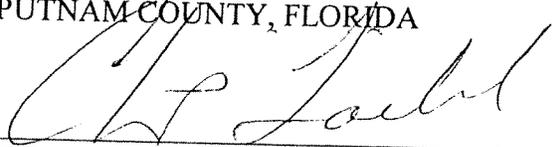
WHEREAS the Board desires to authorize the Don Jacobovitz, Public Works  
Director, to execute all documents associated with Traffic Signal Maintenance, Operation  
and Reimbursement Agreements, Street Lighting Maintenance, Operation and  
Reimbursement Agreements, State Road Mowing and Landscape Maintenance  
Agreements and any and all future amendments associated with Maintenance, Operation  
and Reimbursement Agreements and Amendments between the Florida Department of  
Transportation and the Putnam County Board of Commissioners.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of  
Putnam County, Florida, as follows:

1. Don Jacobovitz, Public Works Director, is hereby authorized to execute all  
documents associated with Florida Department of Transportation Agreements  
and Amendments on behalf of the Putnam County.
2. A copy of this resolution shall be furnished to the appropriate parties.

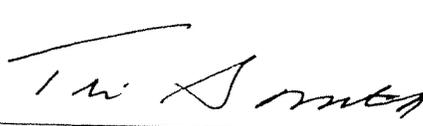
DONE, ORDERED AND ADOPTED this 27<sup>th</sup> day of April, 2010.

BOARD OF COUNTY COMMISSIONERS  
OF PUTNAM COUNTY, FLORIDA

By: 

Chip Laibl, Chairman

ATTEST:

By: 

Tim Smith, Clerk of the Circuit Court





## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

**FILE**  
*General*  
FOOT  
Traffic Signal maint  
+ Comp Agreement

June 16, 2010

Donald Jacobovitz, Public Works Director  
Putnam County  
Department of Public Works  
P.O. Box 310  
East Palatka FL 32131

Please find enclosed, one executed copy of the Traffic Signal Maintenance and Compensation Agreement, Amendment #1 for your records.

If you have any questions, please call me at 1-800-749-2967, ext 7431.

Sincerely,

Amanda Farnell  
Work Program/GIS Analyst

Enclosures: Amendment #1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONTRACT STATUS CHANGE/CHECKLIST**

COMPTROLLER  
01/08

STATE COMPTROLLER USE:

Info Provider: Amanda Farnell

Received date: \_\_\_\_\_

Return to: Linda Green

Approved date: \_\_\_\_\_

Mail Station: 2006

Approved by: \_\_\_\_\_

Phone # of Info Provider: (386) 961-7431

CONTRACT NUMBER: AM575

SITE/DISTRICT: 2

Total Executed Contract Amount: \$ \$377,859.70 / \$ 47,643.35  
*To date* *This action*

Status Code (choose one)	<input checked="" type="checkbox"/> 10 = Executed Contract	<input type="checkbox"/> 4X or 6X = Audit Status (Indicate Year) _____	
	<input type="checkbox"/> 20 = In Claims	<input type="checkbox"/> 99 = Post Design Service	<input type="checkbox"/> 50 = Complete/Terminated Contract
<input type="checkbox"/> Original Contract	<input type="checkbox"/> Amendment (Indicate #) _____	<input type="checkbox"/> Renewal	<input type="checkbox"/> Addition (Indicate #) _____
<input type="checkbox"/> Award	<input checked="" type="checkbox"/> Supplemental (Indicate #) <u>SA 10</u>	<input type="checkbox"/> Letter of Authorization (Indicate #) _____	
<input type="checkbox"/> Time Extension	<input type="checkbox"/> Close Contract	<input type="checkbox"/> Other Changes (must include comments)	

LETTING DATE: _____	AWARD DATE: _____
DATE OF CONTRACT EXECUTION (Last Signed Date): <u>5/16/2012</u>	
If last date signed > contract start date you must submit emergency certification (287.058 F.S. (2) 1) or Certificate of noncompliance (287.059 F.S. (2)) or settlement document (CM4(87-88) or CM11 (91-	
CONTRACT BEGINNING DATE: <u>9/30/2002</u>	ENDING DATE: <u>6/30/2050</u>
SERVICES BEGINNING DATE: <u>7/1/2012</u>	SERVICES ENDING DATE: <u>6/30/2013</u>

VENDOR NAME: PUTNAM COUNTY

VENDOR NUMBER (FEID/SS): F596000816065

PROJECT NUMBER: 41353318802

PROJECT NUMBER: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

CAN THIS PROJECT BE RENEWED?  YES  NO

SERVICE TYPE: \_\_\_\_\_

PAGE NUMBER RENEWAL CLAUSE IN CONTRACT: 3

Comments:

Certification Statement: I certify that the above information is correct and a true reflection of information contained in the above referenced contract.	
Approved by: (Print or typed) <u>Linda Green</u>	Title: <u>Financial Administrator</u>
Approval Signature: _____	Approval Date: _____

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 12/13  
 Effective Date: 07/01/2012 To: 06/30/2013

Maintaining Agency: PUTNAM COUNTY

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR15, (US17) at C-309	Yes	TS	\$2782.00	66.67%	\$1,854.67
SR15, (US17) at HORSE LANDING ROAD	Yes	ICB	\$696.00	66.67%	\$464.00
SR15, (US17) at POST OFFICE RD/BEAR BLVD.	No		School Signal		0
SR15/20/100, (US17) at SR207 (HANDY WAY)	Yes	TS	\$2782.00	75.00%	\$2,086.50
SR15/20/100, (US17) at EAST GATE SHOPPING CENT	Yes	TS	\$2782.00	66.67%	\$1,854.67
* SR15/20/100, (US17) REID ST. at 19TH ST.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR15/100, (US17) at SR100	Yes	TS	\$2782.00	100.00%	\$2,782.00
SR19 at PENIEL RD.	Yes	ICB	\$696.00	50.00%	\$348.00
SR19 at SILVER LAKE DR.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR19 at WALMART ENTRANCE	Yes	TS	\$2782.00	66.67%	\$1,854.67
SR19 at MOODY RD.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR19 at SR20	Yes	TS	\$2782.00	100.00%	\$2,782.00
* SR19 at ST. JOHNS AVE.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR19 at WEAVER RD.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR19 at LOWE'S ENTRANCE	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR19 at SR100	Yes	TS	\$2782.00	100.00%	\$2,782.00
SR19 at SR15, (US17)	Yes	TS	\$2782.00	100.00%	\$2,782.00
SR15, (US17) at HARRIS/PINE ST.	No		School Signal		0
SR15, (US17) at EDDIE VREEN/CARTER RD.	No		School Signal		0
* SR15, (US17) at CR 209/W RIVER RD/LANDFILL RD	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR15, (US17) at PALMETTO BLUFF RD	Yes	ICB	\$696.00	50.00%	\$348.00
SR20 at SR21/C-20A	Yes	TS	\$2782.00	75.00%	\$2,086.50
SR20 at CR 309C KELLY SMITH ELEM.	No		School Signal		0
SR20, (CRILL AVE.) at ZEAGLER DR.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR20, (CRILL AVE.) at MOODY RD.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR20, (CRILL AVE.) at ELMWOOD AVE.	Yes	TS	\$2782.00	50.00%	\$1,391.00
* SR20, (CRILL AVE.) at PALM AVE.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR20, (CRILL AVE.) at WESTOVER AVE.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR21 at OCHWILLA ELEMENTARY SCHOOL	No		School Signal		0
SR21 at SR26	Yes	TS	\$2782.00	100.00%	\$2,782.00

EXHIBIT A

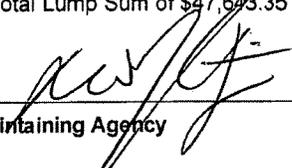
TRAFFIC SIGNAL INTERSECTIONS AND INTERSECTION CONTROL BEACONS MAINTAINED AND OPERATED FOR FY 12/13  
 Effective Date: 07/01/2012 To: 06/30/2013

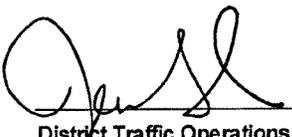
Maintaining Agency: PUTNAM COUNTY

Intersection Locations	Compensation (Yes or No)	Traffic Signal (TS) or Intersection Control Beacon (ICB)	FDOT FY Unit Rate (refer to Exhibit B)	Percent of State (Ex 25, 33, 50, 75 or 100)	Total Amount (Unit Rate X Percent)
SR26 at C-21/MELROSE ELEM. SCHOOL	No		School Signal		0
SR26 at SR100	Yes	ICB	\$696.00	50.00%	\$348.00
SR100 at C-315/LEMON ST.	Yes	ICB	\$696.00	50.00%	\$348.00
SR100 at C-315 (IN ADVANCE OF)	No		GMFS		0
SR100 at CORAL FARMS RD.	Yes	ICB	\$696.00	50.00%	\$348.00
SR100 at C-216/MILL RD.	Yes	TS	\$2782.00	50.00%	\$1,391.00
SR100 at MOODY RD.	Yes	TS	\$2782.00	66.67%	\$1,854.67
SR100 at PALM AVE.	Yes	TS	\$2782.00	66.67%	\$1,854.67
<b>Total Lump Sum</b>					<b>\$47,643.35</b>

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For satisfactory completion of all services detailed in this agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of \$47,643.35

  
 Maintaining Agency \_\_\_\_\_ Date 3/11/12

  
 District Traffic Operations Engineer \_\_\_\_\_ Date 5/16/12

**Farnell, Amanda**

---

**From:** The job FI989WMR  
**Sent:** Thursday, May 10, 2012 2:57 PM  
**To:** Farnell, Amanda  
**Subject:** FUNDS APPROVAL/REVIEWED FOR CONTRACT AM575

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

---

Contract #AM575 Contract Type: Method of Procurement:  
Vendor Name: PUTNAM COUNTY BO  
Vendor ID: VF596000816065  
Beginning date of this Agmt: 09/30/02  
Ending date of this Agmt: 06/30/50

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS  
\*\*\*\*\*

Action: SUPPLEMENTAL Funds have been: REVIEWED\*

55 024060262 \*TO \*131567 \* 47643.35 \*41353318802 \*342 \*  
2013 55150200 088866 13  
S010 \*00 \* SA 10 \* /04

\*Funds Approval and encumbrance processing is contingent upon Annual  
Legislative appropriation.

-----  
TOTAL AMOUNT: \*\$ 47,643.35 \*  
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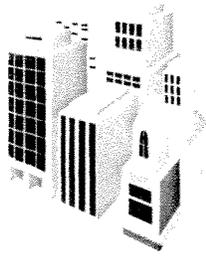
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 05/10/2012

Please provide us your feedback on the Contract Funds Management System.  
A survey is available at the following link:  
<http://cosharepoint.dot.state.fl.us/sites/OOC/FMO/CFM/default.aspx>  
under the Surveys tab.

Thank you in advance for your time!

*Agenda  
Item*

*3d*



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

# Memorandum

**To:** City Commission  
**CC:** Thad Crowe, Planning Director  
**From:** Betsy Driggers, City Clerk  
**Date:** 7/6/2012  
**Re:** Board of Zoning Appeals Appointments

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Eddie Collins, Cleveland Hobbs and Blanch Rogers' terms on the Board of Zoning Appeals expire July 31, 2012. These members have submitted an application for reappointment to this Board and are the sole applicants. They meet all membership requirements.

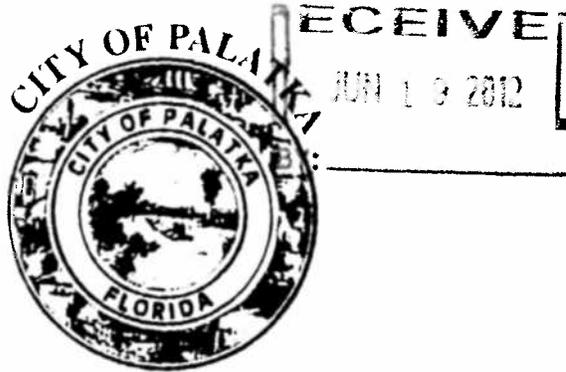
Since the only applications received are from the incumbents, **it is Staff's recommendation to re-appoint Eddie Collins, Cleveland Hobbs and Blanch Rogers to the Board of Zoning Appeals for respective five-year terms to expire July, 2017.**

KARI N. FLAGG  
MAYOR-COMMISSIONER

RY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

MILEGRA KITCHENS  
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER  
BETSY JORDAN DRIGGERS  
CITY CLERK  
RUBY M. WILLIAMS  
FINANCE DIRECTOR  
GARY S. GETCHEL  
CHIEF OF POLICE  
MICHAEL L. AMBERT  
CHIEF FIRE DEPT.  
DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the PALATKA BOARD OF ZONING APPEALS Board.  
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: EDDIE COLLINS # of years' prior service: 5

Residence Phone: (386) 325-5483

(911 Address) 707 S. 15TH ST. Fax: \_\_\_\_\_

Business Name Phone: \_\_\_\_\_

& Address Fax: \_\_\_\_\_

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

Preferred Mailing Address: 707 S. 15TH ST.

E-mail: CYLOBO2@BELLSOUTH.NET Daytime Phone: (386) 325-5483

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

Eddie Collins 6/19/12  
SIGNATURE OF APPLICANT DATE

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

KARL N. FLAGG  
MAYOR-COMMISSIONER

RY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL L. AMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Cleveland Hobbs # of years' prior service: 2 yrs  
Residence (911 Address) 321 Saylor St Palatka FL Phone: 386 937-5935  
Business Name & Address \_\_\_\_\_ Fax: 329-0145  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

Preferred Mailing Address: SAME AS ABOVE

E-mail: CHOBBS@PALATKAFLA.ORG Daytime Phone: SAME AS ABOVE

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

Cleveland Hobbs 4/26/2012  
SIGNATURE OF APPLICANT DATE

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

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

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

KARL N. FLAGG  
MAYOR-COMMISSIONER

MARY I. LAWSON BROWN  
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.  
CITY MANAGER  
BETSY JORDAN DRIGGERS  
CITY CLERK  
RUBY M. WILLIAMS  
FINANCE DIRECTOR  
GARY S. GETCHELL  
CHIEF OF POLICE  
MICHAEL LAMBERT  
CHIEF FIRE DEPT.  
DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Blanch L. Rogers # of years' prior service: 10 yrs.  
Residence 133 N. Beech St. Phone: (386) 328-8695  
(911 Address) 133 N. Beech St. Fax: N/A  
Business Name N/A Phone: \_\_\_\_\_  
& Address N/A Fax: \_\_\_\_\_

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

Preferred Mailing Address: same as above

E-mail: N/A Daytime Phone: (386) 569-6806

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

SIGNATURE OF APPLICANT Blanch L. Rogers DATE 10/20/12

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

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

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

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

**VERNON MYERS**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**REGRA KITCHENS**  
COMMISSIONER

**PHIL LEARY**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



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

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**GARY S. GETCHELL**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT

**DONALD E. HOLMES**  
CITY ATTORNEY

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

June 12, 2012

Thad Crowe, City Planner  
205 N. 2<sup>nd</sup> Street  
Palatka FL 32177

Dear Thad:

The following Palatka Board of Zoning Appeals Members' term will expire at the end of July 2012:

Eddie Collins  
Cleveland Hobbs  
Blanch Rogers

Please have these members complete the enclosed Appointment Renewal Form indicating their continued interest in serving in this capacity. Please return these forms to City Hall by Tuesday, July 3, 2012, so that the Commission can consider their reappointment to another five-year term to expire July 2017.

Appointments to this Board will be considered at the July 12, 2012 meeting of the City Commission at 6:00 p.m.

Sincerely,

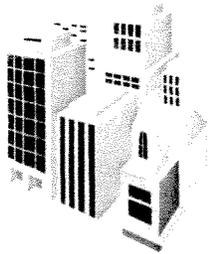
Karen M. Venables  
Assistant City Clerk

KMV/s

cc: Eddie Collins  
Cleveland Hobbs  
Blanch Rogers

*Agenda  
Item*

*3e*



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

# Memorandum

**To:** Commission & Staff  
**From:** Betsy Driggers, City Clerk  
**Date:** 7/6/2012  
**Re:** Library Board Appointment

---

At this time there is one position up for appointment to the Putnam County Library Board, due to a term expiration. The incumbent cannot be reappointed due to a two-term limit. This vacancy for a three-year term to expire June, 2015. This is an at-large position. The only "requirement" for appointment is the City Commission's preference that the appointee reside within the City Limits. This position has been advertised per City procedure.

Attached you will find an application from Alice Adams; she is the sole applicant, lives within the City limits and otherwise is qualified to serve on this Board.

Policy calls for applicants' interviews at the commission meeting prior to appointment. **As Mr. Bujak is the sole applicant, Staff requests that the Commission waive the 2<sup>nd</sup> meeting requirement and recommend to the Putnam County BOCC the appointment of Alice Adams to its Library Board to represent the Palatka City Commission for a three-year term to expire June, 2015.**

VERNON MYERS  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

PHIL LEARY  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
CITY CLERK

MATTHEW D. REYNOLDS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Alice F. Adams (Must be at least 18 yrs. old)  
Residence 600 N. 3rd St. Phone: 329-4907  
(911 Address) 600 N. 3rd St. Fax: \_\_\_\_\_  
Business Name (Mellon Elem. School) Phone: 329-0593  
& Address (Mellon Elem. School) Fax: \_\_\_\_\_  
*(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)*  
Preferred Mailing Address: \_\_\_\_\_

E-mail: aadams@putnamschools.org Daytime Phone: 546-7572 cell

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)  
BAE - Elem. Ed., Reading Endorsement, Teacher  
Reading Coach, Media Specialist, ESOL Endorsement

OTHER COMMENTS OR INFORMATION:

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

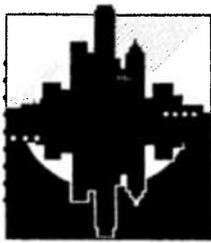
Alice F. Adams

7-5-12

SIGNATURE OF APPLICANT

DATE

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



Betsy J. Driggers, City Clerk  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177  
386-329-0100 // Fax 386-329-0106  
e-mail: bdriggers@palatka-fl.gov

# Fax Transmittal

**To:** Local Press & Interested Parties      **Fax:** 312-5226

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**From:** Betsy J. Driggers, City Clerk      **Date:** 5/10/2012

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**Re:** Library Board Applications      **Pages:** 1

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Urgent       For Review       Please Comment       Please Reply       Please Recycle

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## FOR IMMEDIATE RELEASE:

The City of Palatka is now accepting applications to fill a position on the Putnam County Library Board. The City Commission nominates the person to the BOCC for appointment. Applications to fill the position will be accepted until the position is filled. Applicants should reside within the Palatka City Limits.

The purpose of this Board is to govern the County Library System. Board Members serve 2 three-year terms and meet bi-monthly on the 3<sup>rd</sup> Monday at 3:45 p.m. The meeting place alternates between the municipalities located within Putnam County. A complete list of the Board's jurisdiction is available at the Putnam County Library.

Applications can be picked up at Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka. For more information, please contact Betsy Driggers, City Clerk, at 386-329-0100, or Steve Crowley, Library Director, at 386-329-0126.

• • • • • • • • • •

*Agenda  
Item*

*3<sub>f</sub>*

To: Thad Crowe  
From: Sharon Buck  
Date: May 17, 2012  
SUBJECT: PLANNING & ZONING BOARD

Effective immediately, I am resigning from the Planning and Zoning Board. When I accepted the position my intentions were to attend every meeting. Unfortunately, I have attended very few meetings due to my taking care of my parents and their health needs.

As the primary caregiver, I am finding it very difficult to attend the meetings because it seems like one or both of them are in and out of the hospital/rehab continuously since January. This isn't fair to the Board or citizens of Palatka.

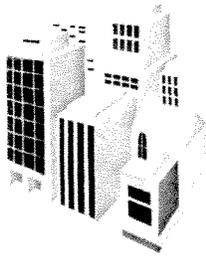
Therefore, I hereby tender my resignation effective immediately.



Sharon

*Agenda  
Item*

*3g*



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

# Memorandum

**To:** Palatka City Commission  
**CC:** Thad Crowe, Planning Director  
**From:** Betsy Driggers, City Clerk  
**Date:** 7/6/2012  
**Re:** Palatka Planning Board Appointments

---

Per City Commission policy, the City advertised that the Commission was seeking applicants for appointment to the Palatka Planning Board. Currently there are two positions open; one is due to the resignation of Sharon Buck; one is due to the passing of Kenneth Venables.

Applications for reappointment have been received from Judith Gooding and Lavinia Moody. You will find those attached. Both are residents of the City of Palatka, and both own and operate businesses in the City of Palatka. Mr. Crowe has spoken with both of these applicants, concurs on these appointments.

**It is Staff's recommendation to waive the 2<sup>nd</sup> meeting requirement and appoint Judith Gooding to serve the remainder of a three-year term to expire December, 2014, and appoint Lavinia Moody to serve the remainder of a three-year term expiring in December, 2012, and an additional three-year term to expire December, 2015.**

VERNON MYERS  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

PHIL LEARY  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
CITY CLERK

MATTHEW D. REYNOLDS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

I wish to apply for appointment to the 1st choice planning, an flexible Board.  
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: Judith A Gooding (Must be at least 18 yrs. old)  
Residence Phone: 386-530-1916  
(911 Address) 414 Bronson St. Fax:  
Business Name & Address Putnam Bicycles Phone: 386-328-9033  
Fax: 386-328-9033

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

Preferred Mailing Address: 44 Bronson St, Palatka, FL 32177

E-mail: judegoody@aol.com Daytime Phone: 386-530-1916

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

owner Putnam Bicycles, 10 yrs substance Abuse  
counselling, Guardian At Litum, Asst. teacher  
special needs children, Broward School system.  
People person, on the board of Mural  
committee

#### OTHER COMMENTS OR INFORMATION:

would like to be part of the growth  
of Palatka

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

Judith A Gooding  
SIGNATURE OF APPLICANT

6/29/12  
DATE

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

VERNON MYERS  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS  
COMMISSIONER

PHIL LEARY  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
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MATTHEW D. REYNOLDS  
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GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Lavinia Moody (Must be at least 18 yrs. old)  
Residence (911 Address) 520 Oak Street, Palatka Phone: 386 538 9777  
Business Name & Address Energy Training Center Phone: 386 538 9777  
Lavinia's Place, LLC, 520 Oak Street Fax:

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

Preferred Mailing Address: P.O. Box 1193, Palatka, FL 32178

E-mail: lavinia41@live.com Daytime Phone: 386 538 9777

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

Resume is attached

#### OTHER COMMENTS OR INFORMATION:

Business and property owner within the City of Palatka.  
Historical perspective as a Palatka hometown girl; returned 2008  
Additional skills: Visualizing, analyzing and attention to detail. Listening  
and validating while maintaining objectivity.

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

Lavinia Moody July 06, 2012  
SIGNATURE OF APPLICANT DATE

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

## LAVINIA MOODY

520 Oak Street  
Palatka, FL 32177

386-538-9777  
lavinia41@live.com

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### SUMMARY OF PROFESSIONAL QUALIFICATION

- ◆ Networked, marketed, presented and implemented training programs in community, business and military environments
- ◆ Created and produced newsletters, brochures, press releases, business documents and training aids
- ◆ Planned and conducted workshops and seminars to small and large groups

---

### CAREER PROFILE

#### **Retired 2002. Established Energy Training Center, Lavinia's Place, LLC, 2010 - Palatka, FL**

Train individuals and groups in specific physical and mental exercises for the purpose of stimulation and circulation of the flow of energy to brain and body to promote physical and mental healing and health.

#### **AIA Family Eyecare – Director/Vision Improvement Program – Jacksonville Beach, FL – 2000-2002.**

- Conducted one-on-one vision therapy with children ages 7 - 17.
- Trained parents in implementing vision therapy homework. Facilitated problem solving with patients and parents using productive communication skills.
- Marketed the Vision Improvement Program (VIP) to Public and Private Schools. Organized and set up advertising for group vision screening. Scheduled consultations and sold the VIP. Doubled enrollment within 12 months.

#### **Career Builders/Moody Associates - Owner - Orange Park, FL – 1997-2000.**

#### **Bernard Haldane Associates - Senior Career Advisor - Houston, TX – 1996.**

#### **Princeton/Masters - Senior Career Consultant - Houston, TX – 1995.**

- Trained and coached clients in arranging informational interviews and strategic networking to explore interests in specific industries, careers, jobs and potential internships for clients in transition, career development, and/or job search
- Supervised programs and trained clients in career marketing strategies that effectively assessed potential employer's needs as they relate to the job seeker's skills and achievements.
- Conducted workshops/seminars to college students, community organizations and small businesses.
- Instructed clients in resume writing, interviewing, negotiating, telephone and Internet skills.
- Produced and presented Career Marketing Plan Strategies manual to National Job Search Training Conference in Ohio and LDS Employment Services in Florida and Texas.

#### **Department of Army - Family Advocate - Prevention Specialist - Dugway, UT 1994**

- Launched community networking via telephone, newspaper articles, brochures and attendance in community organizations to promote FAP. Implemented FAP programs within 90 days.
- Initiated invitation and trained in State Attorney General's program on Domestic Violence Awareness which led to her personal presentation to Dugway Proving Grounds.
- Assessed the needs, Federal/State policies and regulations of military community through monthly attendance of Family Advocacy Case Management Team.

### **SELECTED VOLUNTEER PROFILE (Lifetime Community Service and Leadership)**

Palatka Main Street Board; Chair Economic Restructuring Committee - Current

Dale Carnegie, Graduate Assistant, Human Relations Skills, 4 times between 1981-1999.

Division of Family Services, Taught Nurturing classes for parents. 1992-1993.

### **EDUCATION / MEMBERSHIPS / CERTIFICATIONS**

Bachelor of Science, Family Sciences, Brigham Young University, Provo, UT – 1994.

National Speakers Association of North Florida (NSA) –1997 – 2002

Certified Seminar Leader (CSL) – Washington, DC – American Seminar Leaders Association 1997-1998.

Myers-Briggs Type Indicator (MBTI) Qualified – CAPT Inc., Gainesville, FL – 1997.

Association of Job Search Training (AJST) 1997-1998.



Betsy J. Driggers, City Clerk  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177  
386-329-0100 // Fax 386-329-0106  
e-mail: bdriggers@palatka-fl.gov

# Fax Transmittal

<b>To:</b> Members of the Press	<b>Fax:</b> e-mail round
<b>From:</b> Betsy Driggers, City Clerk	<b>Date:</b> 5/10/2012
<b>Re:</b> Planning Board	<b>Pages:</b> 1

FOR IMMEDIATE RELEASE:

The City of Palatka is now accepting applications for appointment to its Planning Board. Applications will be accepted until the position is filled. Its members are appointed by the Palatka City Commission. Applicants who reside or own property within the Palatka City Limits will be given preference.

The purpose of this Board is to make recommendations to the City Commission on annexations, zoning ordinances and amendments to the Official Land Use Map; subdivision plats, street dedications, utility privileges, and any other such related land use and/or planning issues as directed by the City Commission. This is a non-paid, public service position. Members have jurisdiction over certain provisions of the Palatka Municipal Code, which relate to land use and zoning, and the granting of variances of related provisions of the Code. A complete list of the Board's jurisdiction is available on-line at [www.palatka-fl.gov](http://www.palatka-fl.gov) or from Palatka Building & Zoning, 205 N. 2<sup>nd</sup> Street, Palatka.

Planning Board Members serve three-year terms and meet at City Hall on the first Tuesday of each month at 4:00 p.m. Applications can be found at [www.palatka-fl.gov](http://www.palatka-fl.gov) or picked up at Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka. For more information, please contact Betsy Driggers or Karen Venables at 386-329-0100, or Thad Crowe, City Planner, at 386-329-0103.

Updated 09/26/11

PLANNING BOARD MEMBERS  
3 Yr. Terms

<u>Orig. Appt. Date</u>		<u>Term Expires</u>
VACANT		12/31/12
1/23/97	Earl Wallace 224 N. 6th Street, Palatka, 32177 home-328-0086 work-328-3233 <a href="mailto:email-ear Wallace@bellsouth.net">email-ear Wallace@bellsouth.net</a>	12/31/12
06/26/08	Anthony "Skip" Harwell 322 Madison St., Palatka, 32177 day-386-530-1226 <a href="mailto:email-CAPTBOO@GMAIL.COM">email-CAPTBOO@GMAIL.COM</a>	12/31/12
10/28/10	Joe Pickens P.O. Box 1374, 2041 Country Club Terrace Palatka, 32178 phone # 937-1563 <a href="mailto:email-Pick021@Earthlink.net">email-Pick021@Earthlink.net</a>	12/31/13
12/27/79	Carl L. Stewart - effective 1/1/80 715 S. 19th St., Palatka, 32177 home-325-2594 <a href="mailto:email-carlandjulia@bellsouth.net">email-carlandjulia@bellsouth.net</a>	12/31/13
01/26/12	George DeLoach 7300 Crill Ave.#11 Palatka, FL 32177 <a href="mailto:george@threedfarms.com">george@threedfarms.com</a> (H)972-4192 (W)972-9594	12/31/13
09/22/11	Daniel Sheffield 720 /s, 19 <sup>th</sup> St., Palatka, 32177 home-328-2442 <a href="mailto:SHEF9865@bellsouth.net">SHEF9865@bellsouth.net</a>	12/31/14
VACANT		12/31/14
10/28/10	Joseph M. Petrucci 2301 Campbell St., Palatka, 32177 home-328-0608 day-336-1615 <a href="mailto:jmp1024@yahoo.com">jmp1024@yahoo.com</a>	12/31/14
12/12/02	indefinite – school board rep. Putnam Co. School Bd, 200 S. 7 <sup>th</sup> Street Phone:	

Planning Board Organized 6/2/60

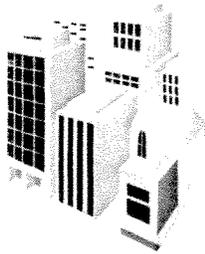
Created and appointed by City Commission 5/27/60

Revised to include non-voting School Board representative 12-12-02

Meets on the first Tuesday at 4:00 PM at City Hall

*Agenda  
Item*

*3h*



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

# Memorandum

**To:** City Commission  
**From:** Betsy Driggers, City Clerk  
**Date:** 7/6/2012  
**Re:** Palatka Historic Preservation Board Appointment

---

Per City Commission policy, the City advertised that the Commission was seeking applicants for appointment to the Palatka Historic Preservation Board to fill the contractor's position. This is the position formerly held by Mark Miles; Mr. Miles declined to apply for reappointment to this position.

Gary Graffweg, a resident of Palatka, has applied for appointment to this position and is fully qualified to fill this vacancy; although he is not a licensed contractor himself, he works under a licensed contractor and specializes in historic restoration work. Most of the work he does is in St. Johns County. He has been provided with a copy of this Board's function, duties and responsibilities as outlined in the Code of Ordinances and has been advised of the meeting requirements. The Planning Director concurs with this appointment. Staff is satisfied that he is a good candidate for appointment to this highly responsible Board.

Policy calls for applicants' interviews at the commission meeting prior to appointments. **Since only one application has been received for this position, it is Staff's recommendation to waive the 2<sup>nd</sup> meeting requirement and appoint Gary Graffweg to the Palatka Historic Preservation Board as the Contractor member for a three-year term to expire June 30, 2015.**

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

REGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
CITY CLERK

RUBY M. WILLIAMS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

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

### CITY OF PALATKA ADVISORY BOARD APPLICATION

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

APPLICANT: Gary G Graftweg (Must be at least 18 yrs. old)  
Residence Phone: 904-673-5007  
(911 Address) 415 Kirby St. Palatka Fl 32177 Fax:  
Business Name Phone:  
& Address N/A Fax:

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

Preferred Mailing Address: 415 Kirby St. Palatka Fl. 32177

E-mail: lordsirrod@aol.com Daytime Phone: 904-673-5007

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

Carpenter & Historical Restoration

#### OTHER COMMENTS OR INFORMATION:

Have Been doing historical work working for state & county Parks for 10 yrs

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

[Signature] 6/5/12  
SIGNATURE OF APPLICANT DATE

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



Betsy Driggers, City Clerk  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177  
386-329-0100 // Fax 386-329-0106  
e-mail: bdriggers@palatka-fl.gov

# Press Release

**To:** Local Press & Interested Parties      **Fax:** e-mail round

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**From:** Betsy Driggers, City Clerk      **Date:** 5-25-10

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**Re:** Historic Preservation Board      **Pages:** 1  
Vacancy

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Urgent       For Review       Please Comment       Please Reply       Please Recycle

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## FOR IMMEDIATE RELEASE:

The City of Palatka is now accepting applications for appointment to its Historic Preservation Board for (1) member with contracting experience and (1) Alternate. These members are appointed by the Palatka City Commission. Applications will be accepted until the position is filled. Applicants who reside within the corporate limits of the City of Palatka will be given preference.

The purpose of this Board is to preserve and enhance the character of the historic districts. Historic Preservation Board Members serve three-year terms and meet at City Hall on the 1<sup>st</sup> Thursday of each month at 4:00 p.m. Members enforce and have jurisdiction over certain provisions of the Palatka Municipal Code, which relate to issuing certificates of appropriateness on construction and/or renovations, and monitoring for compliance with building codes. A complete description of this Board's mission and duties is available at City Hall.

Applications can be picked up at Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka. For more information, please contact Betsy Driggers, City Clerk, at 386-329-0100, or Thad Crowe, Planning Director, at 386-329-0103.

• • • • • • • • • •

October 11, 2011

PALATKA HISTORIC PRESERVATION BOARD  
Orig. Board Appointed June 23, 1983  
3-Year Terms  
Meets 1st Thursdays - 4:00 P.M.

Appt. Date		TERM
2-14-08 Not renewing - VACANT	Contractor Mark Miles 3132 Fortune Way, #D-30 Wellington, FL 33414	June 2012
	<del>M6039@aol.com</del> <del>cell 561-722-7195 / fax 561-798-3416</del> <del>day# 561-722-7195 / wk 329-9669</del>	
5/24/07	Architect Robert C. Goodwin P.O. Box 1863 Palatka, FL 32178	June 2013
	<u>CRGARCHITECTS@SE.RR.COM</u> hm698-1522 / wk325-0213 328-1401 fax	
10/23/08	Property Owner - So. Hist. Dist. Roberta Correa 703 Emmett Street Palatka, FL 32177	June 2013
	<u>rmicorrea@yahoo.com</u> hm328-9418 / wk860-377-8936	
10/08/09 Code Enforcement Board 06/24/10 Historic Board	Property Owner – No. Hist. Dist. Elizabeth Van Rensburg 310 N. 3 <sup>rd</sup> St. Wk904-819-0801	June 2013
	<u>Elizabeth@latitudesneflorida.com</u> cell904-377-5044/fx386-328-6890	
6/23/05	Real Estate Broker Lynda Little Crabill P. O. Box 163 Palatka, FL 32178-0163	June 2014
	<u>lflc61223@qbsa.net</u> hm 326-1537 / cell 546-2400	
Vacant	Alternate	June 2014
2/10/11(Remainder of 3 yr.) Additional 3 yr. term	Attorney Mr. Gilbert Evans, Jr. 251 Crystal Cove Dr. Palatka, FL 32177	June 2014
	<u>gilbertevans@sjrcc.edu</u> hm329-3936 fax329-1938 wk325-1818 fax325-1814 Day#312-4127	
5/22/03	Member Putnam County Historical Society Larry F. Beaton 627 Crill Avenue Palatka, FL 32177	June 2015
	<u>Lbeaton@flcjh.net</u> wk 329-0811 / hm 325-7624 fax 329-0893	

- Ord. #82-8 adopted 4/23/82 (orig. ord.)
- Ord. #83-7 adopted 3/24/83 (established board)
- Ord. #83-27 adopted 11/10/83 (changed name of board)
- Ord. #87-22 adopted 8/27/87 (added an alternate to board)
- Ord. #89-7 adopted 7/13/89 (increased members to eight)
- Ord # 02-01 adopted 1/10/02 (decreased members to seven plus one alternate – removed beautification council member)

*Agenda  
Item*

*3 i*



**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, James Norwood, Jr., hereby disclose that on June 28, 2012 :

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my <sup>employer</sup> ~~business associate~~ Georgia-Pacific Corp.;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

6-28-12  
Date Filed

James Norwood, Jr.  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

# *Agenda Item*

$3_j$

July 6, 2012

**TO MESSRS: MARY LAWSON BROWN, ALLEGRA KITCHENS, PHIL LEARY AND  
JAMES NORWOOD, JR.:**

You are hereby notified that a workshop meeting of the Palatka City Commission is called to be held on July 26, 2012, at the regular meeting place of the Palatka City Commission, Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida, to commence at 2:00 p.m.

The purpose of the meeting is to hold a budget workshop for FY 2012-13.

*/s/ Vernon Myers*  
Vernon Myers, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 6<sup>th</sup> day of July, 2012.

*/s/ Mary Lawson Brown*  
COMMISSIONER

*/s/ Phil Leary*  
COMMISSIONER

*/s/ James Norwood, Jr.*  
COMMISSIONER

*/s/ Allegra Kitchens*  
COMMISSIONER

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.

# 2012 PALATKA CITY COMMISSION CALENDAR

July 1 – December 30, 2012

Rev. 7-6-12

## JULY

- 4 - City offices closed to observe Independence Day
- 5 - Pre Agenda mtg. 2:30 p.m. for Budget Workshop/Reg. meeting
- 12 - City Commission mtg. 6:00 p.m.
- 19 - Pre Agenda mtg. 9:00 a.m.
- 26 - Budget Workshop 2:00 p.m.
- 26 - City Commission regular meeting to set tentative millage rate (immediately following budget workshop)

## AUGUST

- 9 - Pre-Agenda mtg. 9:00 a.m.
- 16 - CRA mtg. 4:00 p.m. - City Hall
- 16 - City Commission mtg. 6:00 p.m. - City Hall
- 23 - 25 - FLC Annual Conference, Westin Diplomat, Hollywood

## SEPTEMBER

- 3 - City offices closed in observance of Labor Day
- 6 - Pre-Agenda mtg. 2:30 p.m.
- 13 - City Commission mtg. 6:00 p.m. (1<sup>st</sup> Public Hearing on Budget) - City Hall
- 20 - Pre-Agenda mtg. 9:00 a.m.
- 20 - NEFLC Meeting - Palatka
- 27 - City Commission mtg. 6:00 p.m. (Adoption of Budget) - City Hall

## OCTOBER

- 4 - Pre-Agenda mtg. 2:30 p.m.
- 5 - City Safety Luncheon - 12:00 noon; Palatka Golf Course
- 11 - CRA mtg. 4:00 p.m. - City Hall
- 11 - City Commission mtg. 6:00 p.m. - City Hall
- 18 - Pre-Agenda mtg. 9:00 a.m.
- 18 - NEFLC Meeting - St. Augustine Beach
- 25 - City Commission mtg. 6:00 p.m. - City Hall
- 31 - Halloween Trick or Treat, 6:00 - 8:00 p.m.

## NOVEMBER

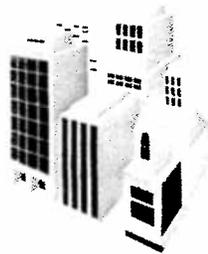
- 1 - Pre-Agenda mtg. 2:30 p.m.
- 8 - City Commission mtg. 6:00 p.m. - City Hall
- 12 - City Offices Closed in observance of Veterans' Day
- 15 & 16 - Legislative Conference - Hyatt Regency Orlando Int'l Airport Hotel
- 22 & 23 - City offices closed in observance of Thanksgiving Holiday

## DECEMBER

- 6 - Pre-Agenda mtg. 2:30 p.m.
- 6 - NEFLC Meeting - Jacksonville
- 13 - CRA mtg. 4:00 p.m. - City Hall
- 13 - City Commission mtg. 6:00 p.m. - City Hall
- Dates TBD - City offices closed in observance of Christmas Holiday
- 31 - City offices closed in observance of New Year's Eve

### Upcoming Events & Conferences:

- August 23 - 25, 2012 - FLC Annual Conference, Westin Diplomat, Hollywood
- November 15 & 17 - FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando, FL



CITY OF PALATKA  
Betsy Jordan Driggers  
City Clerk  
201 N. 2<sup>nd</sup> Street  
Palatka FL 32177  
Phone: 386-329-0100  
Fax: 386-329-0106  
e-mail: [bdriqqers@palatka-fl.gov](mailto:bdriqqers@palatka-fl.gov)

# Memorandum

**To:** City Commission & Staff  
**From:** Betsy J. Driggers, City Clerk  
**Date:** 7/6/2012  
**Re:** 2012 City Commission Meeting Calendar – Amended Budget Workshop Date

---

Attached is the 2012 City Commission Calendar for July – June, 2012 as amended to change the Budget Workshop date from July 12, 2012 to July 26, 2012, to begin at 2:00 p.m. I have attached a meeting call notifying the Commission, Staff, public and press of this workshop.

There will be no budget workshop on July 12; the regular meeting will begin at 6:00 p.m.

Another meeting call will follow to set the date of the called meeting to consider setting the tentative millage rate, in accordance with TRIM calendar requirements.

**Please adopt the amended 2012 City Commission Calendar July – December, 2012.**

*Agenda  
Item*

*4*

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

ITEM: 412 South 13<sup>th</sup> Street code enforcement DEPARTMENT: Building & Zoning  
fine Reduction recommendation from  
CEB

---

AGENDA SECTION: Consent agenda

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ATTACHMENT:      1. June 27, 2012 CEB minutes      DATE: July 2, 2012  
                         2. Property Appraiser Data Card  
                         3. Finding of Fact, Conclusions of Law, and  
                         Order

---

**SUMMARY HIGHLIGHTS:**

On June 27, 2012 the Code Enforcement Board voted to recommend a reduction of the \$2,350 accrued \$25 per day fine to \$1000 plus the costs of prosecution. The property is in compliance at this time. Costs of prosecution in the amount are \$245.59 if recording is not required or \$281.34 if recording is required.

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**RECOMMENDED ACTION:**

Approval of the Code Enforcement Board's recommendation to reduce the daily fine to \$1000 plus the costs of prosecution.

---

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

Meeting called to order at 3:59 p.m. by Chairperson LaSandra Williams. **Members present:** Pat Wilson, Michael Gagnon, Alex Sharp, Leroy Miles and John Lyon. **Members absent:** None  
**Also present:** Code Enforcement Officer and Recording Secretary Elizabeth Hearn, City Attorney Donald Holmes and Planning Director Thad Crowe.

**Motion** by Pat Wilson and seconded by Michael Gagnon to accept the minutes of the May 23, 2012 meeting. All voting members were in favor. Motion carried.

LaSandra Williams read the appeal procedure and swore in City staff testifying at the hearing.

## CONSENT AGENDA

### OLD BUSINESS

**Case 12-19**                      **2702 Gillis Street**  
Owner: Steven E. and Diana L. Carter  
Costs of Prosecution \$140.75 or \$176.50

**Motion** made by Pat Wilson and seconded by John Lyon to assess the costs of prosecution. All present voted affirmative. Motion carried.

**Case 11-109**                      **412 S 13<sup>th</sup> Street**  
Owner: Casabuona LLC  
(Daily Fine of \$25 per day x 94 days - \$2,350  
Costs of Prosecution \$245.59 or \$281.34)

Ms. Hearn stated that Mr. Berry is seeking a reduction of the daily fine and testified as to the dates and actions of this case. Ms. Hearn confirmed that the property is in compliance now, as of April 27, 2012.

William Berry, 2125 Morehouse Drive, Jacksonville, FL, stated he is representing a client in Jacksonville that loaned Irma Lubin money to purchase the property. A quit claim was executed in 2011 when Ms. Lubin defaulted on the balloon payment.

Mr. Berry stated that upon learning of the code violations for this property steps were taken to bring it into compliance. They cut the yard, boarded up the broken windows and repaired the roof where it was leaking. He stated that whatever amount the daily fine could be reduced to that they could use the money saved and put it towards restoration of the property.

Mr. Berry expressed that they would be happy if they could pay the \$245.59 for costs of prosecution and possibly \$1000.00 of the daily fine.

Mr. Holmes reminded the Board that there is a set of criterion to be considered for a lien reduction. Mr. Gagnon stated there are several criteria items that are applicable.

Mr. Sharp stated he thought it wasn't unreasonable what Mr. Berry was asking. Mr. Holmes asked for clarification for the record. Mr. Sharp stated a fine reduction to \$1000 plus the costs of prosecution.

**Motion** made by Pat Wilson and seconded by Michael Gagnon to recommend to the City Commission that the fine on this property be reduced to \$1000 plus the costs of prosecution in the amount of \$245.59. All present voted affirmative. Motion carried.

**Case 12-15**                      **923 Laurel Street**  
Owner: George Williams, Jr.  
Section 30-32 Weeds, Debris, Prohibited Conditions

Ms. Hearn testified to dates and actions and presented photo evidence on this case and related that the case had been tabled from last month's meeting. It was cleaned up by the tenants and if the costs of prosecution are assessed it will be \$145.75 if paid within 30 days or \$181.50 if a recorded lien is required.

**Motion** made by Pat Wilson and seconded by Michael Gagnon to assess the costs of prosecution. All members present voted affirmative. Motion carried.

Mr. Holmes questioned if intact screens are required on houses. Ms. Hearn stated yes and no. Yes intact screens are required and no in this case as the screens were not part of the original complaint. Ms. Hearn related that if memory served her the screens shown in the picture taken this morning were not in that condition when she initially investigated the complaint.

Mr. Lyon questioned why any and all code violations aren't cited when investigating a complaint. Ms. Hearn explained that what is complained about is looked at and if valid it is cited, and that staff no longer can cite properties in the surrounding area for the same type of complaint.

Mr. Crowe explained that we work with a complaint driven code enforcement policy and staff is very literal. We get a complaint we look at it, if staff saw something that was a life or safety issue we would pursue it, but otherwise we are literally fixed on what comes in.

---

There was a consensus that staff will look at the methodology of complaint investigation.

**Case 12-37**                      **917 Carr Street**  
Owner: Sam Deputy  
Section 30-32 Weeds, Debris, Prohibited Conditions  
Section 30-64 Declaration of Public Nuisance

Ms. Hearn testified to dates and actions and presented photo evidence on this case. She recommended that if the violations are not corrected by the next CEB meeting, a daily fine in the amount of \$25.00 be enacted.

Mr. Sharp wanted to abstain from the vote because he has a personal relationship with the owner.

Mr. Gagnon expressed that everyone has to be treated equitably by this Board.

**Motion** made by Michael Gagnon and seconded by John Lyon to find that the code violations alleged by the Code Enforcement Officer in fact exist and that if the violations are not corrected by July 25, 2012, a fine in the amount of \$25 per day be assessed. All members except Alex Sharp voted affirmative. Motion carried.

CODE ENFORCEMENT BOARD OF THE  
CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 11-109

vs

Casabuano LLC, Respondent(s)

**FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER**

THIS CAUSE having come before the Board for public hearing on May 23, 2012, after due notice to the Respondent; and, the Board having received sworn testimony and evidence at said hearing; it is now,

**DETERMINED THAT:**

**I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

- a) The Respondent(s) is the owner of property described as 412 South 13<sup>th</sup> Street, Putnam County Tax parcel number 42-10-27-6850-2560-0900, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Section 30-32 Weeds, Debris, Prohibited Conditions and Section 30-33 Abatement required; Duty of Abutting property Owner to Keep Sidewalk and Parkway Clean and Section 30-166 Minimum Maintenance Standards, of the Palatka Municipal Code.

**IT IS ACCORDINGLY ORDERED THAT:**

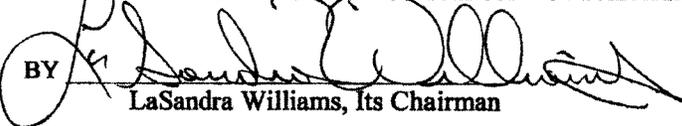
**II. ORDER:**

- a) The \$25.00 per day fine is hereby stopped on the above-described property effective April 27, 2012. Total daily fine assessed is \$2,350.
- b) Administrative costs are hereby assessed in the amount of \$381.34, as incurred in the prosecution of this case by the City of Palatka through the 23<sup>rd</sup> day of May, 2012.
- c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.
- d) This Finding of Fact, Conclusions of Law and Order supersedes that Finding of Fact, Conclusions of Law and Order recorded in the official records, Instrument No. 201254745399 dated February 17, 2012 in the Putnam County Clerk of Courts records.

**DONE AND ORDERED** this 23<sup>rd</sup> day of May, 2012, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY

  
LaSandra Williams, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by  Certified mail,  Regular mail, to the Respondent and/or authorized representative at 7610 Hollyridge Road, Jacksonville, FL, 32256 this \_\_\_\_ day of July, 2012.

Prepared by:

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

  
Elizabeth A. Hearn, Code Enforcement Officer

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

By: \_\_\_\_\_, City Clerk.  
Date: \_\_\_\_\_

APPRAISAL DATA CARD

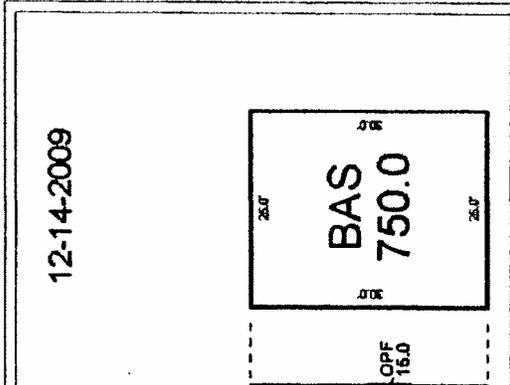
2012 Interim Tax Roll

PUTNAM COUNTY PROPERTY APPRAISER

42-10-27-6850-2560-0800  
 CASABUONA LLC  
 7610 HOLLYRIDGE ROAD  
 JACKSONVILLE FL 32256  
 412 SOUTH 13TH ST, PALATKA  
 DICKS MAP OF PALATKA M62 P46  
 BLK 266 LOTS 9 10 11 12

Code	Year	Price	
1304	0453	011	\$32,000
1257	0411	001	\$32,000
1266	1216	011	\$15,500
1246	1970	011	\$100
1256	1214	001	\$0
1002	0183	001	\$68,000

Code	Year	Price	
0453	2011	011	\$32,000
0411	2010	001	\$32,000
1216	2010	011	\$15,500
1970	2009	011	\$100
1214	2009	001	\$0
0183	2004	001	\$68,000



Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
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001	001	\$0
001	001	\$68,000

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011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
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001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
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001	001	\$32,000
011	011	\$15,500
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001	001	\$32,000
011	011	\$15,500
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011	011	\$15,500
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Code	Year	Price
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001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

Code	Year	Price
011	011	\$32,000
001	001	\$32,000
011	011	\$15,500
011	011	\$100
001	001	\$0
001	001	\$68,000

NOTICE: This is an Interim Putnam County Fla. Property assessment information is subject to change until Turn in Millage (TMA) Notice are mailed.

*Agenda  
Item*

5

**RESOLUTION NO. 9-22**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A 'SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT' WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN AND UPGRADE BUILDING B-2, PROJECT MANAGEMENT AND ADMINISTRATION AT PALATKA'S KAY LARKIN MUNICIPAL AIRPORT**

**WHEREAS**, the City of Palatka and the Florida Department of Transportation had previously reached an agreement for and executed a JPA for the Design and Upgrade Building B-2, Project Management and Administration at the Palatka Municipal Airport; and

**WHEREAS**, the Florida Department of Transportation has proposed a Supplemental Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Number 43053019413, adding additional funding to the project; and

**WHEREAS**, the total project cost for the above described project at Kay Larkin Municipal Airport is increased by \$60,000.00 bringing the revised total cost of the project to \$180,000.00; and

**WHEREAS**, it is in the best interest of the City of Palatka to go forward with the Supplemental Joint Participation Agreement.

**NOW THEREFORE**, be it resolved that the Mayor, Vernon Myers, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Supplemental Joint Participation Agreement on behalf of the City of Palatka for Design and Upgrade Building B-2, Project Management and Administration at the Kay Larkin Municipal Airport, F.P. Number 43053019413.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 12<sup>th</sup> day of July, 2012.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its Mayor**

**ATTEST:**

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



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

2498 Edison Avenue  
Jacksonville, Fl. 32204-2730

ANANTH PRASAD, P.E.  
SECRETARY

June 21, 2012

Matt Reynolds  
Director of Finance  
201 N. 2<sup>nd</sup> Street  
Palatka Fl. 32177

**RE: F.P. 43053019413**

Dear Mr. Reynolds:

We are pleased to enclose an original Supplemental Joint Participation Agreement (SJPA) for the above referenced project for your review and signature.

*"There has been new language added the SJPA that the agency has to agree with. The language is in paragraph 5.00. It requires state agencies under the direction of the Governor to include in all state contracts a requirement that contractors utilize the E-Verify system to verify the employment eligibility."*

Before returning the JPA to my office please ensure the SJPA is signed and a resolution is enclosed.

If you have any questions concerning this project, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene Lampp".

Gene Lampp  
District Aviation Specialist  
2198 Edison Ave.  
Jacksonville, Fl. 32204-2730  
(904) 360-5667  
gene.lampp@dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

**Number 1**

Financial Project No.: <u>430530-1-94-13</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR</u>	FLAIR Approp.: <u>088719</u>
Contract No.: <u>AQ837</u>	Function: <u>637</u>	FLAIR Obj.: <u>750004</u>
CFDA Number: _____	Federal No.: _____	Org. Code: <u>55042010228</u>
	DUNS No.: _____	Vendor No.: <u>VF596000401002</u>
	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and City of Palatka  
4015 Reid Street Palatka, FL 32177  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 5<sup>th</sup> day of May, 2011  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 180,000.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended

Design and Upgrade Building B-2, Project Management and Administration. This project is funded under the REDI  
Program

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 60,000.00  
bringing the revised total cost of the project to \$ 180,000.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 60,000.00  
bringing the Department's revised total cost of the project to \$ 180,000.00

**3.00 Amended Exhibits:**

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 1/31/2013.

**5.00 E-Verify:**

Vendors/Contractors:

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

Financial Project No. 430530-1-94-13

Contract No. AQ837

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated 5/5/2011 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

FDOT

City of Palatka

AGENCY NAME

See attached Encumbrance Form for date of Funding Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION  
Robert L. Parks, P.E.

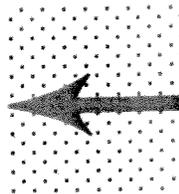
SIGNATURE

DEPARTMENT OF TRANSPORTATION

Director of Planning & Production

TITLE

TITLE



*DO NOT DATE*

Financial Project No. 430530-1-94-13

Contract No. AQ837

Agreement Date \_\_\_\_\_

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka

4015 Reid Street Palatka, FL 32177

dated 5/5/2011

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Design and Upgrade Building B-2, Project Management, and Administration. Adding Additional Funding to the Project.

	As Approved	As Amended	Net Change
I. Project Cost	\$ 120,000.00	\$ 180,000.00	\$ 60,000.00
II. Fund	DDR	DDR,DPTO	DDR,DPTO
Department:	\$ 120,000.00	\$ 180,000.00	\$ 60,000.00
Agency:	\$ 0.00	\$ 0.00	\$ 0.00
Federal:	\$ 0.00	\$ 0.00	\$ 0.00
<hr/>			
Total Project Cost	\$ 120,000.00	\$ 180,000.00	\$ 60,000.00

Comments:

The Department's share of this project is up and including \$180,000. Is being funded under the REDI program.

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

III.

MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

<b>FY</b>	<b>Amount</b>
2011	\$ 120,000.00
2013	\$ 60,000.00

Financial Project No. 430530-1-94-13

Contract No. AQ837

Agreement Date

### EXHIBIT "D"

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

#### FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
		\$
<u>Compliance Requirements</u>		

#### STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number &amp; Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$ 180,000.00
<u>Compliance Requirements</u>		

Activities Allowed:

##### Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

##### Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

## EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects);
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

### Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

- Land acquisition (for land in an approved master plan or ALP);
- Mitigation land (on or off airport);
- Aviation easements;
- Right of way;
- Approach clear zones.

(FDOT Aviation Grant program Handbook)

### Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

- Any airport improvement and land purchase that will enhance economic impact;
- Building for lease;
- Industrial park infrastructure and buildings;
- General aviation terminals that will be 100 percent leased out;
- Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

### Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at [www.dot.state.fl.us/Aviation/Public.htm](http://www.dot.state.fl.us/Aviation/Public.htm).

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

#### Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

#### General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.

(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

## EXHIBIT "D"

### Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.  
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

### Airport Loans

The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.  
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

### Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
-----------------------	--	---------------

\$

### Compliance Requirements

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

*Agenda  
Item*

6

**RESOLUTION No. 9-22**

**Entitled**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A "CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT" WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING AND IRRIGATION (CREPE MYRTLES) ON SR19 FROM NORTH OF SR100 TO SR15/US17.**

**WHEREAS**, the Palatka City Commission adopted Resolution No. 9-09 during regular session on September 8, 2011 authorizing the Mayor and City Clerk to execute and attest a **Memorandum of Agreement**, hereinafter referred to as the **Original Agreement**, with the **State Department of Transportation**, hereinafter referred to as **FDOT**, for Landscaping (Crepe Myrtles) on SR19 from North of SR100 to SR15/US17; and

**WHEREAS**, said **Original Agreement** was executed and delivered to **FDOT** accordingly; and

**WHEREAS**, **FDOT** now finds it necessary for the City of Palatka to include the installation of an irrigation system in the Improvement Area and wishes to amend the definition of "Improvement" in the **Original Agreement**, and

**WHEREAS**, the **FDOT** also finds it is necessary for the **City of Palatka** to execute and deliver to the **FDOT** the agreement identified as "**Construction & Maintenance Agreement Amendment**", hereinafter referred to as the **Agreement Amendment**, for Landscaping and Irrigation (Crepe Myrtles) on SR19 from North of SR100 to SR15/US17, Financial Project ID 209975-3-52-01.

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

1. That Vernon Myers, Mayor of the City of Palatka, Florida, be hereby authorized and directed to execute and deliver the **Agreement Amendment** to the **FDOT**;
2. That Betsy J. Driggers, City Clerk of the City of Palatka, Florida, be hereby authorized and directed to attest the **Agreement Amendment**; and
3. That a certified copy of this Resolution be forwarded to **FDOT** along with the executed **Agreement Amendment**.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, as the Maintaining Agency, this **12<sup>th</sup> day of July, in the year 2012**.

**CITY OF PALATKA**

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

**ATTEST:**

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

**CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT AMENDMENT** ("Amendment") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Palatka, Florida ("Agency").

**-RECITALS-**

1. The terms and provisions set forth in this Amendment are incorporated into and made part of that certain Construction and Maintenance Agreement for Financial Project Number 209975-3-52-01 ("Original Agreement") entered into by the Parties on September 26, 2011, a copy of which is attached; and

2. This Amendment shall be merged into and made part of the Contract and both documents shall be collectively referred to as the ("Agreement"); and

3. The Original Agreement defined the term Improvement as landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15/US 17 ("Improvement Area"); and

4. The sole purpose of this Amendment is to amend the definition of Improvement to include an irrigation system to be installed within the Improvement Area; and

5. In the event of any conflict or inconsistency between the Original Agreement and this Amendment, the provisions of this Amendment shall control; and

6. The irrigation system will be included as part of the Maintenance and Repair responsibilities of the Agency; and

7. All other terms and conditions of the Original Agreement shall remain in full force and effect.

**NOW THEREFORE**, in consideration of the recitals and mutual covenants and conditions in this Amendment, the parties, intending to be legally bound, acknowledge, covenant and agree as follows:

**1. RECITALS**

The recitals set forth above are specifically incorporated by reference and made part of this Amendment.

**2. MAINTENANCE & REPAIR**

The Parties agree that the following amendments will be made to Paragraph 8 (Maintenance & Repair) of the Original Agreement:

A. The term Improvement will also include an irrigation system to be installed within the Improvement Area.

B. The irrigation system to be installed within the Improvement Area will be included within the maintenance and repair responsibilities of the Agency at the Agency's sole cost and expense. Nothing in the Agreement will obligate the Department maintain or repair the irrigation system.

C. All other terms and conditions of the maintenance and repair provisions of Paragraph 8 of the Original Agreement will remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties execute this Addendum consisting of two (2) pages.

**SIGNATURES ON FOLLOWING PAGE**

**Florida Department of Transportation**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Office of the General Counsel  
Florida Department of Transportation

**Attest:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Palatka,  
a Florida Governmental Authority**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legal Review:**

By: \_\_\_\_\_  
Legal Counsel for City of Palatka

**Attest:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025-5874

ANANTH PRASAD, P.E.  
SECRETARY

July 5, 2012

Mr. Jonathan Griffith  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, Florida 32177

**Subject: Construction & Maintenance Agreement Amendment  
Landscaping (Crepe Myrtles) and Irrigation on SR 19  
from North of SR 100 to SR 15 / US 17  
Financial Project ID: 209975-3-52-01**

Dear Mr. Griffith:

Enclosed are two (2) copies of the Construction & Maintenance Agreement Amendment which has been amended to include an irrigation system. Your assistance is requested to secure execution by the City of Palatka.

In addition to executing the attached Amendment, a new resolution including the irrigation system must be adopted and a certified copy attached to each copy of the Amendment. Please reference the previous Resolution No. 09-09, adopted September 8, 2011 in the new resolution.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

  
Katrina Sadler  
District Programs Administrator

KS:ke  
Enclosures

CC: Mr. Yongman Roberts, P.E., St. Augustine Maintenance Engineer  
Mr. Ken Cheek, RLA, District Landscape Architect  
Ms. Fae Ross, Consultant Project Manager  
Ms. Sandra Croft, Production Management

RESOLUTION No. 9-09

Entitled

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A "MEMORANDUM OF AGREEMENT" WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING (CREPE MYRTLES) ON SR19 FROM NORTH OF SR100 TO SR15/US17.

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the "FDOT" finds it is necessary for the City of Palatka, to execute and deliver to the FDOT the agreement identified as "Memorandum of Agreement", hereinafter referred to as the Agreement, for Landscaping (Crepe Myrtles) on SR19 from North of SR100 to SR15/US17, Financial Project ID 2109975-3-52-01.

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

1. That Vernon Myers, Mayor of the City of Palatka, Florida, be hereby authorized and directed to execute and deliver the Agreement to the FDOT;
2. That Betsy J. Driggers, City Clerk of the City of Palatka, Florida, be hereby authorized and directed to attest the Agreement; and
3. That a certified copy of this Resolution be forwarded to FDOT along with the executed Agreement.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, as the Maintaining Agency, this 8<sup>th</sup> day of September, in the year 2011.

CITY OF PALATKA

By: *Vernon Myers*  
Its MAYOR

ATTEST:

*Betsy J. Driggers*  
CITY CLERK

Financial Project Id. No.: 209975-3-52-01

Project Description: Landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17  
On System Department Construct Agency Maintain

## CONSTRUCTION & MAINTENANCE AGREEMENT

This Construction & Maintenance Agreement ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of Palatka ("Agency").

**WHEREAS**, the term "Property" shall refer to certain real property located in Putnam County, Florida, owned by the Department and described as landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17; and

**WHEREAS**, the term "Improvement" means and shall refer to landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17; and

**WHEREAS**, the Department shall fund construction of the Improvement; and

**WHEREAS**, the Department's ability to fund construction of the Improvement is wholly contingent on appropriation of funds to the Department; and

**WHEREAS**, the Department shall construct the Improvement; and

**WHEREAS**, the Agency shall maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement; and

**WHEREAS**, the Improvement shall be located on the Property; and

**WHEREAS**, by Resolution 9-09 dated 9-8-11, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "A".

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

### 1. RECITALS AND EXHIBITS

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

### 2. EFFECTIVE DATE

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

### 3. TERM

The initial term of the Agreement shall be for a period of one (1) year from the Effective Date. The Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

### 4. E-VERIFY

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

### 5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time.

Financial Project Id. No.: 209975-3-52-01

Project Description: Landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17  
On System Department Construct Agency Maintain

including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **6. PERMITS**

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

#### **7. PROJECT MANAGEMENT**

The Department shall manage the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of Improvement at its convenience after the appropriation of sufficient funds.

#### **8. MAINTENANCE & REPAIR**

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

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

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

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

#### **9. IMPROVEMENTS**

The Department may improve or modify the Improvement as the Department deems appropriate. Improvements and modifications made to the Improvement shall be maintained and repaired by the Agency in accordance with the "Maintenance & Repair" section of this Agreement.

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Project Description: Landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17  
On System Department Construct Agency Maintain

#### **10. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform its obligations under this Agreement. All utility conflicts that interfere with the Agency's ability to perform this Agreement shall be resolved by the Agency directly with the applicable utility.

#### **11. MAINTENANCE OF TRAFFIC**

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

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

#### **12. REMOVAL**

A. The Department may terminate this Agreement and remove the Improvement without liability to the Agency if the Department determines that removal is required pursuant to applicable Governmental Law, or that removal of the Improvement would benefit the Department in the conduct of its business.

B. The Department may require the Agency to remove the Improvement and restore the Property to the condition that existed immediately prior to the Effective Date of this Agreement if the Agency breaches a material provision (as determined by the Department) of this Agreement. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvement, or such other time as the Department and the Agency mutually agree in writing.

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

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

#### **13. PERMISSIVE USE**

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

#### **14. EMINENT DOMAIN AND DAMAGES**

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

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Project Description: Landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17  
On System Department Construct Agency Maintain

otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **15. DUE DILIGENCE & WARRANTIES**

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

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

#### **16. PAYMENT**

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

#### **17. INDEMNIFICATION**

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

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time.

#### **19. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Yongman Roberts, Maintenance Engineer ("LME")  
St. Augustine Maintenance – Mail Station 2701  
3600 DOT Road  
St. Augustine, FL 32095

Agency: Attention: Elwin C. "Woody" Boynton, City Manager  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177

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On System Department Construct Agency Maintain

## **20. GOVERNING LAW**

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

## **21. INITIAL DETERMINATION OF DISPUTES**

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

## **22. VENUE AND JURISDICTION**

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

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

## **23. JURY TRIAL**

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

## **24. ASSIGNMENT**

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

## **25. THIRD PARTY BENEFICIARIES**

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

## **26. VOLUNTARY EXECUTION OF AGREEMENT**

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

## **27. ENTIRE AGREEMENT**

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

## **28. EXECUTION OF DOCUMENTS**

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

**29. SUFFICIENCY OF CONSIDERATION**

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

**30. WAIVER**

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

**31. INTERPRETATION**

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

**32. CAPTIONS**

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

**33. SEVERANCE**

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

**34. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

**35. MODIFICATION OF AGREEMENT**

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

**36. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.1365(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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

**SIGNATURES ON FOLLOWING PAGE**

Financial Project Id. No.: 209975-3-52-01  
Project Description: Landscaping (Crepe Myrtles) on SR 19 from North of SR 100 to SR 15 / US 17  
On System Department Construct Agency Maintain

Florida Department of Transportation

By: Nick J. Tsengas

Printed Name: Nick J. Tsengas, P.E.  
Alan R. Mosley, P.E.

Title: District Two Secretary (Interim)

Date: 9/26/11

Legal Review:

By: Melissa D. Bradwell 9-21-11  
Office of the General Counsel  
Florida Department of Transportation

City of Palatka,  
A Florida Governmental Authority

By: Vernon Myers

Printed Name: Vernon Myers

Title: Mayor

Date: Sept. 8, 2011

Legal Review:

By: [Signature]  
Legal Counsel for Agency

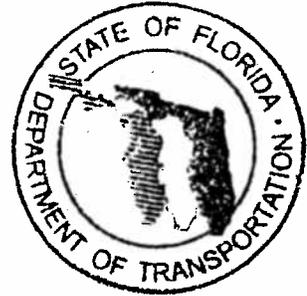
Attest:

By: Lisa Lambert

Printed Name: Lisa Lambert

Title: Admin. Asst.

Date: Sept. 26, 2011



Attest:

By: Betsy Driggers

Printed Name: Betsy Driggers

Title: City Clerk

Date: Sept. 8, 2011

*Agenda  
Item*

**7**

**RESOLUTION NO. 09-23**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING SUBMITTAL OF A GRANT APPLICATION TO THE FISH AND WILDLIFE CONSERVATION COMMISSION, FLORIDA BOATING IMPROVEMENT FUND GRANT PROGRAM REQUESTING ASSISTANCE FOR CONSTRUCTION OF CITY PIER ADA COMPLIANT BOAT LAUNCH, MOORING & DOCKING FACILITIES AND PARKING LOT IMPROVEMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palatka owns and is responsible for the maintenance of Palatka's City Pier properties that provide recreational boat launch and trailer parking facilities for use by the public; and

**WHEREAS**, demand for the expanded boat launch, parking and mooring facilities proposed by the City is regional, coming from a much larger area than Palatka and Putnam County; and

**WHEREAS**, the regional demand placed upon the City Pier boat launch, parking and proposed boat mooring facilities of the City will generate a high level of maintenance and repair costs in order to properly maintain the existing and proposed facilities; and

**WHEREAS**, the City of Palatka currently generates no revenues from the City Pier because no fees are charged for parking or to launch recreational boats at these facilities by the City. Furthermore, the City anticipates any fees charged for mooring recreational boats at the proposed facilities will not cover the cost of maintaining these facilities. Therefore, all of the costs to operate and maintain the City Pier boat launch facilities are currently paid by the taxpayers of Palatka; and at least a significant portion of these will continue to be paid by the taxpayers of Palatka in the future, and

**WHEREAS**, the City Commission of the City of Palatka has determined that it is reasonable to request assistance from state programs to help pay for the improvements to the City Pier associated with providing expanded recreational boat launching, parking and new mooring facilities rather than ask the City taxpayers to pay for all of the costs associated with the construction of these improvements through property taxes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AS FOLLOWS:**

- Section 1. Adoption:** The City Commission hereby authorizes the submittal of a grant application to the Florida Fish And Wildlife Conservation Commission requesting financial assistance for construction of the City Pier boat launch and docking facilities improvements.
- Section 2. Severability:** If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is for any reason held by any court of competent jurisdiction to be unconstitutional or otherwise invalid, the validity of the remaining portions of this Resolution shall continue in full force and effect.
- Section 3. Effective Date:** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 12<sup>th</sup> day of July, 2012.

**CITY OF PALATKA**

\_\_\_\_\_  
**BY: Its MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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



# Florida Boating Improvement Program Grant Application for Boating Access Facilities

## FOR OFFICE USE ONLY

Grant Application Number :

Date Received:

Fill in all sections that apply – Leave all other sections blank

### I – APPLICANT INFORMATION

a. Applicant: City of Palatka

b. Federal Employer Id. No.: 59-6000401

c. Project Manager Name: Jonathan Griffith

Project Manager Title: Assistant to the City Manager

d. Mailing Address: 201 North Second Street

City: Palatka

Zip Code: 32177

e. Shipping Address: 201 North Second Street

City: Palatka

Zip Code: 32177

f. Telephone: 386 329 0100

Fax: 386 329 0199

Email: jcgriffith@palatka-fl.gov

g. District Numbers:

State House: 21

State Senate: 1

County Commission: Putnam

### II – PROJECT SUMMARY

a. Project Title: Palatka Riverfront Park and City Pier Boat Launch Facilities

b. Type of Application:  New (never considered before)  Reconsideration  Phased Continuation–Phase No.: 3

c. Project Category:	TIER-I	TIER-II
	<input type="checkbox"/> A – Public Launching Facilities	<input type="checkbox"/> A – Boat Ramps, Piers, and Docks

d. Project Cost: Total Cost: \$ 618,750.00

Amount Requested: \$464,062.50

e. Project Summary: **This request for funding is to complete PHASE II of the following:** Considering the importance of the project and the possibility of limited funds, the City of Palatka is receptive to any suggested amount of aid to implement any portion of this proposal.

#### PHASE I (FBIP Grant Agreement No. 08082)

- A. Complete final design of the proposed facility. (COMPLETED)
- B. Apply for permits required to construct the project. (COMPLETED)

#### PHASE II

- C. Construct a 40 x 80 ft. ramp to accommodate up to five (5) launches. This launch will replace the two existing launch slips south of the city pier. (AWARDED)
- D. Construct a new restroom and shower facility adjacent to the city pier and proposed boat launch. (AWARDED)
- E. Remove the existing restroom facilities located at the southern end of the park. (AWARDED)

#### PHASE III (Current Request)

- F. Construct one (1) ADA compliant floating dock with a total of twenty (20) new mooring slips. Access will be from the existing city pier.
- G. Install electric and potable water at the new boat mooring facilities.
- H. Construct a new boat launch parking facility to accommodate eighty (80) plus vehicles and trailers.

### III - FACILITY INFORMATION

a. Facility Name: City of Palatka John C. Godwin Park and Boat Launch

b. Type of Facility:

Existing Boat Ramp / Public Launching Facility

Existing Marina / Tie-up / Overnight Moorage Facility

Proposed Boat Ramp / Public Launching Facility

Proposed Marina / Tie-up / Overnight Moorage Facility

Other: \_\_\_\_\_

c. Facility location:

County: Putnam

Water body: St. Johns River

Township: 10

Section: 42

Range: 27

Latitude: N 29 deg. 38 min. 41.24sec.

Longitude: W 81 deg. 37 min. 48.27 sec.

Facility Street Address or Location: 301 River Street, Palatka FL 32177

d. Upland Ownership:

Public - Fee Simple

Public - Lease

Number of Years Remaining in Lease: \_\_\_\_\_

Name of Owner: City of Palatka

e. Is this facility open to the general public?  Yes

No

f. Estimate Percent (%) Use of Launching Facility: 95% Motorboats/Sailboats 5% Non-Motorboats

g. Day Use, Parking or Launch Fee Amount: \$0.00

Tie-up/Overnight Moorage: \$0.00

h. Number of Launch Lanes: 2 Existing

Condition:  New

Good

Average

Poor

i. Number of Boarding Docks: 3

Length: 30 Ft.

Condition:  New

Good

Average

Poor

Type of docks:  Fixed Wooden

Fixed concrete

Floating concrete

Other : \_\_\_\_\_

j. Number of Boat Trailer Parking Spaces: 20 + Grass  
Overflow (Approx. 45 additional Slips)

Condition:  New

Good

Average

Poor

k. Tie-up Dock or Moorage: 300 Ft or 15 Slip

Condition:  New

Good

Average

Poor

Type of docks:  Fixed Wooden

Fixed concrete

Floating concrete

Other : \_\_\_\_\_

l. Other Facility Attributes:

Restroom:  Yes  No  Proposed

Other: \_\_\_\_\_

Pump out or Dump Station:  Yes  No

Other: \_\_\_\_\_

m. Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
1. Pico Road Boat Ramp	2.5 Miles	2. Elgin Grove Boat Ramp	5 Miles
3. Brown's Landing Boat Ramp	5 Miles	4. Crystal Cove Boat Ramp	3.75 Miles
5. _____	_____	6. _____	_____
7. _____	_____	8. _____	_____
9. _____	_____	10. _____	_____

## IV – PROJECT DESCRIPTION

List Primary Need for Project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Safety               | <input checked="" type="checkbox"/> High Demand by Users |
| <input type="checkbox"/> Age-end of Useful Life          | <input type="checkbox"/> Recommended by FWC Staff        |
| <input type="checkbox"/> Environmental Needs of the Area | <input type="checkbox"/> Lack of In-house Capability     |
| <input type="checkbox"/> Other: _____                    |  |

b. Need Statement:

This application is phased continuation (No. 3) of the City of Palatka's current FBIP grant agreement NO. 08082.

The Palatka Riverfront Park includes the city dock, two boat launch facilities, a public restroom, and amphitheatre. The facility is heavily utilized during the entire year. Several major bass fishing tournaments are held at this facility with the weigh ins taking place at the amphitheatre. The largest of these being the Wolfson Children's Hospital Bass Fishing Tournament which registers five hundred (500) boats. The annual Mug Race sailing regatta, which averages two hundred (200) boats annually, originates in Palatka then sails between Palatka and Orange park. It is estimated approximately two thousand (2,000) boats per month are launched from this facility. Highest usage is typically during the summer, on weekends, and on holidays. The City of Palatka seeks to provide additional launching facilities for boat traffic originating from Palatka and to those boaters traveling on the St. Johns River between Jacksonville and Lake George.

The City of Palatka anticipates that the expanded boat launch facilities will attract a number of additional boaters to the area and alleviate the congestion at the launch facilities due to the high usage. For the past few years the City of Palatka has been aggressively pursuing the redevelopment of its downtown immediately adjacent to the riverfront park associated with this facility. The City of Palatka has completed the first phase of its downtown Riverfront Redevelopment project. This project included improvements to the riverfront park, streetscape and adjacent downtown parcels. Improvements to the park space included a canoe/kayak soft launch, leveling the park space for event space and landscaping improvements. Currently, the City is working with the Georgia Pacific Corporation and the Florida Department of Environmental Protection to construct a 5,500 s.f. environmental education center. The primary focus of this new facility will be to enhance the awareness, knowledge and appreciation of the fascinating history and diverse ecology of the St. Johns River and its system of lakes, creeks and wetlands. The proposed project site is located in a designated Rural Area of Critical Economic Concern, a Community Redevelopment Area and a state designated Enterprise Zone.

Taking into consideration the proximity of the project to redevelopment efforts, the existing high use of the facility and the ever-increasing number of tournaments and boaters the City of Palatka and Putnam County proactively seek to draw to the region, expansion of the boat launch is needed to support the increasing number of users and frequency of use.

Please understand that the City of Palatka will do everything in its' power to work with FWC to implement this phase of the project. Any continued development on the riverfront would prove beneficial to Palatka's overall revitalization efforts. We appreciate your consideration or our request.

c. Approach (Scope of Work): Describe the project's scope of work by providing a list of tasks and deliverables:

- Task 1** – Initiate public awareness campaign to make frequent users aware of the construction project
- Task 2** – Install construction barriers and traffic control measures to close the public launching facility
- Task 3** – Install Type I Floating turbidity barrier to surround any work over water and construction barriers per plan
- Task 4** – Remove existing handrail for proposed handicap ramp to dock 1
- Task 5** – Site demolition of parking facilities
- Task 6** – Surveying, grading and layout
- Task 7** – Stormwater conveyance system installation
- Task 8** – Construct and install floating docks
- Task 9** – Install aluminum gangway to connect floating dock to proposed handicap ramp
- Task 10** – Installation of parking lot base material and asphalt surface
- Task 11** – Installation of curbing, irrigation, landscaping and signage
- Task 12** – Erect FWC funding signage and educational signage per manatee mitigation requirements
- Task 13** – Contractor demobilization and punch list

d. Project Benefits:

Expansion of the boat launch parking facilities and addition of mooring facilities would directly benefit the large number of recreational boaters and tournament fishermen that currently use the site. The expansion would also indirectly benefit the economic vitality of the region and the City of Palatka by:

1. Attracting more visitors to the downtown area
2. Strengthening Palatka's and Putnam County's image as an "Eco" destination with adequate facilities to accommodate that target market.
3. Allow for the continued hosting of bass fishing tournaments that generate revenue for existing businesses and expose Palatka and Putnam County to regional and national audiences.

## V – PROJECT ELEMENTS: BOAT RAMPS & PUBLIC LAUNCHING FACILITIES

a. Type of project:  Engineering / Planning only  Renovation / Repair  New Construction / Expansion

### b. Boat Ramp

Type of ramp:  Asphalt  Concrete  Other \_\_\_\_\_

Number of existing launch lanes to be repaired: \_\_\_\_\_ Number of new/added launch lanes: \_\_\_\_\_

Type of boarding docks:  Fixed wooden  Fixed concrete  Floating Concrete  Other \_\_\_\_\_

Number of existing boarding docks to be repaired/replaced: \_\_\_\_\_ Length of docks: ft. \_\_\_\_\_

Number of new/added boarding docks: \_\_\_\_\_ Length of docks: ft. \_\_\_\_\_

### c. Lifts, Hoists, Marine Railways

Number of lifts or hoists to be repaired / replaced: 0 Maximum length of vessel that can be lifted: 0

Number of new lifts or hoists to be installed / added: 0 Maximum length of vessel that can be lifted: 0

Length of marine railway to be repaired / replaced: 0 ft.

Length of new marine railway to be added: 0 ft.

## VI – PROJECT ELEMENTS: MARINAS & OTHER MOORING FACILITIES (Piers / Docks)

a. Type of project:  Engineering / Planning only  Renovation / Repair  New Construction / Expansion

### b. Docks / In-water slips

Type of dock:  Fixed Wooden  Fixed Concrete  Floating Concrete  Other \_\_\_\_\_

Length of existing docks to be repaired / replaced: \_\_\_\_\_ Number of tie-ups / slips: 20

Length of new docks to be added / installed: 218' Number of tie-ups / slips: 20

### c. Mooring Buoys

Area of mooring field: 0 square feet, or 0 acres

Number of mooring buoys to be repaired / replaced: 0 Number of new mooring buoys to be installed: 0

### d. Dry Storage

Number of existing dry storage slips to be repaired / replaced: 0

Number of new dry storage slips to be constructed: 0

## VII – PROJECT ELEMENTS: AMENITIES

a. Type of project:  Engineering / Planning  Renovate / Repair  New Construction / Expansion

### b. Parking

Type of parking:  Asphalt  Concrete  Other \_\_\_\_\_

Size of parking area: 75,400 square feet, or 1.7 acres

Number of existing boat trailer parking spaces to be refurbished 0      Number of new/added boat trailer parking spaces 80

Number of existing vehicle parking spaces to be refurbished 0      Number of new/added vehicle parking spaces 20

### c. Other amenities:

Restrooms      Describe: \_\_\_\_\_

Access Road: Length of access road: \_\_\_\_\_ yds.      Type of road:  Gravel  Asphalt  Other \_\_\_\_\_

Educational kiosk / signage      Describe \_\_\_\_\_

Pump-out or Dump station

Breakwater/Groin/Jetty/Wave attenuator      Length: \_\_\_\_\_      Describe: \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

## VIII - PERMITS

	Submitted	Approved	N/A
a. Florida Department of Environmental Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Florida Fish and Wildlife Conservation Commission*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. U.S. Army Corps of Engineers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Local and Others (If needed)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

\* For mooring buoy projects, a Florida Uniform Waterway Marker Application must be submitted to FWC prior to submittal of the grant application.

## IX - PROJECT ENGINEERING AND CONSTRUCTION

### a. Who is or will be completing project design/engineering?

- Applicant's Own Staff  
 Consulting Engineers  
 N/A (Materials or Equipment Purchase)  
 Other:

### b. Level of engineering completed at time of application:

- None  
 Conceptual (Master Plan Phase)  
 Preliminary  
 Final (Ready to Bid)

**X – BUDGET**

a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.

Yes, Preliminary

Yes, Final

No

**b. PROJECT COST: NON-CASH MATCH**

Cost Item	Applicant	Other source (List below in Section XI)	Do Not Use This Column	TOTAL
Administration	\$ 25,000	\$		\$ 25,000
Project Management	\$	\$		\$
In-Kind Engineering	\$	\$		\$
In-Kind Labor	\$	\$		\$
In-Kind Materials	\$	\$		\$
In-Kind Equipment	\$	\$		\$
<b>Total Non-Cash Match</b>	<b>\$ 25,000</b>	<b>\$</b>		<b>\$ 25,000</b>

**c. PROJECT COST: CASH FUNDS**

Cost Item	Applicant	Other source (List below in Section XI)	FBIP Grant Request	TOTAL
Administration / Project Management	\$	\$	\$ 50,000	\$ 50,000
Design / Engineering	\$	\$	\$	\$
Permitting	\$	\$	\$	\$
Construction / Repair: Boat Ramps	\$	\$	\$	\$
Construction / Repair: Lifts, Hoists, Marine Railways	\$	\$	\$	\$
Construction / Repair: Piers or Docks	\$ 64,843.75	\$	\$ 253,906.25	\$ 318,750.00
Construction / Repair: Parking	\$ 64,843.75	\$	\$ 160,156.25	\$ 225,000.00
Construction / Repair: Restrooms	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Other:	\$	\$	\$	\$
<b>Total Cash Funds</b>	<b>\$ 129,687.50</b>	<b>\$</b>	<b>\$ 464,062.50</b>	<b>\$ 593,750.00</b>

<b>d. TOTAL COST: non-cash match + cash funds</b>	<b>\$ 154,687.50</b>	<b>\$</b>	<b>\$ 464,062.50</b>	<b>\$ 618,750.00</b>
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## XI – OTHER SOURCE OF FUNDS (Partnerships)

a. Funding source / Agency: \_\_\_\_\_

b. Type of funding:                     Federal grant                     State/Local grant                     Loan

c. Grant Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

d. Approval Status:     Approved             Pending             Intend to Apply, Date: \_\_\_\_\_

a. Funding source / Agency: \_\_\_\_\_

b. Type of funding:                     Federal grant                     State/Local grant                     Loan

c. Grant Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

d. Approval Status:     Approved             Pending             Intend to Apply, Date: \_\_\_\_\_

## XII – ENVIRONMENTAL ASSESSMENT

a. Explain how the project may impact the environment and describe any mitigation or actions proposed to minimize impacts.

The project should not significantly affect the environment. During construction the contractor(s) will be required to comply with the following to minimize any direct or adverse effect on the environment. Contractor(s) shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, particularly the Florida Department of Environmental Protection and Army Corps of Engineers permits. The contractor must comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species, including, but not limited to, the typical manatee conditions for in-water construction. Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained with siltation devices to contain turbidity to ensure state water quality standards are met.

## XIII – BOATER SAFETY

a. Explain how the project may affect boater safety whether positively or negatively.

The reconfiguration of the parking lot should increase the efficiency by which boaters can launch and retrieve their vessels. Currently the configuration of the lot and limited number of parking spots creates multiple pedestrian and vehicular conflicts. The proposed layout would remedy this and separate the intensive use of the ramp with the passive pedestrian use and access of the City Park and Pier. The existing fixed height and minimal number of slips at the City Pier do not make it conducive to mooring small to medium sized vessels. During low tide, boarding boats is extremely difficult due to a difference in elevation. The addition of the floating dock with an ADA accessible ramp will increase the number of slips and allow boaters to safely moor their boats.

## XIV – APPLICATION ATTACHMENTS CHECKLIST

Submit one (1) electronic copy on CD or floppy disk and seven (7) photocopies of the application with attachments.	
<b>--- Required Attachments ---</b>	
<input checked="" type="checkbox"/>	a. <b>Cover Letter:</b> application transmittal cover letter (Identify priority rank with multiple applications).
<input checked="" type="checkbox"/>	b. <b>Application:</b> One (1) application with original signature from authorized individual.
<input checked="" type="checkbox"/>	c. <b>Resolution:</b> An adopted resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant. If the Applicant is applying on behalf of another public entity, then a Memorandum of Understanding between the Applicant and the public entity must also be submitted.
<input checked="" type="checkbox"/>	d. <b>Boundary Map:</b> indicate boundary of the project area.
<input checked="" type="checkbox"/>	e. <b>Site Control Documentation:</b> (e.g. a deed, lease, results of title search, etc. for the project site.)
<input checked="" type="checkbox"/>	f. <b>Existing Condition Photographs</b> (sufficient to depict the physical characteristics of the project area)
<input checked="" type="checkbox"/>	g. <b>Aerial Photographs</b> (marked with the approximate boundaries of the project site)
<input checked="" type="checkbox"/>	h. <b>Navigational Chart:</b> An 8.5" x 11" photocopy of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site.
<b>--- Optional Attachments ---</b>	
<input checked="" type="checkbox"/>	i. <b>Detailed Cost Estimate:</b> Cost estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
<input checked="" type="checkbox"/>	j. <b>Plans:</b> preliminary design/engineering plans (if completed).
<input checked="" type="checkbox"/>	k. <b>Permits:</b> Photocopies of necessary project permit(s) or permit application(s). If exempt, provide notification of exemption from permitting agency.
<input type="checkbox"/>	l. <b>Support/Opposition:</b> Attach letters of known public support or known public opposition.

**APPLICANT SIGNATURE**

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Vernon Myers  
 \_\_\_\_\_  
 Print/Type Name

Mayor  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Applicant Signature

\_\_\_\_\_  
 Date

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

NOTE: Instruction and further information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Procedure Guide or you may contact the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Florida Boating Improvement Program, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call (850) 488-5600; or email [fbip@MyFWC.com](mailto:fbip@MyFWC.com).

*Agenda*  
*Item*

8

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

**ITEM:** First Reading - request to amend Zoning Code Sec. 94-151 to limit sales items in outdoor promotional sales, temporary goods and commodities sales to those items that are customarily offered by the principal use occupying the property, and to require that such sales be associated with the business occupying the property. **DEPARTMENT:** Building & Zoning

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**AGENDA SECTION:** Regular Agenda, requiring Commission action

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**ATTACHMENTS:**

1. Draft Ordinance
2. Planning Board minutes excerpt
3. Planning Board staff report

**MEETING** July 12, 2012  
**DATE:**

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**ISSUE:** This is an administrative request to amend the zoning code to provide limitations to outdoor promotional sales, temporary goods and commodities. Staff has received numerous comments from local businesses, citizens, and elected officials regarding recent outdoor promotional and temporary goods sales that are held by out-of-town businesses. The main concerns related to impacts on local businesses and possible unfair advantages of the out-of-town businesses who do not directly pay property taxes and who do not have a stake in the community.

Please direct questions regarding this request to Thad Crowe at 329-0103 or [tcrowe@palatka-fl.gov](mailto:tcrowe@palatka-fl.gov)

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

**ORDINANCE NO. 12 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA AMENDING SECTION 94-151 TO LIMIT SALES ITEMS IN OUTDOOR PROMOTIONAL SALES AND TEMPORARY GOODS AND COMMODITIES SALES TO THOSE ITEMS THAT ARE CUSTOMARILY OFFERED FOR SALE BY THE PRINCIPAL USE OCCUPYING THE PROPERTY, REQUIRING THAT SUCH SALES BE ASSOCIATED WITH THE BUSINESS OCCUPYING THE PROPERTY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

**WHEREAS**, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on June 5, 2012, and two public hearings before the City Commission of the City of Palatka on July 21, 2012, and August 23, 2012; and

**WHEREAS**, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

**Section 1.** Zoning Code Section 94 shall be amended as follows.

***Sec. 94-200. - Outdoor promotional sales, special event sales and the sale of seasonal or temporary goods and commodities other than farmers markets.***

*(a) & (b): no changes*

*(c) Procedures for review and approval. The planning board may approve a conditional use for the sale of certain goods and commodities which are strictly of a temporary nature, other than for farmers markets,*

in commercial zoning districts where sales of specific goods and commodities are included as permitted or accessory uses, provided the following conditions and requirements are met:

- (1) Such sales shall not be permitted on public rights-of-way; provided, however, that in areas zoned C-3, such sales and displays may be permitted on sidewalks only; and provided, further, that parades and art shows may be permitted on public rights-of-way under such conditions as are otherwise provided by ordinances and policies of the city commission.
- (2) No more than one conditional use per location shall be issued in any given six-month period for seasonal and temporary-type sales, and no more than one conditional use per location shall be issued in any given 90-day period of time for promotional sales.
- (3) Application for a conditional use under the provisions herein shall be reviewed by the planning board to ensure protection of the public health, safety, and general welfare. In addition to normal concerns of the planning board in considering conditional use requests, particular attention shall be given to traffic flow and control, auto and pedestrian safety, and the effect which such use and activity will have on surrounding uses, particularly where the adjoining use is residential.
- (4) The vendor, merchant, or applicant shall be required to remit to the city, following approval of the conditional use by the planning board, a business regulatory fee, which shall be in addition to any occupational license previously applied for or issued by the city, or as required by the city for vendors or merchants operating within the city. The business regulatory fee shall be subject to the following:
  - a. The business regulatory fee shall be based on the real value of goods and commodities offered or displayed for sale, and shall be equal to one-half of one percent of the total real and just value of all goods and commodities offered or displayed, but in no instance shall the business regulatory fee exceed \$1,500.00 for any single sale.
  - b. Proof of real and just value shall be

required to be provided to the city at the time of fee payment. Such proof shall be in the form of an invoice, bill of lading, or other reasonable verification of the actual value of goods and commodities offered for sale.

c. Non-profit and not-for-profit designated charitable or philanthropic organizations, possessing the appropriate Internal Revenue Service designations for corporations exempt from taxes, shall be exempt from the payment of the business regulatory fee, provided that each organization operating as a temporary vendor or merchant provide verification of the designation to the city. Such verification shall be provided prior to initiating the use.

(5) All applicable licenses, fees, and permits, including, but not limited to, special use, tent, and sign permits, shall be required as provided for within this Code. No provision within this section shall render any other section, article, or chapter of this Code as invalid.

(6) Sales of items at outdoor promotional sales and temporary goods or commodities sales shall be limited to items that are customarily offered for sale by the principal use which occupies the property where the sale is to be held, and that only the business or entity occupying the principal structure may sell such merchandise. Financial institutions may host outdoor promotional sales of vehicles.

**Section 2.** To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

**Section 3.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

**PASSED AND ADOPTED** by the City Commission of the City of

Palatka on this 23<sup>rd</sup> day of August, 2012.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

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

## Request to Amend Zoning Code

(Limitations on outdoor promotional sales and temporary goods sales)

Applicant: Building and Zoning Dept.

### STAFF REPORT

**DATE:** May 29, 2012

**TO:** Planning Board Members

**FROM:** Thad Crowe, AICP, Planning Director

#### APPLICATION REQUEST

An administrative request to require that in the case of outdoor promotional sales and temporary goods or commodities sales, sales shall be limited to items that are customarily offered for sale by the principal use which occupies the property where the sale is to be held, and that only the business or entity occupying the principal structure may sell such merchandise. Public notice included legal advertisement.

#### APPLICATION BACKGROUND

Staff has received numerous comments from local businesses, citizens, and elected officials regarding recent outdoor promotional and temporary goods sales that are held by out-of-town businesses. The main concerns relate to impacts on local businesses and possible unfair advantages of the out-of-town businesses who do not directly pay property taxes and who do not have a stake in the community.

#### PROJECT ANALYSIS

Per Section 94-38 of the Zoning Code, the Planning Board must study and consider the proposed zoning amendment in relation to the following criteria (if applicable), which are shown in *italics* (staff response follows each criterion).

*1) When pertaining to the rezoning of land, the report and recommendations of the planning board to the city commission required by subsection (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:*

*a. Whether the proposed change is in conformity with the comprehensive plan.*

Staff Comment: The request does not conflict with goals, objectives, and policies of the Comprehensive Plan.

*b. The existing land use pattern.*

Staff Comment: Not applicable to text changes.

*c. Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Staff Comment: Not applicable to text changes.

*d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Staff Comment: Depending on the scale of the activities, the current more lenient allowance of outdoor and temporary sales could noticeably impact streets with additional traffic.

e. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Comment: Not applicable as this is not a zoning map change.

f. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Comment: The changed conditions of the economic downturn and the resulting difficulties experienced by local businesses support this amendment.

g. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Staff Comment: Protecting local businesses will help to support local jobs and households and therefore positively impact City neighborhoods.

h. *Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Comment: Not applicable.

i. *Whether the proposed change will create a drainage problem.*

j. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Staff Comment: The above criteria are not applicable.

*Whether the proposed change will adversely affect property values in the adjacent area.*

k. *Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Comment: See response to g. above.

m. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Comment: Staff would argue that the current allowance of outdoor sales isolated from and in competition with local businesses is in itself a special privilege, as such uses do not directly pay property taxes and out-of-county employees do not pay sales taxes, both of which go toward supporting the local economy and government.

n. *Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Comment: Not applicable.

o. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Staff Comment: Not applicable.

p. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Comment: Not applicable.

*The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Staff Comment: The above criteria are not applicable.

### **STAFF RECOMMENDATION**

Staff recommends the following revisions to existing Zoning Code Sec. 94-151, with existing text *italicized* and new text *underlined and italicized*.

- (c) *Procedures for review and approval. The planning board may approve a conditional use for the sale of certain goods and commodities which are strictly of a temporary nature, other than for farmers markets, in commercial zoning districts where sales of specific goods and commodities are included as permitted or accessory uses, provided the following conditions and requirements are met:*
- (1) *Such sales shall not be permitted on public rights-of-way; provided, however, that in areas zoned C-3, such sales and displays may be permitted on sidewalks only; and provided, further, that parades and art shows may be permitted on public rights-of-way under such conditions as are otherwise provided by ordinances and policies of the city commission.*
  - (2) *No more than one conditional use per location shall be issued in any given six-month period for seasonal and temporary-type sales, and no more than one conditional use per location shall be issued in any given 90-day period of time for promotional sales.*
  - (3) *Application for a conditional use under the provisions herein shall be reviewed by the planning board to ensure protection of the public health, safety, and general welfare. In addition to normal concerns of the planning board in considering conditional use requests, particular attention shall be given to traffic flow and control, auto and pedestrian safety, and the effect which such use and activity will have on surrounding uses, particularly where the adjoining use is residential.*
  - (4) *The vendor, merchant, or applicant shall be required to remit to the city, following approval of the conditional use by the planning board, a business regulatory fee, which shall be in addition to any occupational license previously applied for or issued by the city, or as required by the city for vendors or merchants operating within the city. The business regulatory fee shall be subject to the following:*
    - a. *The business regulatory fee shall be based on the real value of goods and commodities offered or displayed for sale, and shall be equal to one-half of one percent of the total real and just value of all goods and commodities offered or displayed, but in no instance shall the business regulatory fee exceed \$1,500.00 for any single sale.*
    - b. *Proof of real and just value shall be required to be provided to the city at the time of fee payment. Such proof shall be in the form of an invoice, bill of lading, or other reasonable verification of the actual value of goods and commodities offered for sale.*
    - c. *Non-profit and not-for-profit designated charitable or philanthropic organizations, possessing the appropriate Internal Revenue Service designations for corporations exempt from taxes, shall be exempt from the payment of the business regulatory fee, provided that each organization operating as a temporary vendor or merchant provide verification of the designation to the city. Such verification shall be provided prior to initiating the use.*

- (5) All applicable licenses, fees, and permits, including, but not limited to, special use, tent, and sign permits, shall be required as provided for within this Code. No provision within this section shall render any other section, article, or chapter of this Code as invalid.
- (6) Sales of items at outdoor promotional sales and temporary goods or commodities sales shall be limited to items that are customarily offered for sale by the principal use which occupies the property where the sale is to be held, and that only the business or entity occupying the principal structure may sell such merchandise. Financial institutions may host outdoor promotional sales of vehicles.

through the conditional use process only in the M-1 district. He added that the conditional use process requires a careful evaluation of the location for the use, an important factor given the potential noise impacts of the use as well as issues pertaining to potential soil contamination by lead from bullets.

**Motion** made by Joseph Petrucci and seconded by George DeLoach to approve the request. All present voted affirmative. Motion carried.

**Case 12-29** Administrative request to amend Zoning Code Sec. 94-200 to require that in the case of outdoor promotional sales and temporary goods or commodities sales, sales shall be limited to items that are customarily offered for sale by the principal use which occupies the property where the sale is to be held, and that only the business or entity occupying the principal structure may sell such merchandise.

Mr. Crowe gave a brief overview of the request, stating that the Zoning Code is pretty tough on outdoor activities. There are four types allowed; farmers markets, outdoor promotional sales, special event sales, the sale of seasonal or temporary goods and commodities. He explained that several comments were made by local businesses and citizens and a request was made by the City Commission for staff to look into revising the regulation to protect local businesses from out-of-town interest. Staff approached this change from a zoning standpoint, with regulations that tie outdoor activities to the principal use. He said this amendment would only apply to outdoor promotional sales and temporary goods and that the sale would have to be tied to the business in which the temporary sale is taking place, and would be limited to items that are customarily offered for sale by the principal use. He recommended approval of the request, exempting local financial institutions such as Credit Unions or Banks from the requirement that the products for sale be sold at that property, but they would still have to be a sponsor or be in charge of the sale.

**Motion** made by Daniel Sheffield and seconded George DeLoach to recommend approval of the amendment to the City Commission with staff recommendations. The vote was four yeas and two nays. Motion carried.

**Case 12-33** Administrative request to amend Comprehensive Plan Future Land Use Element Policy A.1.9.3 to remove height limitations for structures within future land use map categories.

Mr. Crowe advised that the Zoning Code and the Comprehensive Plan do not match do not match in terms of height limitations and that the Comprehensive Plan is really a vision document and the development standards are a more appropriate place for these types of details.

**Motion** by Joseph Petrucci and seconded by Anthony Harwell to approve the request as submitted. All present voted affirmative. Motion carried.

The Board asked that Mr. Crowe research the Zoning height limitations and bring back to the Board at a later date for consideration.

**Case 12-31** Administrative request to amend Comprehensive Plan Public Facilities Element Policy D.1.2.1 to provide for exceptions, based on economic development and system efficiency considerations, to the requirement that properties receiving City water or sewer that are contiguous to the city limits be annexed, and the requirement that properties receiving City sewer service be within the City limits.

*Agenda  
Item*

9

CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM

*2nd*

ITEM: First Reading - request to amend  
Planning Code to amend various  
sections of Historic Preservation  
ordinance

DEPARTMENT: Building & Zoning

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AGENDA SECTION: Regular Agenda, requiring Commission action

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ATTACHMENTS: 1. Draft Ordinance \*  
2. CLG Ordinance checklist  
3. Historic Preservation Board minutes excerpt  
4. Historic Preservation Board Staff Memo

MEETING DATE: June 28, 2012

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**ISSUE:** The City Commission has directed Staff to pursue Certified Local Government designation, which is a formal partnership with the Florida State Historic Preservation Office and the National Park Service. The City already meets most criteria for CLG designation, such as a base level of protection for designated local historic properties through a design review program for renovation and new construction in historic districts, an inventory of historic properties, and an active historic preservation board. CLG designation also requires a number of elements within a City's historic preservation ordinance. Staff has developed draft revisions to address these elements, and these revisions were reviewed by the Historic Preservation Board at their June 7 meeting, receiving a recommendation of approval from this board. The revised ordinance is attached with this memo, with underlining indicated new text. The CLG checklist is also included with references to the ordinance.

Please direct questions regarding this request to Thad Crowe at 329-0103 or [tcrowe@palatka-fl.gov](mailto:tcrowe@palatka-fl.gov)

\* Ordinance as amended on  
1st reading 6-28-12

Certified Local Government Ordinance Internal Checklist

APPLICATION FOR CERTIFICATION

B.1. Requirements of Ordinance

Requirements	Ordinance Citation
a) Purpose clearly stated	<u>Sec. 54-71(a), (b)</u>
b) Authority for appointment of suitable commission	<u>Sec. 54-76(a)</u>
c) Criteria for designation of historic properties clearly defined (shall be based on and consistent with the criteria used by the National Register)	<u>Sec. 54-77(2)</u>
d) Clearly defined process for designation of historic properties including the consequences of designation	<u>Sec. 54-77</u>
e) Boundaries for historic districts and individual properties identified in the ordinance are clearly established	<u>Sec. 54-81</u>
f) Authority for the Review Commission to review and render a decision on all proposed alterations, demolitions, relocations, and new construction within the boundaries designated by the ordinance or which directly affect designated properties	<u>Sec. 54-78</u>
g) Provisions for the delay of demolitions, but not for the indefinite stay of a demolition	<u>Sec. 54-79(b)(4)</u>
h) Criteria for the review of proposals for alterations, new construction, relocations and demolitions clearly set forth in the ordinance (alterations shall achieve the purpose of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings)	<u>Sec. 54-79</u>
i) Provisions for enforcing decisions	<u>Sec. 54-73(c)</u>
j) Penalties for non-compliance	<u>Sec. 54-73</u>
k) Specific time frames for reviews	<u>Sec. 54-78(b)</u>
l) Right of appeal	<u>Sec. 54-74</u>
m) Specific time frames for consideration of development proposals	<u>Sec. 54-78(b)</u>

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## B.2. Commission

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Requirements	Ordinance Citation
a) Minimum of five (5) members (minimum of three (3) members if a population less than 10,000) (Not Applicable)	<u>Sec. 54-76(c)</u>
b) Area of geographic responsibility coterminous with the boundaries of local jurisdiction	<u>Sec. 54-71(a)</u>
c) Appointments made by appropriate local official or appropriate governing body	<u>Sec. 54-76(c)</u>
d) Commission members residents of the jurisdiction which they serve	<u>New Sec. 54-76(c)</u>
e) Terms of office staggered	<u>New Sec. 54-76(d)(5)</u>
f) Terms of office at least two (2) years, but not more than five (5) years	<u>Sec. 54-76(d)(1)</u>
g) Provisions by appropriate local official or appropriate governing body to fill vacancies within sixty (60) days	<u>New Sec. 54-76(d)(5)</u>
h) Provisions for at least four (4) meetings per year at regular intervals	<u>New Sec. 54-76(e)(5)</u>
i) Provisions for recording minutes of each meeting	<u>New Sec. 54-76(e)(4)</u>
j) Provisions for Commission to attend pertinent informational or education meetings, workshops and conferences	<u>New Sec. 54-76(f)(13)</u>
k) Provisions for Commission review of proposed National Register nominations within its jurisdiction	<u>New Sec. 54-76(f)(14)</u>
l) Provisions for seeking expertise on proposals or matters requiring evaluation by a profession not represented on the Commission	<u>New Sec. 54-76(f)(15)</u>
m) Staff sufficient to undertake the requirements for certification and carry out delegated responsibilities	<u>New Sec. 54-73(c)</u>
n) Rules of Procedure adopted by Commission	<u>Draft developed</u>
o) Commission responsibilities complementary to those of the State Historic Preservation Office	<u>New Sec. 54-76(f)</u>

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### B.3. Survey and inventory of Historic Properties

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Requirements	Ordinance Citation
a) Provisions to initiate and continue an approved process of identification of historic properties within the jurisdiction of the Commission (inventory materials shall be compatible with the Florida Site File)	<u>New Sec. 54-76(f)(16)</u>
b) Provision to maintain a detailed inventory of designated districts, sites and structures within the jurisdiction of the Commission	<u>New Sec. 54-76(f)(16)</u>
c) Inventory material open to the public	<u>New Sec. 54-76(f)(16)</u>
d) Provisions to update inventory materials periodically	<u>New Sec. 54-76(f)(16)</u>
e) Assurance that duplicates of all inventory materials will be provided to the State Historic Preservation Office	<u>New Sec. 54-82(5)</u>
f) Provisions to encourage the Commission members to participate in survey and planning activities of the Certified Local Government	<u>New Sec. 54-76(f)(17)</u>

### B.4. Public Participation

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Requirements	Ordinance Citation
a) Provisions that Commission meetings will be publicly announced	<u>New Sec. 54-76(e)(4)</u>
b) Provisions that Commission meetings will be open to the public	<u>New Sec. 54-76(e)(4)</u>
c) Provisions that Commission meetings will have a previous advertised agenda	<u>New Sec. 54-76(e)(4)</u>
d) Provisions to make meeting records available to the public	<u>New Sec. 54-76(e)(4)</u>
e) Provisions that all Commission decisions will be given in a public forum	<u>New Sec. 54-76(e)(4)</u>
f) Rules of Procedure adopted by the Commission must be available for public inspection	<u>New Sec. 54-76(f)(11)</u>
g) Provisions assuring that appropriate local officials, owners of record, and applicants shall be given a minimum of 30 calendar days and not more than 75 calendar days prior notice to Commission meetings in which to comment on or object to the listing of a property in the National Register	<u>New Sec. 54-77(6)</u>
h) Objections by property owners must be notarized to prevent nomination to the National Register	<u>New Sec. 54-74</u>
g) Provisions for public and owner notification for designation and project reviews	<u>Sec. 54-77(3)</u>
j) Provisions for public hearings for designations and project	<u>New Sec. 54-78(e)</u>

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## B.5. Satisfactory Performance

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Requirements	Ordinance Citation
a) Provide the State Historic Preservation Officer with thirty (30)calendar days prior notice of all meetings	<u>New Sec. 54-82(1)</u>
b) Submit minutes of each meeting to the State Historic Preservation Officer within thirty (30) calendar days	<u>New Sec. 54-82(2)</u>
c) Submit record of attendance of the Review Commission to the State Historic Preservation Officer within thirty (30) calendar days after each meeting	<u>New Sec. 54-82(2)</u>
d) Submit public attendance figures for each meeting to the State Historic Preservation Officer within thirty (30) calendar days of each meeting	<u>New Sec. 54-82(2)</u>
e) Notify the State Historic Preservation Officer of change in Commission membership within thirty (30) calendar days of action	<u>New Sec. 54-82(3)</u>
f) Notify State Historic Preservation Officer immediately of all new historic designations or alterations to existing designations	<u>New Sec. 54-82(4)</u>
g) Submit amendments to ordinance to the State Historic Preservation Officer for review and comment at least thirty (30) calendar days prior to adoption	<u>New Sec. 54-82(7)</u>
h) Submit an annual report by November 1 covering activities of previous October 1 through September 30	<u>New Sec. 54-82(6)</u>
i) Information to be included in annual report (at a minimum) <ol style="list-style-type: none"><li data-bbox="175 1245 691 1283">1) A copy of the Rules of Procedure</li><li data-bbox="175 1283 808 1320">2) A copy of historic preservation ordinance</li><li data-bbox="175 1320 691 1358">3) Resume of Commission members</li><li data-bbox="175 1358 621 1396">4) Changes to the Commission</li><li data-bbox="175 1396 558 1434">5) New Local designations</li><li data-bbox="175 1434 618 1472">6) New National Register listings</li><li data-bbox="175 1472 1201 1530">7) Review of survey and inventory activity with a description of the system used</li><li data-bbox="175 1530 865 1568">8) Program report on each grant-assisted activity</li><li data-bbox="175 1568 618 1606">9) Number of projects reviewed</li></ol>	<u>New Sec. 54-82(6)</u>

**C.1. Procedures (Certification material contained in this submission)**

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**Requirements**

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|--|-----|
| a) A written assurance by the chief elected local official that the local government will fulfill all of the requirements of certification                           | Yes |
| b) A copy of the local legislation   | Yes |
| c) A map of the area of jurisdiction of the Commission with any and all existing designated historic districts and individual historic properties clearly identified | Yes |
| d) A copy of the Commission's Rules of Procedure   | Yes |
| e) Resumes for each member of the Commission   | Yes |
| f) Resumes for Commission staff members  | Yes |

**Certification**

I hereby certify that I have read the Florida Certified local Government Guidelines and agree to comply with all terms and conditions set forth therein.

---

Vernon Myers, Mayor

This instrument prepared by:  
Thad Crowe, AICP  
201 N 2<sup>nd</sup> Street  
Palatka, Florida 32177

ORDINANCE NO. 12-

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 54 OF THE MUNICIPAL CODE (PLANNING, HISTORIC PRESERVATION) OF THE CITY OF PALATKA, FLORIDA PERTAINING TO INVENTORY OF HISTORIC PROPERTIES, PUBLIC PARTICIPATION, RULES OF PROCEDURE, AND REPORTING ACTIVITIES TO THE STATE HISTORIC PRESERVATION BOARD, WITH THE INTENT OF MEETING MINIMUM STANDARDS FOR A CERTIFIED LOCAL GOVERNMENT AS DESIGNATED BY THE FEDERAL AND STATE GOVERNMENTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Commission has determined it is in the best interests of the City of Palatka to partner with the State of Florida State Historic Preservation Office and the National Park Service as a Certified Local Government; and

**WHEREAS**, the Certified Local Government program requires the local historic preservation ordinance to meet certain minimum standards pertaining to the inventory of historic properties, public participation, and reporting activities to the State, and the City has determined that such changes are also in the best interests of the City of Palatka; and

**WHEREAS**, application has been made by the Building and Zoning Department, to the City for such amendments to the Planning Code of the City of Palatka, Florida; and

**WHEREAS**, all the necessary procedural steps have been accomplished, including a public hearing before the Historic Preservation Board of the City of Palatka on June 7, 2012, and two public hearings before the City Commission of the City of Palatka

on June 28, 2012, and July 21, 2012; and

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

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

Section 1. That the portion of the City of Palatka Municipal Code designated as Chapter 54, Article III (Planning, Historic Districts) shall be amended as shown in the attached Exhibit 1.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

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

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 22<sup>nd</sup> day of March, 2012.

CITY OF PALATKA

BY: \_\_\_\_\_  
Its MAYOR

ATTEST:

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

EXHIBIT 1  
PART II - MUNICIPAL CODE  
Chapter 54 - PLANNING  
ARTICLE III. - HISTORIC DISTRICTS

- Sec. 54-71. - Intent and purpose of article.
- Sec. 54-72. - Definitions.
- Sec. 54-73. - Enforcement; penalties.
- Sec. 54-74. - Appeals.
- Sec. 54-75. - Relationship of article to comprehensive plan.
- Sec. 54-76. - Historic preservation board.
- Sec. 54-77. - Procedure for creation of districts and sites.
- Sec. 54-78. - Certificate of appropriateness required; procedure for issuance.
- Sec. 54-79. - Criteria for decisions on certificate of appropriateness.
- Sec. 54-80. - Proper maintenance of structures required.
- Sec. 54-81. - District boundaries.
- Sec. 54-82. - Coordination with the State Historic Preservation Office.
- Secs. 54-83 - 54-110. - Reserved.

**Sec. 54-71. - Intent and purpose of article.**

- (a) The structures within the city provide visual evidence of the city's significant role in the economic, political and architectural development of northeast Florida, wherein the city for a substantial period in the 19th and 20th centuries occupied a prominent place in a regional tourist and industrial economy. The city has provided the state with political, economic and social leadership, whose values and position is reflected in the structures its members sponsored. The historic districts and sites of the city represent in the homogeneity of their architectural forms the city's legacy of prominence and possess a distinctiveness of character in the visual interrelationship and congruity of their separate elements, the maintenance of each of which is vital to all.
- (b) In recognition of the importance of the city's heritage:
  - (1) It is hereby declared as a matter of public policy that the protection, enhancement and perpetuation of properties of historic, cultural and aesthetic merit are in the interest of the health, morals, prosperity and general welfare of the people of the city. Therefore, the purpose of this article is to:
    - a. Effect and accomplish the protection, enhancement and perpetuation of districts, structures and sites which represent distinctive elements of the city's cultural, social, economic, political and architectural history;

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- b. Foster civic pride in the accomplishments of the past;
  - c. Enhance the city's appeal to visitors and thereby support and stimulate the economy;
  - d. Protect and enhance property values as a means of stabilizing historic districts and sites of the city; and
  - e. Promote the use of historic districts and sites for the education, pleasure and welfare of the people of the city.
- (2) It is further declared that the purposes of this article are to:
- a. Retain and enhance those properties which contribute to the character of the historic districts and to encourage their adaptation for current use and to ensure that alterations of existing structures are compatible with the character of the historic districts; and
  - b. Ensure that new construction and subdivision of lots in historic districts are compatible with the character of the historic districts.

(Code 1981, § 14-51)

**Sec. 54-72. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alteration* means all construction, demolition, relocation or change in appearance of the exterior of a structure. This includes but is not limited to major landscaping; using different roofing or siding material; replacing, eliminating or adding doors, door frames, windows, window frames, shutters, fences, railings, porches, balconies, dormers or other ornamentation; or internal alterations. This shall not include repainting with the same or a similar color, but may include extreme variation in color if such repainting is visible from a public right-of-way.

*Area* means a clear or open space of land, the enclosed space or location on which a structure stands or could stand.

*Board* means the historic preservation board of the city created by this article.

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*Certificate of appropriateness* means a document evidencing approval of the architectural review board for work proposed by an applicant.

*Commission* means the city commission.

*Demolition* means the act or process of removing all or part of a structure.

*Designation report* means a document that establishes and defines the historic character and significance of the proposed district, setting forth the criteria upon which the designation and boundaries are based and describing improvements of significance to the district. The report identifies exterior features of each structure that contribute to the district. The report includes a map that identifies the boundaries of the district. The boundaries shall in general circumscribe all appropriate properties that contribute to the significance of the district.

*District* means a geographically definable area, urban or rural, possessing a significant concentration, linkage or continuity of sites, buildings, structures or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history.

*Ordinary maintenance or repair* means work done to prevent deterioration of a structure or to correct any minor deterioration or decay of a structure or any part thereof by restoring the structure as nearly as practicable to its condition prior to such deterioration or decay.

*Relocation* means the moving of a structure to a new location or position.

*Resources* means districts, sites, buildings and structures.

*Site* means the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined or vanished, where the location itself maintains a historical or archeological value regardless of the value of any existing structures.

*Structure* means a work made up of interdependent and interrelated parts in a definitive pattern or organization. Constructed by man, it is often an engineering project large in scale.

(Code 1981, § 14-52)

**Cross reference**— Definitions generally, § 1-2.

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**Sec. 54-73. - Enforcement; penalties.**

- (a) *Stop work orders.* A stop work order shall be issued by the building official in any case where work has commenced or preparation for work has commenced, if no certificate of appropriateness has been obtained where one is required by section 54-78. The stop work order shall be issued to the owner, the occupant, or any person commencing work or preparation for work in violation of this article. The stop work order shall remain in full force and effect until a certificate of appropriateness has been obtained or it has been determined by the board that no certificate of appropriateness has been obtained where one is required by section 54-78
- (b) *Penalties.*
- (1) Any person who violates any provision of this article shall be punished as provided by section 1-10
  - (2) Any person who files with the board any application or request for a certificate of appropriateness and who refuses to furnish, upon demand by the board, any information relating to such application or request, or who willfully makes any false statement in such application or request, or who, upon such demand, willfully furnishes false information to the board, shall be punished as provided by section 1-10
- (c) *Administration.* The Planning Director shall implement and enforce this ordinance, and shall have knowledge in the areas of historic preservation and planning.

(Code 1981, § 14-58)

**Sec. 54-74. - Appeals.**

Any person aggrieved by a decision of the board may, within 15 days thereafter, apply to the city commission for a review of the board's decision. Such application must be filed with the city manager in writing. Objections by property owners to National Register nomination(s) must be notarized to be included in the record.

(Code 1981, § 14-59)

**Sec. 54-75. - Relationship of article to comprehensive plan.**

This article implements and furthers the following objectives and policies of the city comprehensive plan 2005:

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(1) 2.1, Future land use element:

- a. Policy A.1.4.
- b. Policy A.1.5.
- c. Policy A.1.5.1.
- d. Policy A.1.5.2.
- e. Policy A.1.5.3.
- f. Policy A.1.5.4.
- g. Policy A.1.5.5.
- h. Policy A.1.9.3.

(2) 2.2, Housing element:

- a. Objective C.1.5.
- b. Policy C.1.5.1.
- c. Policy C.1.5.2.
- d. Policy C.1.5.3.

(Code 1981, § 14-60)

**Sec. 54-76. - Historic preservation board.**

- (a) *Established.* There is hereby created an historic preservation board of the city.
- (b) *Purpose.* The responsibility for carrying out the aims of the article and for preserving and enhancing the character of the districts and sites is hereby invested in the historic preservation board.
- (c) *Membership; compensation of members.* The board shall be composed of seven members and one alternate. Members shall be appointed by the city commission and the majority of members shall be residents of the City. Whenever possible, with preference given to property owners within the designated historic districts, the members shall include:
  - (1) An architect;
  - (2) A property owner within the North Historic District;
  - (3) A property owner within the South Historic District;

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- (4) A representative of the Putnam County Historical Society;
- (5) A contractor;
- (6) A real estate broker; and
- (7) An attorney.

Members shall be selected on the basis of their interest in preserving historic districts and sites, and they shall serve without compensation.

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

- (1) All members are appointed for three-year terms.
- (2) Members may be reappointed for consecutive terms.
- (3) The city commission may remove members for just cause.
- (4) If a vacancy occurs, a new appointment shall be made by the city commission for the unexpired term within 60 days, whenever practicable.
- (5) Members shall have staggered terms of office. Four members shall begin their terms in the month of November and remaining members shall begin their terms in the month of March.

(e) *Officers; meetings.*

- (1) At their first meeting, the appointed board members shall elect officers, who shall serve for terms of one year.
- (2) A majority of the members of the board shall constitute a quorum.
- (3) The board shall adopt rules for the transaction of its business and consideration of petitions or applications. The rule-making power of the board shall not be final. All rules or regulations will be submitted to the city commission for review prior to final adoption.
- (4) All meetings of the board shall be publicly announced and open to the public, with a previously advertised agenda, and all decisions of the board shall be made at such meetings. A public record shall be kept of the board's resolutions, proceedings and actions and made available to the public.
- (5) The board shall meet at least four times per year at regular intervals at the call of the chairperson and at such times as

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- (6) The board may call special meetings according to the rules and procedures adopted by the board.
- (f) *Duties.* The board shall carry out a historic preservation program that is complementary to that of the State Historic Preservation Office. It shall be the duty of the board to:
- (1) Recommend to the city commission, by means of designation reports, the establishment of historic districts and sites.
  - (2) Review petitions for certificates of appropriateness required under section 54-78
  - (3) Develop programs to stimulate public interest in urban/neighborhood conservation and participate in the adaptation of existing codes, ordinances, procedures and programs to reflect policies and goals designed to conserve historic districts and sites.
  - (4) Explore and advise property owners concerning funding and grant sources which might be available for the identification, protection, enhancement, perpetuation and use of historic, architectural, archaeological and cultural resources.
  - (5) Cooperate with the agencies of city, county, regional, state and federal governments in planning proposed and future projects to reflect the concerns and policies expressed in this article; and assist, as a consultant, in the development of proposed and future land use plans.
  - (6) Advise property owners and local governmental agencies concerning the proper protection, maintenance, enhancement and preservation of resources designated under this article.
  - (7) Advise the city commission concerning the effects of local governmental actions on resources designated or that appear to qualify for designation under this article.
  - (8) Conduct regular public meetings and call special meetings.
  - (9) Recommend to the building official the issuance of a stop work order when it appears that there has not been compliance with the requirements of section 54-78
  - (10) Otherwise further the objectives and purposes defined in section 54-71

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section 54-71

- (11) Develop rules and procedures necessary to implement its powers and duties consistent with the provisions of this article, and make these rules and procedures available for public inspection.
- (12) Report to the city commission concerning the board's activities at least once a year.
- (13) Attend pertinent informational or educational meetings, workshops and conferences when possible.
- (14) Review proposed National Register nominations within the jurisdiction of the board.
- (15) Seek expertise on proposals or matters requiring evaluation by a professional not represented on the board.
- (16) Continue identifying historic properties and maintain a detailed inventory of designated districts, sites and structures within the jurisdiction of the board and compatible with the Florida Master Site File. Update inventory materials periodically and allow inventory materials to be open to the public.
- (17) Participate in historic survey and planning activities.
- (18) Give all board decisions in a public forum. (Code 1981, § 14-53; Ord. No. 02-01, § 1, 1-10-2002; Ord. No. 09-25, § 1, 5-28-2009; Ord. No. 09-34, § 1, 8-27-2009)

**Sec. 54-77. - Procedure for creation of districts and sites.**

The city commission shall designate by ordinance historic districts and sites, utilizing the following procedure:

- (1) Such designation shall be considered upon recommendation from the historic preservation board acting upon its own discretion or upon petition from a property owners.
- (2) The recommendation of the board, in the form of a designation report, shall be based on an adequately documented comprehensive survey performed according to the general standards established by the state historic preservation office and shall adhere to the guideline criteria established for listing in the National Register of Historic Places. The

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historic district recommended by the board shall be one possessing particular historic, architectural or cultural significance, which:

- a. Is associated with events that have made a significant contribution to the broad patterns of our history;
  - b. Is associated with the lives of persons significant in our past;
  - c. Embody the distinctive characteristics of a type, period or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
  - d. Have yielded, or may be likely to yield, information important in prehistory or history.
- (3) The recommendation prepared by the historic preservation board shall be preceded by a public hearing conducted by the board at which any property or agent or attorney may appear. Such public hearing shall provide for the following:
- a. Notice of the public hearing shall be given at least 15 days in advance of the hearing date.
  - b. The owner of the property for which the historic designation is sought, or his agent or attorney designated by him in his petition, shall be notified by mail. Notice of the public hearing shall be advertised in a newspaper of general circulation in the city at least one time at least 15 days prior to the public hearing. Notice shall be given by certified mail to all owners of property within 150 feet of the boundary lines of the property for which the historic designation is requested; provided, however, that where the applicant is the owner of land not included in the applicant's application and such land that is not included in the application is a part of or adjoins the parcel for which the request is made, the 150-foot requirement shall be measured from the boundaries of the applicant's ownership, including the land not covered by the applicant's application. For purposes of this provision, owners of adjacent or nearby properties within the distance set out shall be deemed those whose names appear on the latest available tax rolls of the city.

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Failure of a property owner to receive mail notice shall not invalidate the hearing or subsequent action related thereto.

- (4) The board shall submit its recommendation in the form of a designation report to the city commission within 60 days from the date of the public hearing. The recommendation shall be advisory only and shall not be binding upon the city commission.
- (5) Upon receipt of the recommendation and designation report from the board, the city commission shall hold a second public hearing with notice to be given pursuant to the provisions of general law.
- (6) The appropriate local officials, owners of record, and applicants shall be given a minimum of 30 calendar days and not more than 75 calendar days prior notice of board meetings in which to comment on or object to the listing of a property in the National Register. (Code 1981, § 14-54)

**Sec. 54-78. - Certificate of appropriateness required; procedure for issuance.**

- (a) *Submission of plans.* A certificate of appropriateness shall be required to erect, construct or alter a structure or sign located or to be located in a historic district. Every application for a certificate of appropriateness shall be accompanied by plans for the proposed work. As used in this section, the term "plans" shall mean drawings or sketches with sufficient detail to show interior and exterior architectural design of the structure or sign (both before and after the proposed work is done in the cases of altering, repairing or demolishing a structure), including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, walks, terraces, paintings, accessory structures, signs, lights, awnings, canopies and other appurtenances. Such plans shall be promptly forwarded by the building official to the board.
- (b) *Review of plans; action by board.* The board shall hold a public hearing at its regularly scheduled meeting or a special meeting to promptly review such plans and shall render its decision on issuing a certificate of appropriateness on or before 60 days from the date that plans are submitted by the building official to the board.
- (c) *Notification of decision; issuance of building permit.*

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- (1) Upon receiving the order of the board, the secretary of the board shall thereupon notify the applicant and the building official of the decision of the board. If the board shall have approved the plans, and has issued a certificate of appropriateness, and if all other requirements of the city have been met, the building official may issue a permit for the proposed structure or sign. If the board shall have disapproved the plans, the building official shall not issue such permit.
  - (2) In a case where the board has disapproved the plans, and denied a certificate of appropriateness, the secretary of the board shall furnish the applicant and the building official with a copy of the board's written order, together with a copy of any recommendations for changes necessary to be made before the board will reconsider the plans.
- (d) *Failure of board to review plans.* If no action upon the plans submitted to the board by the building official has been taken upon the expiration of 60 days from the time specified in subsection (b) of this section such plans shall be deemed to have been approved and such applicant shall receive a certificate of appropriateness. If all other applicable requirements of the city have been met, the building official may issue the permit.
- (e) *Notice of public hearing.* Notice of the public hearing shall be given at least 10 days in advance of the public hearing. The owner of the property for which the conditional use is sought, or his agent or attorney designated by him in his petition, shall be notified by mail. Notice of the public hearing shall be prominently posted on the property for which the conditional use is sought. Notice shall be given by mail to all owners of property within 150 feet of the boundary lines of the property for which the conditional use is requested; provided, however, that where the applicant is the owner of land not included in the applicant's application and such land that is not included in the application is a part of or adjoins the parcel for which the request is made, the 150-foot requirement shall be measured from the boundaries of the applicant's ownership, including the land not covered by applicant's application. For purposes of this subsection, owners of adjacent or nearby properties within the distance set out shall be deemed those whose names appear on the latest available tax rolls of the city. Failure of a property owner to receive mail notice shall not invalidate the hearing or subsequent action related thereto.

(Code 1981, § 14-55)

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**Sec. 54-79. - Criteria for decisions on certificate of appropriateness.**

- (a) *General considerations.* In reviewing an application for a certificate of appropriateness, the board shall consider the design and appearance of the structure, including the interior, front, sides, rear and roof; materials, textures and colors; and plot plan or site layout, including features such as walls, walks, terraces, plantings, accessory structures, signs, lights, awnings, canopies and other appurtenances. The decision to issue or not to issue the certificate shall be based on the conformance of the proposed work to the Secretary of the Interior's Standards for Rehabilitation. When reviewing a certificate of appropriateness for relocation of a structure, consideration will be given to the immediate surroundings and to the district in which it is located or to be located. The board shall not exercise any control over land use, such as is governed by the zoning ordinance, or over construction, such as is governed by the building code, unless such control is within the intent and scope of this article.
- (b) *Specific rules governing decisions.* Before approving the plans for any proposed structure or signs located or to be located in a district, the board shall find:
- (1) In the case of a proposed alteration or addition to an existing structure, that such alteration or addition will not materially impair the architectural or historic value of the structure.
  - (2) In the case of a proposed new structure, that such structure will not, in itself or by reason of its location on the site, materially impair the architectural or historic value of a structure on adjacent sites or in the immediate vicinity.
  - (3) In the case of a proposed new structure, that such structure will not be injurious to the general visual character of the district in which it is to be located.
  - (4) In the case of the proposed demolition of an existing structure, that the removal of such structure will not be detrimental to the historic and architectural character of the district, or that, balancing the interest of the city in preserving the integrity of the district and the interest of the owner of the property, approval of the plans for demolition is required by considerations of reasonable justice and equity; in the latter event the board shall issue an order postponing demolition for a period of not to exceed three months. If the board concludes that the demolition should be postponed, it shall, before

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issuing any final order with respect to such postponement, afford the applicant an opportunity to appear before the board to offer any evidence he may desire to present concerning the proposed order. Within the period of postponement, the board shall consult with the Putnam County Historical Society board of directors and others to ascertain what the city or other agency or organization may do to preserve such structure and shall make recommendations to that effect to the city commission or otherwise cause the structure to be preserved. This article shall not apply to any permit for demolition which had been applied for, in proper form, prior to the effective date of the ordinance from which this article is derived.

- (5) In the case of any proposed new or altered sign, that the sign will not materially impair the architectural or historic value of any structure to which it is attached, or any adjacent structure, and that such sign is consistent with the following provisions:
- a. Within the district, signs protruding into or overhanging the public right-of-way are permitted subject to removal on 30 days' notice if the city actually requires the space for any public purpose. Such signs must be of a character and size consistent with maintenance of the district. Existing overhanging signs are hereby approved and will not require further board approval.
  - b. Rooftop signs are prohibited. Provided the business for which the sign is erected continues to function, existing signs violating this provision may continue in use for a period of five years. Upon application to and approval by the board, such existing signs may be permitted to remain in place for a longer period if the board finds that the sign is consistent with the district.
  - c. Whirling or flashing signs are prohibited, but may be installed as special exceptions, after application to and approval of the board, if the board finds that such sign is consistent with the block where it is to be erected. Existing whirling or flashing signs shall be subject to the same rules as are set out in this section for rooftop signs.
  - d. On application to and approval of the board, rules relating to the number and size of signs may be waived for grand

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openings, special sales, seasonal promotions, going out  
of business sales and similar occasions.

- (c) *Form of decision.* Every decision of the board, in passing upon plans for structures or signs located or to be located in the district, shall be in the form of a written order stating the findings of the board, its decision and the reasons therefor.
- (d) *Recommendations for changes in plans.* The board shall not disapprove any plans without giving its recommendations for changes necessary to be made before the plans will be reconsidered. Such recommendations may be general in scope, and compliance with them shall qualify the plans for reconsideration by the board.

(Code 1981, § 14-56)

**Sec. 54-80. - Proper maintenance of structures required.**

Neither the owner of, nor the person in charge of, a structure within a historic district shall permit such structure to fall into a state of disrepair which may result in the deterioration of exterior appurtenances or architectural features so as to produce or tend to produce, in the judgment of the board, a detrimental effect upon the character of the district as a whole or the life and character of the structure in question.

(Code 1981, § 14-57)

**Sec. 54-81. - District boundaries.**

- (a) *North historic district.* The boundaries of the north historic district shall be as follows:

Palatka North Historic District

(Note: For purposes of this description, the town plan is assumed to be oriented due north/south.)

A tract of land lying in the city more particularly described as follows: Beginning at an intersection of the southerly line of BK 66 P 462, and the westerly shore of the St. Johns River; thence run westerly along the southerly line of said BK 66 P 462 to the easterly Right-of-Way (R.O.W.) of North First Street; thence southerly along said R.O.W. to intersect with the easterly projection of the southerly line of BK 79 P 285; thence westerly along said projection to the southwest corner of BK 174 P 176; thence northerly along westerly line of said BK 174 P 176 to the southerly R.O.W. of Madison Street; thence westerly to the northwest corner of Block 5 as platted in Dick's map of Palatka in MB 2 P 46; thence

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southerly along the westerly line of Block 5 and extended to intersect with the southerly R.O.W. of Main Street; thence westerly along said R.O.W. to intersect the westerly R.O.W. of North Fourth Street; thence northerly along said R.O.W. to intersect the southerly R.O.W. of Madison Street; thence westerly along said R.O.W. to intersect the westerly R.O.W. of North Fifth Street; thence northerly along said R.O.W. to intersect a westerly projection of the northerly line of Block 20 (a.k.a. Merry Days resubdivision of part of Block 20 as platted in MB 1 P 100); thence southeasterly along said projection and along northerly line of said Block 20 to the westerly R.O.W. of North Fourth Street; thence southeasterly to the easterly R.O.W. of North Fourth Street at a point that is the westerly projection of the northerly line of OR 118 P 611; thence along said projection to the northeast corner of said OR 118 P 611; thence southeasterly to intersect the easterly R.O.W. of North 3rd Street and the north boundary of Sunny Point subdivision as platted in MB 3 P 180; thence northeasterly, southeasterly and southwesterly along said Sunny Point subdivision to the most northerly corner of BK 149 P 21; thence southerly along the easterly line of said BK 149 P 21 and extended to the northwest corner of BK 211 P 245; thence easterly along northerly line of said BK 211 P 245 and extended to the easterly R.O.W. of North Second Street (also being the westerly line of BK 228 P 250); thence southerly along said R.O.W. to the southwest corner of said BK 228 P 250; thence easterly along said R.O.W. to the southwest corner of said BK 228 P 250; thence easterly along the southerly lines of BK 228 P 250, BK 214 P 267 and BK 218 P 278 to the southeast corner thereof; thence southerly along the westerly line of BK 160 P 169, BK 174 P 589 and BK 159 P 35 to the southwest corner thereof; thence easterly along the southerly line of BK 159 P 35 and extended to the easterly R.O.W. of North First Street; thence northerly along said R.O.W. to the northwest corner of BK 139 P 584; thence easterly along the northerly line of said BK 139 P 584 to intersect the westerly shore of the St. Johns river; thence southerly along the westerly shore of said river to intersect the southwest corner of BK 66 P 462, being the point of beginning, and to close.

- (b) *South historic district.* The boundaries of the south historic district shall be as follows:

Palatka South Historic District

A tract of land lying in the city more particularly described as follows: Beginning at the intersection of the westerly shore of the St. Johns river and the easterly projection of the southerly right-of-way (R.O.W.) of St. Johns Avenue; thence westerly along said projection to intersection with the westerly R.O.W. of Memorial Parkway (formerly known as South First Street); thence southerly and southwesterly along said R.O.W. to intersect

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with the northeast corner of BK 159 P 271; thence northwesterly along the northerly line of said BK 159 P 271 to intersect with the easterly R.O.W. of South Second Street; thence northerly along said R.O.W. to intersect with the easterly projection of the northerly line of Lot 8 Block 12 as platted in Dick's map of Palatka in MB 2 P 46; thence westerly along said projection to the southeast corner of Lot 4 Block 12; thence northerly along the easterly line of said Lot 4 and Lot 3 to the northeast corner of Lot 3; thence westerly along the northerly line of said Lot 3 to the easterly R.O.W. of South Third Street; thence southwesterly to intersect the westerly R.O.W. of South Third Street and the northeast corner of BK 137 P 358; thence westerly along the northerly line of said BK 137 P 358 and extended to intersect the easterly line of Lot 4 Block 14; thence southerly to the southeast corner of said Lot 4; thence westerly along the northerly lines of Lots 2 and 3 of Block 14 and extended westerly along the northerly lines of Lots 2, 3, 4, Block 25, Lots 2, 3, 6 Block 28, Lots 1, 4, 5, 8, 9, 12 Block 38, Lots 2, 3, 6 Block 54, Lots 2, 3, 6 Block 63 to intersect with the westerly R.O.W. of South Ninth Street; thence southerly along said R.O.W. to intersect the northerly R.O.W. of Laurel Street; thence westerly along said R.O.W. to intersect the westerly R.O.W. of South Tenth Street; thence southerly along said R.O.W. to intersect the southerly R.O.W. of Carr Street; thence easterly along said R.O.W. to intersect the westerly R.O.W. of South Ninth Street; thence southerly along said R.O.W. to intersect with the northwesterly R.O.W. of Crill Avenue; thence across Crill Avenue to intersect the northerly corner of Block 146, also being the southwesterly R.O.W. of Morris Street; thence southeasterly along said R.O.W. to intersect the northerly R.O.W. of Emmett Street; thence southwesterly along said R.O.W. to intersect with a northwesterly projection of the southwesterly line of BK 78 P 562; thence southeasterly along said projection and the southwesterly line of BK 78 P 562 and extended to the southerly corner of BK 133 P 252 and continue on same projection to intersect the westerly shore of St. Johns river; thence northeasterly along said river to the point of beginning, and to close.

*(Code 1981, § 14-61)*

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**Section 54-82. - Coordination with the State Historic Preservation Office.**

- (1) The State Historic Preservation Officer shall be notified with 30 calendar days prior to all meetings.
- (2) Meeting minutes, a record of attendance of the board, and public attendance figures shall be submitted to the State Historic Preservation Officer within 30 calendar days after each meeting.
- (3) The State Historic Preservation Officer shall be notified of changes in board membership within 30 calendar days of the action.
- (4) The State Historic Preservation Officer shall be immediately notified of all new historic designations or alterations to existing designations.
- (5) The State Historic Preservation Office shall be provided duplicates of all inventory materials.
- (6) An annual report shall be submitted to the State Historic Preservation Officer by November 1 covering activities of previous October 1 through September 30 containing the following information (at a minimum):
  - a. A copy of the Rules of Procedure.
  - b. A copy of the historic preservation ordinance.
  - c. Resume of board members.
  - d. Changes to the board.
  - e. New local designations.
  - f. New national register listings.
  - g. Review of survey and inventory activity with a description of the system used.
  - h. Program report on each grant-assisted activity.
  - i. Number of projects reviewed.
- (7) Amendments to this ordinance shall be submitted to the State Historic Preservation Officer for review and comment at least 30 days prior to adoption.

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Secs. 54-83-54-110. - Reserved.

Historic Preservation Board meeting minutes  
June 7, 2012 Meeting

**Case: HB 12-30**

**Address: 412 River St.**

**Parcel Number: 42-10-27-6850-0471-0050**

**Applicant: Daniel & Jana Wilhite**

**Request: Certificate of Appropriateness to demolish garage in the South Historic District.**

Mr. Crowe said staff has known about this for some time, it originally came to code enforcement as a complaint because it's about to fall down on its own and that staff has been working with the property owner to process this in a timely manner. He noted the structure does not have any significant historical value and recommended approval.

**Motion** made by Ms. Crabill to approve the demolition of the garage and seconded by Mr. Goodwin. All those present voted affirmative, motion passed.

**Case: HB 12-35**

**Request: Revisions to historic preservation ordinance for compliance with Certified Local Government program.**

Mr. Crowe talked about the CLG requirements. He said the application has nearly been completed and will be forwarded for consideration along with the ordinance changes to the Planning Board, and City Commission, which will be followed by mailing the required documentation to Tallahassee.

**Motion** made by Ms. van Rensburg to approve as presented and seconded by Ms. Crabill. All those present voted affirmative, motion passed.

**OTHER BUSINESS                      Rules of Procedure**

Mr. Crowe told the board now is the opportunity to customize, add or change the draft rules of procedure presented in the packet. He added that these are guidelines and not strict ordinance rules.

**Motion** made by Ms. van Rensburg to adopt the Historic Preservation Board rules of procedure, seconded by Mr. Goodwin. All those present voted affirmative, motion passed.

**Other Business continued**

Mr. Crowe introduced Ms. Ozor as the Department's new planning intern from the University of Florida and complimented her for helping with the staff reports for this meeting. He said she will be tasked with updating the downtown historic survey.

**Other Business Continued**

Ms. van Rensburg said she was concerned about the Olive St. issue that recently complained about and turned in to code enforcement for their landscape fence in the front yard.

Mr. Crowe said the ordinance defines a fence as a structure and structures require a certificate of appropriateness. Therefore until the code is changed anyone wanting a fence no matter of its style or use will need board approval. He said the property owner had made application and is scheduled to

## **MEMORANDUM**

**DATE:** May 30, 2012

**TO:** Historic Preservation Board members

**FROM:** Thad Crowe, AICP, Planning Director

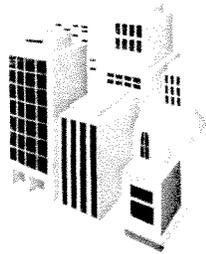
**RE:** Certified Local Government – Required Ordinance Changes

Certified Local Government designation requires a number of elements within a City's historic preservation ordinance. Staff has developed draft revisions to address these elements. The revised ordinance is attached with this memo, with underlining indicated new text. The CLG checklist is also included with references to the ordinance.

Staff presents the revised ordinance to the Board for their review and approval.

*Agenda  
Item*

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

# Memorandum

**To:** City Commission & Staff  
**From:** Betsy J. Driggers, City Clerk  
**Date:** 7/6/2012  
**Re:** City Manager Search 2012 – Results; Appointment of City Manager

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On July 3, 2012, the City Commission interviewed the five finalist candidates for the position of City Manager, culminating a search process which began in April. At the close of interviews, a balloting/points system was used to determine which candidate would be offered the position of City Manager. Michael Czymbor yielded the highest points in each ballot collection, and he was subsequently offered the position.

Mr. Czymbor has met with Mayor Myers and City Attorney Holmes regarding the City's employment offer. A contract proposal is forthcoming and should be ready prior to the July 12 meeting. Once that is received, it will be distributed.

The City Manager is a Charter position, and an appointed City official. If this contract is acceptable to both parties, the Commission should authorize its execution and take action to appoint Mr. Michael Czymbor as Palatka City Manager, effective July 23, 2012 or as specified in the Contract Document.

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**REQUEST TO BE PLACED ON  
CITY COMMISSION AGENDA**

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

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

Palatka Police Department, Chief Gary Getchell

**Name of Individual making presentation or request, if different:**

GARY GETCHELL, CHIEF OF POLICE

**Address:** 110 NORTH 11<sup>TH</sup> STREET

Daytime Phone 329-0110 Home ph. \_\_\_\_\_ Fax 329-0159

Requested meeting date for Agenda Item: 07/12/2012

Request for Commission Action -- or Presentation Only X or no action required \_\_\_\_\_

Subject Matter you wish to address: Administrative report on status of Red Light Project

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.

201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177  
Tel. (386) 329-0100  
Fax (386) 329-0106

*City of Palatka*  
*Office of the Finance Director*

**To:** Mayor Myers, City Commissioners

**From:** Matt Reynolds, Finance Director

**Date:** July 10, 2012

**RE:** Clay Electric franchise agreement

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As was discussed in the pre-budget workshop in June, representatives from the City of Palatka were going to be meeting with Clay Electric to begin negotiations on renewing the franchise agreement that expired in October, 2011. This agreement gave easements and right of way access to Clay Electric in return for 6% of gross profits earned within the City of Palatka city limits per month.

Don Holmes, Mayor Myers and I met with representatives from Clay Electric on June 26<sup>th</sup>, 2012 and discussed the renewal of this agreement. Their representatives did not feel comfortable entering into an agreement without the approval of their Board of Directors. They also wanted to have an engineering study completed to determine the number of easements and right of ways needed for the infrastructure they currently have in place. This study would allow both parties to determine a reasonable percentage of profits to agree upon. We asked Clay Electric to begin this study and to continue payments under the expired agreement until a new agreement is reached. The representatives from Clay Electric presented this information to their Board of Directors and they approved and authorized Clay's representatives to enter into negotiations with the City aimed at reaching some form of new agreement which would allow Clay to continue to use "right of way" located upon the City's property.

Don Holmes has since engaged in discussions with a representative of Clay Electric who indicated that Clay might be willing to renew the franchise agreement with the modification that a 3% franchise fee would be paid, rather than the 6% paid under the old agreement.

Technically, it is Clay's position that they really don't require a franchise with the City since the franchise is designed to assure that the City won't compete with Clay in the "power distribution" business. What Clay would be required to do, under any circumstance, is pay a reasonable rental fee for the use of the City's property over/through which Clay power lines and equipment run. If no franchise is agreed upon, then a "survey" of the City's land occupied by Clay's equipment would be required in order to determine the amount of land at issue. A reasonable rental fee for the land would then be arrived at. The offer of a franchise at a reduced fee rate (3%) was designed to avoid the necessity of a survey and any haggling over the reasonable rental rate of the property.

I have spoken with Don Holmes and we need direction from the City Commission on what action we should take next. Don can begin drafting an agreement with 3% gross profit per month which we will bring back to the City Commission for approval, or we can ask Clay Electric to complete the engineering study in order to determine a reasonable rental rate for the property being occupied.. If we have Clay Electric

complete a survey, this could reveal that a reasonable rental rate is greater than or less than the 3% franchise fee now being offered.

As always, if you have any questions or concerns feel free to contact me.

# *Agenda Item*

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## Betsy Driggers

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**From:** Jonathan Griffith  
**Sent:** Thursday, July 12, 2012 10:35 AM  
**To:** Betsy Driggers  
**Subject:** FW: Palatka Airport Mitigation Plan

Jonathan C. Griffith

### City of Palatka

201 North Second Street  
Palatka, FL 32177  
Phone: 386 329 0100 ext 230

[www.palatka-fl.gov](http://www.palatka-fl.gov)  
[www.palatkamainstreet.com](http://www.palatkamainstreet.com)

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**From:** Kim Allerton [mailto:kim.allerton@ersenvironmental.com]  
**Sent:** Monday, July 02, 2012 3:00 PM  
**To:** Jonathan Griffith  
**Cc:** Andrew Holesko  
**Subject:** Palatka Airport Mitigation Plan

Jonathan,

By way of this e-mail, I will endeavor to answer questions related to the use of Sundew Mitigation Bank to offset the 9.42 acres of total wetland impact and 14.58 acres of clearing impacts at Palatka Airport. The 9.42 acres of cleared, grubbed and filled wetland impact are regulated by both St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (USACE). The 14.58 acres of "hand cleared" wetland impact are only regulated by SJRWMD. In addition, 2.13 acres of impact were incurred with the construction of a haul road. The City of Palatka purchased 1.6 credits from Sundew Mitigation Bank to partially offset the impact for SJRWMD and totally offset the impact for the USACE. Complicating the mitigation analysis are three different functional assessment methods, ratios (required by SJRWMD for Sundew Mitigation Bank), Wetland Rapid Assessment Procedure (WRAP), required by USACE for Sundew Mitigation Bank and Uniform Mitigation Assessment Method (UMAM) – required for all other types of mitigation. I won't go into details about the methods and their differences in this e-mail; however, if you need further clarification I will be happy to try to explain.

The Airport is located within SJRWMD Basin 8 and all mitigation must occur within this basin. Two potential mitigation options were identified, Sundew Mitigation Bank (**the only currently permitted and implemented Mitigation Bank in Basin 8**) and private land proffered by a property owner (Tilton Property). It was always been our goal to develop a mitigation plan that would satisfy both USACE and SJRWMD. While both agencies have the same mission (to protect water resources, including wetlands), their rules are different. SJRWMD generally has more flexibility in the types of mitigation that are acceptable, the USACE does not. In 2008 the Environmental Protection Agency (EPA) and USACE promulgated a new rule called the "Compensatory Mitigation Rule". The rule basically identifies three types of mitigation projects: Mitigation Banks, In-Lieu Fee Mitigation and Permittee-Responsibility Mitigation), listed in order of USACE preference. The most significant change required by the new rule is that compensation projects provided by all three compensation mechanisms must have mitigation plans which include the same 12 fundamental components: objectives; site selection criteria; site protection instruments (e.g., conservation easements); baseline information (for impact and compensation sites); credit determination methodology; a mitigation work plan; a maintenance plan; ecological performance standards; monitoring requirements; a long-term management plan; an adaptive management

plan; and financial assurances. Developing permittee-responsible mitigation to meet the USACE rules is difficult and “preservation only” is not an option. The Jacksonville District USACE office has stated that if a permitted Mitigation Bank is located within the Basin of the proposed impact, the permittee should purchase credits as a first resort. If a permittee can demonstrate that a mitigation plan meets the 12 fundamental components (listed above), they (USACE) will consider such a plan. It is our opinion that the Tilton property proposed for mitigation will not meet the USACE Compensatory Mitigation Rule. The land owner’s environmental consultant agreed that the USACE would not likely accept his property for mitigation.

The SJRWMD impacts proposed (9.42 and 14.58 acres), as well as the remainder of the mitigation required for the haul road (additional 0.53 acres) impacts will require the purchase of 11.45 credits from Sundew Mitigation Bank. While we haven’t submitted the USACE permit application yet, we anticipate approximately 6 credits will be required by USACE. Remember that the 14.58 acres of hand clearing does not require a USACE permit and there are different functional assessment methods (ratios & WRAP). This is why there is such a disparity in the amount of credit required by each agency. Be aware that SJRWMD credits are also USACE credits; therefore, there is no need to purchase additional credits for USACE.

The current market value of Sundew Mitigation Bank credits is between \$35,000 and \$40,000. For your information, I have requested that the bank owner provide me a list of the last five contracts with the credit purchase price. I will provide that information to you as soon as I receive it. Knowing that the FAA grant allocated \$300,000 for mitigation, the mitigation banker agreed to a below-market price (\$26,200/credit). The credit price is at the bankers discretion.

Please let me know if this answers some of your questions, or if I have managed to totally confuse you. I am in Lake City today (Monday) until about 12:00. I am available to come to Palatka later in the afternoon (after 2:30) to meet with you and anyone else that would like to meet. You can e-mail me or call me on my cell phone (904) 838-1097 and let me know.

Thanks and I look forward to hearing from you.

**Kim Allerton**  
**President**



**1597 The Greens Way, Suite 200**  
**Jacksonville Beach, Florida 32250**  
**Phone: (904) 285-1397**  
**Fax: (904) 285-1929**  
**Cell: (904) 838-1097**

[kallerton@ersenvironmental.com](mailto:kallerton@ersenvironmental.com)  
[www.ersenvironmental.com](http://www.ersenvironmental.com)



**MITIGATION CREDIT RESERVATION  
FOR  
SUNDEW MITIGATION BANK**  
Permit # 4-019-68522-1, Basin 8, Phase 1  
Permit # 200004530 (IP-ME)

City of Palatka  
c/o Mr. Jonathan Griffith  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177

Re: SJRWMD Permit # 4-107-28194-5  
USACOE Permit #

This is to certify that 11.45 SJRWMD and 0.0 USACOE mitigation bank credits will be reserved for a period of 180 days for City of Palatka for use to offset wetland impacts at Kay Larkin Airport. The land in the mitigation bank will consist of forested fresh water wetlands.

Payment is due within 10 days of receipt of permits. Upon receipt of payment for the wetland mitigation credits, Sundew Wetland Mitigation Bank shall send confirmation of sale to purchaser. In addition, upon issuance of the permit for the project named above, the credits will be withdrawn from the Sundew Mitigation Bank ledger.

Reserved this 9th day of May, 2012.

  
Ernest Hale  
Sales Agent

FOR ALL YOUR  
MITIGATION  
NEEDS