

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

MELEGRA KITCHENS
COMMISSIONER

VERNON MYERS
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 CITY OF PALATKA September 23, 2010

CALL TO ORDER:

- a. Invocation – The Reverend Sheila McCoy, God's Manna Ministries
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 9/9/10

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION – Fire Prevention Week** – October 3 – 9, 2010
- b. **PROCLAMATION – Domestic Violence Awareness Month** – October, 2010
- c. **PROCLAMATION – Central Academy Homecoming Weekend** – October 8 – 10, 2010
- d. **STUDENT OF THE MONTH** – September, 2010 – Mayor Flagg & Vice Mayor Brown

Everett Neely	Beasley Middle School
Trinity Valdes	Browning Pearce Elementary School
Aaliyah Nelson	Children's Reading Center Charter School
Timothy Spell	E.H. Miller School
Courtney Edenfield	James A. Long Elementary School
Darien Greene	Jenkins Middle School
Jacob Rivers	Kelley Smith Elementary School
Deontae Roberts	Mellon Elementary School
Al'Kerria Ford	Moseley Elementary School
Ricky Gibbs	Palatka High School
Thomas Pierce	Peniel Baptist Academy

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

3. CONSENT AGENDA:

- *a. **Transfer ownership of unclaimed property (one (1) Toshiba 32" flat screen television, valued at approximately \$750.00) to State Attorney's Office** as payment for work done on forfeiture cases, per Police Chief's recommendation
- *b. **Approve Budget Amendments & Transfers for FY 2009-2010** – Finance Director
- *c. **Issue Permit to exceed noise levels established by Chapter 30, Palatka Code of Ordinances to Alex Altman** for an outdoor concert to be held in the parking lot of Dr. Monahan/PizzaBoyz businesses in the 900 Block of St. Johns Avenue on October 9, 2010 from 3:00 p.m. until 8:00 p.m., 2010, per Special Events Coordinator
- *d. **Issue Permit to exceed noise levels established by Chapter 30, Palatka Code of Ordinances to Keep Putnam Beautiful** for Artoberfest/Home & Garden Show at the Palatka Riverfront Park, per Special Events Coordinator, for the following dates:

Friday, Oct. 1	12:00 noon to 5:00 pm.
Saturday, Oct. 2	1:00 p.m. to 5:00 p.m.
- *e. **Authorize execution of Amendment #11 to FDEP SRF #DW5419-010 Loan/Grant** to provide an additional \$660,442 Loan for the Water Treatment Plant Upgrades Project

201 N. 2ND STREET • PALATKA, FLORIDA 32177

AGENDA - CITY OF PALATKA
September 23, 2010
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3. **CONSENT AGENDA (CONTINUED)**
 - *f. **Authorize acceptance and execution of DCA CDBG Agreement #11DB-L4-04-64-02-C02** in the amount of \$750,000 for Downtown Parking & Streetscaping Improvements Project
 - g. **Accept Resignation of Kenny Downs from Code Enforcement Board** effective September 10, 2010.
- * 4. **PUBLIC HEARING – TRIM Calendar** - Tentative Budget and Proposed Millage Rate (8.65)
 - *a. **Levy Ordinance** – 2010/11 Budget year – 2nd Reading, Adopt
 - *b. **Appropriation Ordinance** – 2010/11 Budget year – 2nd Reading, Adopt
- * 5. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a State of Florida Energy and Climate Commission Grant not to exceed \$1,240,000.00 - Adopt
- * 6. **ORDINANCE** Rezoning 100 Underwood Drive from Putnam County R-1A to City of Palatka R-1A – Virginia C. McColm, owner/petitioner – 2nd Reading, Adopt
- * 7. **REQUEST ACTION** to set a date for first reading on proposed Final Draft of an Ordinance amending the Code of Ordinances, Section 50, Special Events
8. **ADMINISTRATIVE REPORTS**
 - a. **Halloween Trick-or-Treat date/time**
9. **COMMISSIONER COMMENTS**
10. **ADJOURN**

*Attachment **Separate Cover

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

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

Upcoming Events:

October 1 – Employee Safety Luncheon
November 11 – City Offices closed for Veterans' Day
November 18 & 19 – FLC Legislative Conference in Orlando
November 25 & 26 – City Offices closed for Thanksgiving Holiday
December 23 & 24 – City Offices closed for Christmas Holiday
December 31, 2010 – City Offices closed for New Year's Holiday
January 3, 2010, 7:30 p.m. – Oath of Office Ceremony

Board Openings:

Planning Board (Nov. 2010)	1 Vacancy (at large)
Fire Pension Board	1 Vacancy ("5 th member")
Tree Committee	1 Vacancy
Historic Preservation Board:	1 alternate/1 w/ Legal Experience

WHEREAS, the City of Palatka and our Palatka Firefighters are committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS, nearly 3,000 people die each year as a result of home fires, and

WHEREAS, roughly two-thirds of home fire deaths resulted from home fires in which no smoke alarms or no working smoke alarms were present; and

WHEREAS, working smoke alarms cut the chance of dying in a reported fire in half; and

WHEREAS, our Palatka Firefighters recommend at least one smoke alarm on every level of the home (including the basement) outside all sleeping areas, and in all bedrooms; and

WHEREAS, informing the public about the importance of smoke alarm installation and maintenance serves an essential step toward increasing the public's safety from home fires; and

WHEREAS, our Palatka Fire Department Firefighters are dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and

WHEREAS, Palatka's residents are responsive to public education measures and are able to take personal responsibility to increase their safety from fire, especially in their homes; and

WHEREAS, the 2010 Fire Prevention Week theme, "**Smoke Alarms: A Sound You Can Live With!**", actively works to motivate our residents to implement smoke alarm recommendations in their homes.

NOW, THEREFORE, I, Karl N. Flagg, Mayor of the City of Palatka, Florida, do hereby proclaim the week of October 3 – 9, 2010 as

FIRE PREVENTION WEEK

throughout this city, and I urge all the people of Palatka to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week 2010, and to support the many activities and efforts of the Palatka Fire Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 23rd day of September, in the Year of Our Lord Two Thousand and Ten.

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Vernon Myers
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Karl N. Flagg, MAYOR

WHEREAS, domestic violence is a crime that impacts all citizens of Putnam County; and

WHEREAS, the impact of domestic violence is wide ranging, taking a dramatic toll on the criminal justice system, law enforcement, the health care community, and society as a whole; and

WHEREAS, each year in Putnam County an estimated 1,000 local citizens are victims of domestic violence; and

WHEREAS, it is vital for our community to support the victims of domestic violence and assist with their grave financial, physical and psychological losses; to impose legal sanctions against perpetrators of personal violence; and to help the batterers unlearn their abusive behavior; and

WHEREAS, Lee Conlee House is the only domestic violence center in Putnam County providing 24-hour services and counseling to victims and their families, and has been awarded certification through Florida's Department of Children and Families; and

WHEREAS, the Palatka City Commission urges all citizens to actively participate in and support all programs sponsored by the Lee Conlee House, thereby assisting in the elimination of domestic violence in our community.

NOW, THEREFORE, I, Karl N. Flagg, Mayor of the City of Palatka, Florida, do hereby proclaim that the month of October, 2010 is hereby designated as

DOMESTIC VIOLENCE AWARENESS MONTH

in the City of Palatka, and urge all citizens to participate in planned activities benefiting the Lee Conlee House in its mission to provide shelter and support services to victims of domestic violence and their families.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 23rd day of September, in the Year of Our Lord Two Thousand Ten.

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Vernon Myers
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Karl N. Flagg, MAYOR

CITY OF PALATKA



Proclamation

WHEREAS, sometime prior to 1888, Central Academy High School was first known as Public School No. 2, which served grades 1 through 8 and was housed in the various halls of the City of Palatka and later in a building erected on Orange Street, now known as Reid Street, next to an identical building erected to house white students; and

WHEREAS, many efficient and professional educators served as principal in its early days, including Rev. T. E. Debose, who added grades 9 and 10 and a highly successful brass band program, and Professor J. A. Lockett, who introduced football and girls' and boys' basketball sports programs to the school, which by this time had added 11th and 12th grades. Prior to 1921, under the administration of Professor Lockett the school was given the name of Central Academy, as submitted by Mrs. M. M. Drakeford, and purple and gold were chosen as the new school colors; and

WHEREAS, while under the direction of Professor Clarence C. Walker, who served as principal from 1923 through 1929, Central Academy received the distinction of being named as the first accredited black high school in the state of Florida. Throughout the next few decades the school made much progress and added a theater program, which produced programs and performances housed in an assembly room that would accommodate 400 people or more; and

WHEREAS, in 1937 a new Central Academy Elementary/High School was built at 1200 Washington Street after the original building was destroyed by fire in February, 1936. The following decades saw much growth in student population and increases in programs, teachers and administrators, and in 1955 a new building at 19th Street & Old Jacksonville Highway was dedicated for use. By 1967, Central Academy boasted 42 teachers, an assistant principal, guidance counselor, modern library and librarian, and more than 800 students. As a result of desegregation, Central Academy's last elementary classes were held in June, 1971, and the school was reopened in the fall as Palatka Central High School, housing grades 9 – 12 with both black and white students attending; and

WHEREAS, over the years, Central Academy produced championship girls and boys basketball teams, football teams, award-winning bands and professional musicians, community leaders, doctors, lawyers, teachers, officers in the armed forces, judges, homemakers, artisans, craftsmen, entrepreneurs and business & professional men and women who have benefited our society in great and lasting ways.

NOW, THEREFORE, I, Karl N. Flagg, Mayor of the city of Palatka and graduate of Central Academy Elementary School, together with the members of the Palatka City Commission, do hereby proclaim October 8 through 10, 2010 as

HISTORIC CENTRAL ACADEMY HIGH SCHOOL HOMECOMING WEEKEND

And I encourage all citizens to join me in welcoming class members and returning alumni, as well as their families and friends, as they return to "Dear Old C.A." to take part in the Homecoming Parade, planned events and festivities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 23rd day of September, in the Year of Our Lord Two Thousand Ten.

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Vernon Myers, Jr.
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Karl N. Flagg, MAYOR

*Agenda
Item*

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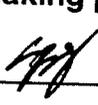
**REQUEST TO BE PLACED ON
CITY COMMISSION AGENDA**

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office **no later than 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:

Chief Gary Getchell / Palatka Police Department

Name of Individual making presentation or request, if different:

Chief Gary Getchell 

Address: Palatka Police Department

Daytime Phone 329-0115 Home ph. _____ Fax _____

Requested meeting date for Agenda Item: September 23, 2010

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

Request to pay State Attorney's Office for services on forfeiture case through the transfer of impounded property not claimed –

The Palatka Police Department proposes to transfer ownership of unclaimed property, one (1) Toshiba flat screen television as payment to the State Attorney's Office for work done on forfeiture cases.

Refer to attached documentation

Commission Action Requested, if any: Approval to transfer property to SA Office

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.

**Palatka Police Department
110 North 11th Street**

Memorandum

Date: 09-14-10
To: Betsy Driggers, City Clerk
From: Chief Gary Getchell *ggetchell*
Subject: Request to transfer ownership of unclaimed property

The State Attorney's Office performed work for the Palatka police Department on two (2) forfeiture cases, case numbers 10-00699 and 10-01089, seizing property and currency valued at \$5,046.00. Per our working agreement with that office, they receive 25% of proceeds on successful seizure cases. In place of funds, the State Attorney's Office, through its' representative, Joe Boatwright, requested payment in the form of property, a television that was impounded on the Dumas case, used Toshiba 32" flat screen, approximate value \$750.00. The property has been converted to City of Palatka ownership, per F.S.S 705.103 after the rightful owner could not be located and it went unclaimed.

It is requested that the City Commission approve the transfer of ownership on the television to the State Attorney's Office as payment for services rendered.

Chief Gary Getchell

Sign below for approval

City Manager

Date

Commission Rep.

Date

PALATKA POLICE DEPARTMENT
 110 North 11th Street • Palatka, Florida 32177 • (386) 329-0115
EVIDENCE / PROPERTY REPORT

CASE NUMBER 10-01089	<input type="checkbox"/> Stolen/Recovered <input checked="" type="checkbox"/> Evidence <input type="checkbox"/> FR/Suspension <input type="checkbox"/> Injunction/Domestic Violence Seizure	<input type="checkbox"/> Lost/Abandoned <input type="checkbox"/> Pawn Shop <input checked="" type="checkbox"/> Safekeeping
DATE COLLECTED 9-1-10	TIME 11:55	<input type="checkbox"/> Hold - Suspect Unknown <input type="checkbox"/> Hold - Charges Pending <input type="checkbox"/> Referred to Investigator <input type="checkbox"/> Hold - Lost/Found
OFFENSE DRUGS		<input type="checkbox"/> FEL <input type="checkbox"/> MISD <input type="checkbox"/> NON-CRIMINAL
(x) Release to Dept <input type="checkbox"/> Return to Owner <input type="checkbox"/> OK Destruction <input type="checkbox"/> Photograph/Release <input type="checkbox"/> Court		

Address of Location Property Collected From: **PPD**

FOR EVIDENCE / PROPERTY PICK-UP, PLEASE CONTACT 24 HOURS IN ADVANCE

Owner/Victim St. of FL.	Mailing Address	Home Phone	Business Phone
Suspect #1 Maurice Dumas	<input type="checkbox"/> Arrested <input type="checkbox"/> Juvenile	Suspect #3	<input type="checkbox"/> Arrested <input type="checkbox"/> Juvenile
Suspect #2	<input type="checkbox"/> Arrested <input type="checkbox"/> Juvenile	Suspect #4	<input type="checkbox"/> Arrested <input type="checkbox"/> Juvenile

Item Number	Quantity or Weight	Description/Special Instructions	<input type="checkbox"/> Bio-Hazardous Materials Involved
0807	1	Toshiba Flat Screen TV (32")	

I hereby acknowledge the above list represents all property taken from my possession and that I have received a copy of this receipt.	I hereby acknowledge that the above list represents all property impounded by me in the official performance of my duty as a Police Officer.
_____ Signature	_____ Impounding Officer's Signature
	_____ ID Number
	_____ Print Name

Issued By: Z HOLMES	Reason Release to Dept Use unkn owner/abandoned property	Date / Time
Received By: J GRIFFITH		
Additional Comments Item in on 3-12-10 item not claimed Per PPD SOP 84.1.7, lost-found/abandoned property may be set for disposal 90 days after its case inception date.		

Final Disposition:			
<input type="checkbox"/> Returned to Owner	<input checked="" type="checkbox"/> Departmental Use	<input type="checkbox"/> Released to Other Agency	<input type="checkbox"/> Other
Name John A. Griffith	Date Received 09/01/10	Home Phone	Business Phone
Address PPD	Signature John A. Griffith	Released By: Z Holmes	

*Agenda
Item*

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201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0195

City of Palatka
Office of the Finance Director

To: Mayor Flagg, City Commissioners

From: Matt Reynolds, Finance Director

MR

Date: September 16, 2010

RE: Budget Amendments Fiscal Year 2009-2010

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

The budget needs to be amended to include all revenues and expenditures (grants, changes in estimated revenues and expenditures & etc.) that were received or expected to be received in the 2009-2010 fiscal year. Also included are corrections of account numbers, balance forwards and budget transfers.

I recommend the City Commission approve the supplemental appropriations and revenues to correct the budget and formally approve inter-department budget transfers and balance forwards to be in compliance with the Florida Statutes.

Batch: 27630 Budget amendment 09/10 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/09/16	001-00-31-2-5-10-00	FIRE 175 PREM MONIES		80,405.00	FIRE PENSION CONTRIB-STATE	
20	2010/09/16	001-08-52-2-1-22-30	STATE CONTRIB-FIRE		80,405.00	FIRE PENSION CONTRIB-STATE	
30	2010/09/16	001-00-31-2-5-20-00	POLICE 185 PREM MONIES		62,976.00	POLICE PENSION CONTRIB-STATE	
40	2010/09/16	001-07-52-1-1-22-30	STATE CONTRIB-POLICE		62,976.00	POLICE PENSION CONTRIB-STATE	
REPORT TOTALS:					.00		

Batch: 27452 budget amendment 08/10 mr

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/08/19	001-00-30-2-0-60-00		45,918.00-	SPECIAL POLICE BAL FORWARD	
20	2010/08/19	001-07-52-1-3-52-81		61,798.00	SPECIAL POLICE BAL FORWARD	
30	2010/08/19	001-00-30-2-0-00-00		53,505.00-	INSURANCE RESERVE BAL FORWARD	
40	2010/08/19	001-00-36-9-3-10-00		29,691.00-	INSURANCE PREMIUM REIMBURSE	
50	2010/08/19	001-04-51-9-3-45-10		83,196.00	CONTINGENT PREMIUM PAYMENT	
60	2010/08/19	001-04-51-9-9-90-00		31,093.00-	TO INSURANCE CLAIMS	
70	2010/08/19	001-04-51-9-3-45-10		31,093.00	FROM CONTINGENCY	
80	2010/08/19	001-00-30-2-8-00-00		451.00-	CRIME PREVENTION BAL FORWARD	
90	2010/08/19	001-07-52-1-3-52-83		451.00	FROM BAL FORWARD	
100	2010/08/19	001-00-30-2-4-00-00		15,422.00-	SPECIAL CEMETERY BAL FORWARD	
110	2010/08/19	001-14-56-9-3-52-81		15,422.00	FROM SPEC CEMETERY BAL FORWARD	
120	2010/08/19	001-00-35-9-0-20-00		15,880.00-	SPECIAL POLICE REVENUE 2010	
130	2010/08/19	001-14-56-9-3-52-20		8,366.00	REVENUE FROM MERCHANDISE SOLD	
140	2010/08/19	001-00-34-3-8-20-00		8,366.00-	ADDITIONAL SALES OF VAULTS	
150	2010/08/19	001-00-38-1-0-10-00		18,850.00-	FOR MICHAEL REDD PLAN	
160	2010/08/19	001-18-51-9-8-63-20		18,850.00	FROM TIP FOR MICHAEL REDD PLAN	

REPORT TOTALS: .00

Batch: 26998 budget amendment 06/10 MR

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/06/07	001-01-51-2-1-24-00		131.00	FROM CONTINGENCY	
20	2010/06/07	001-02-52-4-1-24-00		350.00	FROM CONTINGENCY	
30	2010/06/07	001-07-52-1-1-24-00		5,284.00	FROM CONTINGENCY	
40	2010/06/07	001-08-52-2-1-24-00		2,905.00	FROM CONTINGENCY	
50	2010/06/07	001-09-54-1-1-24-00		394.00	FROM CONTINGENCY	
60	2010/06/07	001-14-56-9-1-24-00		161.00	FROM CONTINGENCY	
70	2010/06/07	001-15-57-2-1-24-00		131.00	FROM CONTINGENCY	
80	2010/06/07	001-01-51-2-3-45-00		606.00	FROM CONTINGENCY	
90	2010/06/07	001-07-52-1-3-45-00		829.00	FROM CONTINGENCY	
100	2010/06/07	001-08-52-2-3-45-00		48.00	FROM CONTINGENCY	
110	2010/06/07	001-04-51-9-9-90-00		10,839.00-	TO WORKERS COMP-LIABILITY	
120	2010/06/07	005-05-54-2-1-24-00		102.00	FROM CONTINGENCY	
130	2010/06/07	005-05-54-2-3-45-00		598.00	FROM CONTINGENCY	
140	2010/06/07	005-05-54-2-9-90-00		700.00-	TO WORKERS COMP-LIABILITY	
150	2010/06/07	041-11-53-3-1-24-00		248.00	FROM CONTINGENCY	
160	2010/06/07	041-12-53-5-1-24-00		467.00	FROM CONTINGENCY	
170	2010/06/07	041-13-53-6-1-24-00		555.00	FROM CONTINGENCY	
180	2010/06/07	041-29-53-6-1-24-00		15.00	FROM CONTINGENCY	
190	2010/06/07	041-29-53-6-9-90-00		1,285.00-	TO WORKERS COMP-LIABILITY	
200	2010/06/07	042-24-57-2-1-24-00		277.00	FROM CONTINGENCY	
210	2010/06/07	042-16-57-2-1-24-00		350.00	FROM CONTINGENCY	
220	2010/06/07	042-24-57-2-9-90-00		627.00-	TO WORKERS COMP-LIABILITY	
230	2010/06/07	043-10-53-4-1-24-00		2,992.00	FROM CONTINGENCY	
240	2010/06/07	043-28-53-4-1-24-00		234.00	FROM CONTINGENCY	
250	2010/06/07	043-10-53-4-9-90-00		3,226.00-	TO WORKERS COMP-LIABILITY	

Budget Entry Batch Report (APPLY)

Batch: 26922 Budget amendment 05/10 MR

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/05/26	001-00-38-9-4-10-00	SAFETY GRANT		3,296.00	1ST QUARTER SAFETY GRANT	
20	2010/05/26	001-07-52-1-3-52-60	UNIFORMS		138.00	1ST QUARTER SAFETY GRANT	
30	2010/05/26	001-07-52-1-3-52-80	OPERATING SUPPLIES		327.00	1ST QUARTER SAFETY GRANT	
40	2010/05/26	001-07-52-1-3-52-80	OPERATING SUPPLIES		78.00	1ST QUARTER SAFETY GRANT	
50	2010/05/26	001-07-52-1-3-31-00	PROFESSIONAL SERVICES		150.00	1ST QUARTER SAFETY GRANT	
60	2010/05/26	001-07-52-1-3-46-20	EQUIPMENT MAINTENANCE		38.00	1ST QUARTER SAFETY GRANT	
70	2010/05/26	001-07-52-1-3-52-60	UNIFORMS		190.00	1ST QUARTER SAFETY GRANT	
80	2010/05/26	001-07-52-1-3-40-30	TRAINING & SCHOOLING		40.00	1ST QUARTER SAFETY GRANT	
90	2010/05/26	001-07-52-1-3-31-20	PHYSICALS		38.00	1ST QUARTER SAFETY GRANT	
100	2010/05/26	001-09-54-1-3-52-80	OPERATING SUPPLIES		772.00	1ST QUARTER SAFETY GRANT	
110	2010/05/26	001-08-52-2-3-52-60	UNIFORMS		1,525.00	1ST QUARTER SAFETY GRANT	

REPORT TOTALS: *****
*****.00

Budget Entry Batch Report (APPLY)

Batch: 26894 Budget amendment 05/10 mt

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/05/21	001-00-36-6-0-85-00	FIRE PUBLIC EDUCATION		11,800.00-	ADJUSTMENT FOR DONATIONS	
20	2010/05/21	001-08-52-2-3-52-90	FIRE PUB-ED EXPENSE		11,800.00	ADJUSTMENT FOR DONATIONS	

REPORT TOTALS: .00

Budget Entry Batch Report (APPLY)

Batch: 26825 budget amendment 05/10 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/05/12	001-00-33-1-2-59-00	VOCA GRANT V09045		34,286.00	VOCA GRANT - LISA WHITEHAIR	
20	2010/05/12	001-07-52-1-1-12-20	CLERICAL SALARIES		27,997.00	LISA WHITEHAIR	
30	2010/05/12	001-07-52-1-1-21-00	FICA TAX EXPENSE		2,089.00	LISA WHITEHAIR	
40	2010/05/12	001-07-52-1-1-22-00	RETIREMENT-CLERICAL BENEFIT		4,200.00	LISA WHITEHAIR	

REPORT TOTALS: *****
 .00

Budget Entry Batch Report (APPLY)

Batch: 26816 Budget amendment 05/10 mr

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/05/10	001-02-52-4-1-11-00		11,070.00	EXECUTIVE SALARIES	
20	2010/05/10	001-02-52-4-3-31-00		11,070.00	PROFESSIONAL SERVICES	
REPORT TOTALS:				.00		

Batch: 26407 budget amendment 03/10 MR

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/03/12	001-18-51-9-6-62-10		5,000.00	BUDGET AMENDMENT 03/10 MR	GENERAL ADMINISTRATION
20	2010/03/12	001-18-51-9-6-62-20		8,836.00	BUDGET AMENDMENT 03/10 MR	BUILDING & ZONING
30	2010/03/12	001-18-51-9-6-62-40		10,360.00	BUDGET AMENDMENT 03/10 MR	TILGHMAN HOUSE
40	2010/03/12	001-18-51-9-6-62-60		5,000.00	BUDGET AMENDMENT 03/10 MR	PRICE MARTIN
50	2010/03/12	001-18-51-9-6-62-90		7,000.00	BUDGET AMENDMENT 03/10 MR	OLD WATERWORKS
60	2010/03/12	001-18-51-9-6-63-00		2,500.00	BUDGET AMENDMENT 03/10 MR	CLOCK TOWER
70	2010/03/12	001-18-51-9-6-63-10		65,000.00	BUDGET AMENDMENT 03/10 MR	SIDWALKS
80	2010/03/12	001-18-51-9-6-63-90		7,792.00	BUDGET AMENDMENT 03/10 MR	CITY DOCK IMPROVEMENTS
90	2010/03/12	001-18-51-9-9-91-40		10,000.00	BUDGET AMENDMENT 03/10 MR	TRANSFER TO GOLF
100	2010/03/12	001-18-51-9-6-64-40		121,488.00	BUDGET AMENDMENT 03/10 MR	STREET

REPORT TOTALS: .00

5/11/10 9:26:33
(GL02151)

Budget Entry Batch Report (APPLIED)

Batch: 26318 Transfer for fire department

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/02/28	001-08-52-2-3-52-80	OPERATING SUPPLIES		3,000.00-	TRANSFER TO 08402	
20	2010/02/28	001-08-52-2-3-40-20	SCHOOLING, CONFERENCE, ETC		3,000.00	TRANSFER FROM 08528	
REPORT TOTALS:					.00		

Budget Entry Batch Report (APPLIED)

Batch: 26105 Budget Transfer 07-310 to 432

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/02/04	001-07-52-1-3-31-00		3,919.00	TO 07432	ELECTRIC FOR WEED & SEED
20	2010/02/04	001-07-52-1-3-43-20		3,919.00	FROM 07310	ELECTRIC FOR WEED & SEED
REPORT TOTALS:				.00		

Batch: 25990 Budget transfer PD 1/15/10

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/01/15	001-07-52-1-3-31-00	PROFESSIONAL SERVICES		4,270.00	TO 07440/FOR HUNTLEY BROS TRST	BUILDING RENTAL
20	2010/01/15	001-07-52-1-3-44-00	RENTALS AND LEASRS		4,270.00	FR 07310/FOR HUNTLEY BROS TRST	BUILDING RENTAL
REPORT TOTALS:					.00		

Batch: 25943 Budget amendment 01/10 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/01/12	005-05-54-2-9-90-00	CONTINGENCY		5,300.00-	TRANSFER TO LIABILITY INSURANC	
20	2010/01/12	005-05-54-2-3-45-00	LIABILITY INSURANCE		6,300.00	TRANSFER FROM CONTINGENCY	
30	2010/01/12	001-00-33-1-2-35-00	2008 IMMXX032 COPS UNI HIRING		28,276.00	GRANT CORR	
40	2010/01/12	001-00-33-1-2-36-00	2009 RMXK0247 COPS RECOVERY		53,276.00-	ADDED NEW GRANT	
50	2010/01/12	001-07-52-1-1-12-00	REGULAR SALARIES		25,000.00	BAL OF CORR AND NEW GRANTS	
REPORT TOTALS:					.00		

1/06/10 11:30:30
(GL02151)

Budget Entry Batch Report (APPLY)

Batch: 25902 budget amendment 01/10 mr

Page:

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2010/01/06	001-00-33-1-2-58-00	2010JAGC 4X-126 SELECT ENFORCE	07140	27,087.00-	NEW GRANT 100% TO OVERTIME	
20	2010/01/06	001-07-52-1-1-14-00	OVERTIME	331258	27,087.00	2010JAGC 4X-126 100% GRANT	
REPORT TOTALS:					.00		

12/09/09 15:27:38
(GL02151)

Budget Entry Batch Report (APPLY)

Batch: 25742 Budget amendment 12/09 MR

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/12/09	050-50-55-2-6-63-10	DUNHAM ST PROJECT N14		102,000.00	FOR CDBG N14-DUNHAM ST	
20	2009/12/09	041-00-38-1-0-40-00	TRANSFER FROM ECON DEV		102,000.00	FOR CDBG N14-DUNHAM ST	
30	2009/12/09	050-00-30-1-0-00-00	ECON DEV 92 BAL FORWARD		102,000.00	FOR CDBG N14-DUNHAM ST	
40	2009/12/09	041-13-53-6-6-63-90	DUNHAM ST WATER MAIN EXT		102,000.00	FOR CDBG N14-DUNHAM ST	
REPORT TOTALS:					.00		

Batch: 25734 Budget Amendment 12/09 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/12/09	001-00-36-9-3-10-00	REFUNDS/REIMBURSEMENTS		11,160.00	REIMBURSE FOR PLAN ADMIN	
20	2009/12/09	001-01-51-2-1-11-00	EXECUTIVE SALARIES		10,200.00	REIMBURSE FOR PLAN ADMIN	
30	2009/12/09	001-01-51-2-1-21-00	FICA TAX EXPENSE		780.00	REIMBURSE FOR PLAN ADMIN	
40	2009/12/09	001-01-51-2-1-22-00	RETIREMENT EXPENSE		180.00	REIMBURSE FOR PLAN ADMIN	
				REPORT TOTALS:	.00		

Budget Entry Batch Report (APPLIED)

Batch: 25629 Police dept transfers HH

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/11/09	001-07-52-1-3-40-30		500.00-	TRAINING & SCHOOLING	NO MONEY BUDGETED
20	2009/11/09	001-07-52-1-3-43-90		500.00	K-9 CARE	NO MONEY BUDGETED
30	2009/11/09	001-07-52-1-3-40-30		300.00-	TRAINING & SCHOOLING	NO MONEY BUDGETED
40	2009/11/09	001-07-52-1-3-53-00		300.00	TRAINING & SCHOOLING	NO MONEY BUDGETED

REPORT TOTALS: .00

Batch: 25574 Budget amendment 11/09 MR

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/10/01	001-18-51-9-6-62-70	CEMETERY		10,500.00	REALLOCATION FRM P18644	
20	2009/10/01	001-18-51-9-6-63-80	RIVERFRONT STORMWATER PROJECT		30,000.00	REALLOCATION FRM P18644	
30	2009/10/01	001-18-51-9-6-62-50	LAFIMER CENTER		25,000.00	REALLOCATION FRM P18644	
40	2009/10/01	001-18-51-9-6-62-40	TILGHMAN HOUSE		40,000.00	REALLOCATION FRM P18644	
50	2009/10/01	001-18-51-9-6-62-60	PRICE MARTIN		30,000.00	REALLOCATION FRM P18644	
60	2009/10/01	001-18-51-9-6-64-40	STREET		135,500.00	REALLOCATION TO OTHER LINES	

REPORT TOTALS: .00

Batch: 25535 Budget amendment 11/09 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/10/01	041-35-58-2-7-71-00	CMSRP LOAN-PRINCIPAL		94,565.00-	TRANSFER TO NEW # -51777110	
20	2009/10/01	041-35-51-7-71-10	CMSRP LOAN		94,565.00	TRANSFER FRM OLD # -582771	
30	2009/10/01	041-35-58-2-7-72-00	CMSRP LOAN-INTEREST		69,838.00-	TRANSFER TO NEW # -51777210	
40	2009/10/01	041-35-51-7-72-10	CMSRP LOAN		69,838.00	TRANSFER FRM OLD # -582772	
				REPORT TOTALS:	.00		

Batch: 25437 Budget amend 10/09 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/10/01	001-00-30-2-0-01-00	POLICE GRANT BAL FORWARD		773.00	DJBX0192 BAL FORWARD	
20	2009/10/01	001-07-52-1-8-83-10	JAG GRANT 2007DJBX0192		773.00	DJBX0192 BAL FORWARD	

REPORT TOTALS: *****
.00

Batch: 25423 Budget amend 10/09 mr

Seq#	Acct	Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/10/01	001-00-33-1-2-45-00	BYRNE GRANT-09JAGCPUN117077		97,389.00	WRONG GRANT LINE-331257	
20	2009/10/01	001-00-33-1-2-57-00	BYRNE COUNTWIDE-PUN11W7033		97,389.00	RIGHT GRANT LINE-331245	

REPORT TOTALS: .00

Batch: 25412 budget amend 10/09 mr

Seq#	Acct Date	Account #	Reference #	Amount	Description 1	Description 2
10	2009/10/01	001-07-52-1-8-84-50	JAG 2009 2009DJBX0978	21,540.00	TOTAL GRANT AMOUNT	
20	2009/10/01	001-00-33-1-2-56-00		21,540.00-	TOTAL GRANT AMOUNT	
30	2009/10/01	001-01-51-2-3-45-00		4,328.00-	INSURANCE ADJUSTMENT	
40	2009/10/01	001-07-52-1-3-45-00		7,600.00-	INSURANCE ADJUSTMENT	
50	2009/10/01	001-08-52-2-3-45-00		3,500.00-	INSURANCE ADJUSTMENT	
60	2009/10/01	005-05-54-2-3-45-00		7,000.00-	INSURANCE ADJUSTMENT	
70	2009/10/01	041-11-53-3-3-45-00		4,803.00-	INSURANCE ADJUSTMENT	
80	2009/10/01	042-24-57-2-3-45-00		6,660.00-	INSURANCE ADJUSTMENT	
90	2009/10/01	043-10-53-4-3-45-00		1,176.00-	INSURANCE ADJUSTMENT	
100	2009/10/01	001-07-52-1-1-24-00		3,516.00	INSURANCE ADJUSTMENT	
110	2009/10/01	001-04-51-9-9-90-00		11,912.00	INSURANCE ADJUSTMENT	
120	2009/10/01	005-05-54-2-9-90-00		7,000.00	INSURANCE ADJUSTMENT	
130	2009/10/01	041-29-53-6-9-90-00		4,803.00	INSURANCE ADJUSTMENT	
140	2009/10/01	042-24-57-2-9-90-00		6,660.00	INSURANCE ADJUSTMENT	
150	2009/10/01	043-10-53-4-9-90-00		1,176.00	INSURANCE ADJUSTMENT	
160	2009/10/01	001-00-33-1-2-55-00		110,525.00-	SAFER GRANT	
170	2009/10/01	001-00-30-2-0-75-00		77,014.00	FRM SAFER GRANT	
180	2009/10/01	001-04-51-9-9-90-00		33,511.00	FRM SAFER GRANT	

REPORT TOTALS: .00

Agenda Item

3c

MEMORANDUM

TO: CITY OF PALATKA, CITY COMMISSOINERS
FROM: JEFF NORTON, SPECIAL EVENTS COORDINATOR
SUBJECT: NOISE VARIANCE
DATE: 9/15/2010
CC: BETSY DRIGGERS

Please find attached a copy of the Special Events Application for Alex Altman. This event will require a noise variance on October 9th, 2010 from 3pm until 8pm. I recommend the Noise Variance be approved for this event.

If you have any questions or concerns please contact my office.

Jeff Norton

APPLICATION # 10-43

(circle one below)

CLASS A PERMIT - Filing Deadline: 90 days prior to event
CLASS B PERMIT - Filing Deadline: 30 days prior to event

**CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS**

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

Alex Altman

CONTACT PERSON Alex Altman TELEPHONE 386-937-5742
FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY,
IF DIFFERENT FROM ABOVE

The Computer Rx Inc., Sound garden

CONTACT PERSON Alex Altman TELEPHONE 386-937-5742 or 888-707-3434
FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY

letter of intent - letters Business - Residents - Approval letters

DATE & HOURS OF DESIRED USE: Oct 9th 2010 3pm - 8pm Alex - Ruth -

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, Road Closure etc.)

6. ESTIMATE OF ANTICIPATED ATTENDANCE 50-100

7. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

8. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

CLASS A:	_____	\$100.00 up to 10,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
	_____	\$150.00 10,000 - 40,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
CLASS B:	_____	\$200.00 - 40,000 - 80,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
	_____	\$75.00 per day (plus tax in not a non-profit at current Fla rate)

Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly.

Number of Days _____ Fee Required (Yes/No) _____ Check Enclosed? _____

9. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.

10. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

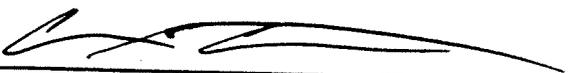
THIS FORM IS INTENDED FOR RESERVATION PURPOSES AND TO MAKE APPLICATION FOR PERMITTING OF SPECIAL EVENTS, AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS (unless specific authorization is granted) OR HINDER PRIVATE PROPERTY or VIOLATE ALLOWABLE NOISE LEVELS. Organizers are required to contact the Parks Department at 386-329-0100 for pre-planning purposes.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.



SIGNATURE OF APPLICANT

9-14-10
Date

APPROVED:

City Manager or Designated Agent

Date

Police Chief **

Date

** Required on all Class A Permits, and Class B Permits involving street closings or other events that impact public safety

RETURN TO:
Special Events Coordinator
Palatka City Hall
201 N. 2nd Street
Palatka, FL 32177
**OR, YOU MAY FAX
THIS APPLICATION TO
386-329-0106 Attn: PARKS DEPT**

Events Coordinator: Send COPIES TO:
City Clerk
Police Dept.
Fire Dept.
Sanitation Dept.
Downtown Palatka, Inc.
Keep Putnam Beautiful
Chamber of Commerce
Palatka Daily News

For your convenience, you can visit www.palatka-fl.gov, Special Events, for more information on special events.
FOR ADDITIONAL INFORMATION PLEASE CALL THE PALATKA PARKS DEPT. AT 386-329-0100.



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

Site Sketch Provided
 Tentative Schedule of Events

Event Classification:
 Class A
 Class B
 Class C

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/Production: Revolution of Peace

Type of Event: Concert

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. – attach separate listing if necessary)
Concert

Location of Event: Parking Lot of Dr. Monahan + Pizza Boyz

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
Event Day 1	<u>Oct 9th</u>	_____	<u>3</u> AM/PM	<u>8</u> AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM
Set-up for event will begin on (Date)	<u>Oct 9th</u>		at (time)	<u>1: PM</u>
Break down will be completed by (Date)	<u>Oct 9th</u>		at (time)	<u>10 PM</u>

Event Sponsor/Organization _____

Name of Promoter: _____

Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

"Class A" Event Daily Fees (see fee schedule) \$ _____ Security Fees @ \$18.00/hr/officer Green Container Fees @ 15.00/container Refundable Deposit \$500.00	"Class B" Event Daily Fees \$75.00/day Security Fees @ \$18.00/hr/officer Green Container Fees @ \$15.00/container Public Works Employees @ \$10.00/hr (no charge during normal working hours)
---	--

Special Event Permit Fees \$ _____ Per day x _____ days \$ _____

Law Enforcement (City) Police Officer(s) \$ 18.00 per hour x _____ hours \$ _____

of personnel _____ Total # of hours _____

Public Works Services (Class B only -- no charge during regular working hours)

Parks Personnel # _____ x _____ hrs. @ \$ 10.00 per hour \$ _____

Sanitation Personnel # _____ x _____ hrs. @ \$ 10.00 per hour \$ _____

Utilities Dist. Personnel # _____ x _____ hrs. @ \$ 10.00 per hour \$ _____

Sanitation Equipment Fee # green roll-out containers of containers _____ x \$ 15.00 per container \$ _____

Additional Charges (list)

_____ \$ _____

_____ \$ _____

Refundable Deposit \$500.00 Required? (circle one) Yes No \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ _____

*To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.*

APPLICANT INFORMATION:

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Name: _____
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other contacts/Keyholders:

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Estimated Peak Number of Participants (each day of event):
Day 2 _____ Day 3 _____ Day 4 _____ Day 1 _____
Day 5 _____

Type of special effects to include pyrotechnics, explosives, discharging weapons,
hazardous materials and/or incendiary devices to be used : _____

Number and proposed location of fire protection services: _____

Inspection(s) – Date and time requested: _____

Emergency medical services: Ambulance Location(s) (note on site map): _____

Number of EMS Personnel required: _____

Number and proposed location of portable toilets: (note location on site map)

- Carnival location (if any) (note location on site map) _____
- Number of sanitation roll-out containers required: _____
- Location of parking/transportation services, if any: _____
- Type Transport Vehicles (Van, buses, etc.): _____
- Location of security and emergency vehicle parking on site: _____
- Public street barricades/street closures/detours: (note locations on site map) _____
- Temporary Parking, directional Signage needed: _____
- Main emergency vehicle access to site (location – also note on site map): _____
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) _____
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): _____
- Number and location of static/mobile displays (note on site map): _____
- Location of event staff management (headquarters): _____
- Staff Uniform Identification: _____
- Main sound system location: Next to Pizza Boyz
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): _____

- Number and location of temporary signs/banners: _____
- Number and location of promotional visual effects: _____
- Watercraft: _____
- Aircraft: _____
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): _____
- Date(s) and times of setup/breakdown: _____
- Name(s) and Type of Musical Bands to Perform (dates & times of performances):
Local Bands - From 3pm - 8pm Beatles Covers
- Noise Abatement Requirements: _____
- Adjoining Properties Impacted (Notification needed?): _____
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: _____
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): _____
- Handicapped Accessibility: _____

Items Outstanding:

- Outstanding Fees: \$ _____
- Site Plan Sketch
- 501(c)(3) Certificate of Exemption,

- Nonprofit Articles of Incorporation AND Charter AND Mission Statement
- Financial Statement (last audit period)
- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- Fire resistive rating certificates (tents, fabric, etc.)
- Schedule Fire, Building/Electrical Inspections
- Schedule Pre/Post Sanitation Inspections
- Example of Special Event vendor permits provided
- Special Event Certificate of Insurance – City as “Additional Insured” (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List Certificates required: _____

- Required permits (federal, state, local): _____
- Alcohol License (copy)
- Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- Musical Band Names/Times
- _____
- _____
- _____

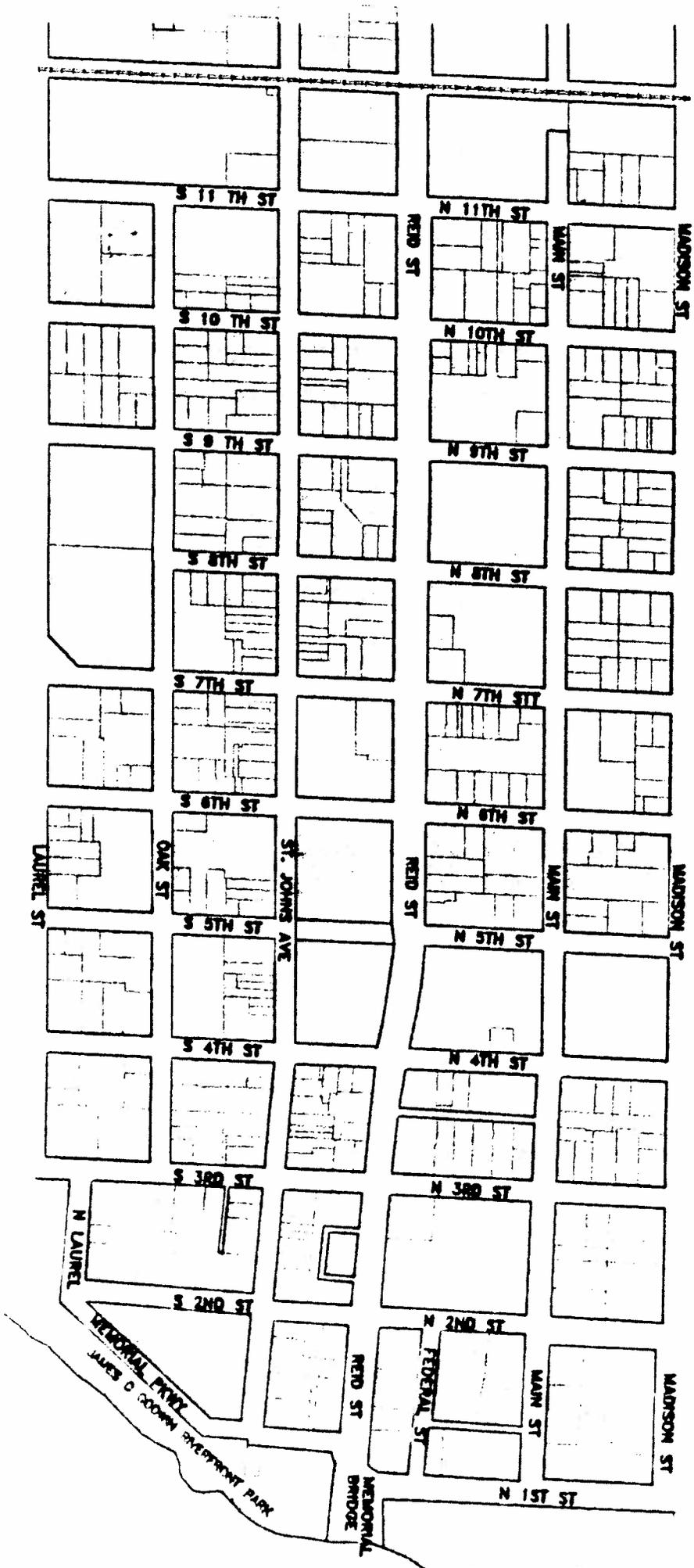
PRE-PLANNING MEETING

Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone#

Downtown Palatka



Letter of Intent Regarding Oct, 9th Concert.

September 8, 2010

To the City Commission,

My name is Alex Altman. I am co-owner of The Computer Rx llc. I have begun the process of putting together a concert in the Pizza Boyz/ Dr. Monahan parking lot. We have received verbal permission from both Alex Sharp of Pizza Boys and Dr. Marty Monahan. In the process, I have asked what would be necessary in order to produce such an event. In consideration that it is on private property and not utilizing any of the cities resources we were told we would not need to file for a permit. However, I was told that we would need a sound variance for the event.

The concert is a Beatle themed, informal production. It will consist of local bands with personal amplifiers playing covers of Beatle and John Lennon songs. It is geared toward the promotion of the Soundgarden that is undergoing changes to it's buisness model. It is also geared toward the general promotion of peace, since it is in honor of John Lennon's birthday. I have worked very closely with Soundgarden in the development of this event and it is designed based on their conceptualization.

The concert will be held from 3pm to 8pm. We are currently working with the PPD office to arrange for security and safety. Also parking is limited, but we are hopeful that Mrs. Burke will be gracious enough to commit her vacant lot on hwy 17 toward parking. There will be no construction or obstruction of public facilities and we intend this to be held solely on private property. It is meant to be a peaceful and respectful celebration of positive principles within our community. We also would hope to see public officials make appearances so that we could publicly thank them for their efforts toward revitalizing and supporting the community. We have no idea what, if any, interest there will be in this concert. However we are hopeful that it will become an annual event. If it is successful, next year's preparations will be more elaborate.

With Regards,
Alex Altman

Letter of Intent Regarding Oct, 9th Concert.

September 8, 2010

To the City Commission,

My name is Alex Altman. I am co-owner of The Computer Rx llc. I have begun the process of putting together a concert in the Pizza Boyz/ Dr. Monahan parking lot. We have received verbal permission from both Alex Sharp of Pizza Boys and Dr. Marty Monahan. In the process, I have asked what would be necessary in order to produce such an event. In consideration that it is on private property and not utilizing any of the cities resources we were told we would not need to file for a permit. However, I was told that we would need a sound variance for the event.

The concert is a Beatle themed, informal production. It will consist of local bands with personal amplifiers playing covers of Beatle and John Lennon songs. It Is geared toward the promotion of the Soundgarden that is undergoing changes to it's buisness model. It is also geared toward the general promotion of peace, since it is in honor of John Lennon's birthday. I have worked very closely with Soundgarden in the development of this event and it is designed based on their conceptualization.

The concert will be held from 3pm to 8pm. We are currently working with the **PPD** office to arrange for security and safety. Also parking is limited, but we are hopeful that Mrs. Burke will be gracious enough to commit her vacant lot on hwy 17 toward parking. There will be no construction or obstruction of public facilities and we intend this to be held solely on private property. It is meant to be a peaceful and respectful celebration of positive principles within our community. We also would hope to see public officials make appearances so that we could publicly thank them for their efforts toward revitalizing and supporting the community. We have no idea what, if any, interest there will be in this concert. However we are hopeful that it will become an annual event. If it is successful, next year's preparations will be more elaborate.

Special Events Meeting Minutes on September 14th, 2010 at 9am

Jeff Norton	Absent	Parks Department/ Special Event Coordinator
Ke'Ondra Wright	Present	Parks Department
Andrew Synder	Present	Palatka Police Department
Mark Lynady	Present	Fire Department
Ed Chandler	Absent	Public Works
Debbie Banks	Present	Building & Zoning
Alex Altman	Present	

Chairman Ke'Ondra Wright Opened the meeting

Alex Altman Permit # 10-42

- Ms. Burke is not going to let him use her parking lot for additional parking. Mr. Lynady advised Mr. Altman to check with McKinnon's Home Furnishing or the School Board to utilize their parking lot for additional parking.
- Mr. Altman is talking to the residents to let them know this event will be going on and the date and time of the event.
- Mr. Altman turned in the paper work requesting for 2 police officers for this event. (Mr. Altman is working with Tammy from the PPD on the officers)
- Mr. Altman didn't do any fundraising prior to this event.
- There will be no food vendors.
- No alcohol
- Noise variance will be needed from 3pm until 8pm. D. Banks makes a motion to recommend a noise variance Seconded by M. Lynady.

Other Business:

- Palatka High School Homecoming Parade OPS Plan is ready Officer Synder is waiting on the approval from the Chief of Police. When he has the approval he will submit a copy to Mr. Norton.
- Artoberfest and the Halloween OPS Plans will be ready on September 16, 2010 and Mr. Norton will also receive a copy of the OPS Plan.
- Special Events Ordinance Changes please review the emailed Special Events Ordinance with the changes and bring any suggestions or questions to the next meeting on Wednesday, September 22, 2010. Mrs. Banks submitted suggestion today.

Meeting adjourned at 9:30am

*Agenda
Item*

3d

MEMORANDUM

TO: MR. BOYNTON, CITY MANAGER
FROM: JEFF NORTON, PARKS & RECREATION MANAGER
SUBJECT: NOISE VARIENCE
DATE: 9/16/2010
CC: BESTY DRIGGERS

A Special Events permit was submitted from Keep Putnam Beautiful for an "Artoberfest" event to be held on October 1st -2nd, 2010.

The hours for the Keep Putnam Beautiful "Artoberfest" event are:

- Friday October 1st, 2010 12noon until 5pm
- Saturday October 2nd, 2010 10am until 5pm

This event will require a noise variance for the following:

- Friday October 1st, 2010 12noon until 5pm
- Saturday October 2nd, 2010 1pm until 5pm

I recommend the "Noise Variance" be approved for this event.

If you have any questions or concerns please contact my office.

Jeff Norton

Special Events Meeting Minutes on September 1st, 2010 at 9am

Jeff Norton	Present	Parks Department/ Special Event Coordinator
Ke'Ondra Wright	Present	Parks Department
Cornell Brown	Present	Palatka Police Department
Mike Lambert	Present	Fire Department
Ramicah Watkins	Present	Keep Putnam Beautiful
Billy Ennis	Present	Downtown Blues
Charles Wellborn	Present	
Dennis Moore	Present	St. John's Super Dog
Ed Chandler	Absent	Public Works
Debbie Banks	Absent	Building & Zoning

Chairman Jeff Norton Opened the meeting

St. John's Super Dog Permit # 10-37

- 1 year Anniversary at the Concession Stand
- There will be no Street Closures
- Event will be held at 6pm until 12 midnight (Amplified sound will be from 7pm until 11pm)
- The live Band will be Quick Draw
- Noise Variance for the following times: 7pm until 11pm
- No tents
- Will have a Barbecue Grill on his trailer.
- On duty patrol will check the area at varies times.

Artoberfest Permit # 10-31

- Valerie will redo the application with all the updates
- OPS Plan will be conducted and turned in by Cornell Brown
- In 2 weeks we will put the noise variance on the City of Palatka Pre-Agenda for a noise variance.

Palatka Downtown Blues Festival Permit # 10-42

- Will turn in a new application
- Would like to close the following Streets: 200 Block to 8th Street
- Would like to set up Friday afternoon (November 19, 2010)
- Will send out flyers and invites to the Blues Bands to everyone in this region only
- No music will be at night
- No alcohol
- The will be a day time Festival.

APPLICATION # 10-31

(circle one below)

CLASS A PERMIT - Filing Deadline: 90 days prior to event

CLASS B PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,
RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

Palatka Art League, Valeria Ingamel

CONTACT PERSON Valeria Ingamel TELEPHONE 546-5545

FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

Keep Putnam Beautiful

CONTACT PERSON Ramiah Watkins TELEPHONE 325-9598

FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY ArttoberFest

4. DATE & HOURS OF DESIRED USE: Oct. 1st, 2nd, 2010 10am-5pm

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, Road Closure etc.)
100 Block of St. Johns Avenue & Memorial Drive

6. ESTIMATE OF ANTICIPATED ATTENDANCE _____

7. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

8. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- CLASS A: \$100.00 up to 10,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
- \$150.00 10,000 - 40,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
- CLASS B: \$200.00 - 40,000 - 80,000 in attendance per day (plus tax in not a non-profit at current Fla rate)
- \$75.00 per day (plus tax in not a non-profit at current Fla rate)

Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly.

Number of Days _____ Fee Required (Yes/No) _____ Check Enclosed? _____

9. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.

10. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES AND TO MAKE APPLICATION FOR PERMITTING OF SPECIAL EVENTS, AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS (unless specific authorization is granted) OR HINDER PRIVATE PROPERTY or VIOLATE ALLOWABLE NOISE LEVELS. **Organizers are required** to contact the Parks Department at 386-329-0100 for pre-planning purposes.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

SIGNATURE OF APPLICANT

Date

APPROVED:

City Manager or Designated Agent

Date

Police Chief **

Date

** Required on all Class A Permits, and Class B Permits involving street closings or other events that impact public safety

RETURN TO:

Special Events Coordinator
Palatka City Hall
201 N. 2nd Street
Palatka, FL 32177

Events Coordinator: Send COPIES TO:

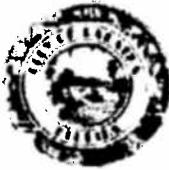
City Clerk
Police Dept.
Fire Dept.
Sanitation Dept.
Downtown Palatka, Inc.
Keep Putnam Beautiful
Chamber of Commerce
Palatka Daily News

OR, YOU MAY FAX

THIS APPLICATION TO

386-329-0106 Attn: PARKS DEPT

For your convenience, you can visit www.palatka-fl.gov, Special Events, for more information on special events. FOR ADDITIONAL INFORMATION PLEASE CALL THE PALATKA PARKS DEPT. AT 386-329-0100.



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

<input type="checkbox"/> Site Sketch Provided <input type="checkbox"/> Tentative Schedule of Events	Event Classification: Class A <input type="checkbox"/> Class B <input checked="" type="checkbox"/> Class C <input type="checkbox"/>
--	---

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/Production: Auttober Fest

Type of Event: Festival

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. – attach separate listing if necessary) _____

Location of Event: 100 Block of St. Johns Ave. Memorial Drive

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
Event Day 1	<u>10.1.10</u>	<u>1</u>	<u>12</u> AM <u>PM</u>	<u>5</u> AM <u>PM</u>
Event Day 2	<u>10.2.10</u>	<u>2</u>	<u>10</u> AM <u>PM</u>	<u>5</u> AM <u>PM</u>
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) Tues. Sept. 30 at (time) 4:00

Break down will be completed by (Date) Mon. Oct. 4 at (time) 5:00

Event Sponsor/Organization _____

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

"Class A" Event Daily Fees (see fee schedule) \$ _____ Security Fees @ \$18.00/hr/officer Green Container Fees @ 15.00/container Refundable Deposit \$500.00	"Class B" Event Daily Fees \$75.00/day Security Fees @ \$18.00/hr/officer Green Container Fees @ \$15.00/container Public Works Employees @ \$10.00/hr (no charge during normal working hours)
---	--

Special Event Permit Fees \$ _____ Per day x _____ days \$ _____

Law Enforcement (City)
Police Officer(s) \$ 18.00 per hour x _____ hours \$ _____
of personnel _____ Total # of hours _____

Public Works Services (Class B only – no charge during regular working hours)
Parks Personnel # _____ x _____ hrs. @ \$ 10.00 per hour \$ _____
Sanitation Personnel # _____ x _____ hrs. @ \$ 10.00 per hour \$ _____
Utilities Dist. Personnel # _____ x _____ hrs. @ \$ 10.00 per hour \$ _____

Sanitation Equipment Fee
green roll-out containers of containers _____ x \$ 15.00 per container \$ _____

Additional Charges (list)

_____ \$ _____
_____ \$ _____

Refundable Deposit \$500.00 Required? (circle one) Yes No \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ _____

To be completed and submitted by applicant prior to meeting with city staff.
City staff will amend checklist as necessary.

APPLICANT INFORMATION:

Name: Valeria Ingamel
Telephone: _____ Fax: _____ Cellular: 546-5545
Address: _____

Name: Ramieah Watkins
Telephone: 325-9598 Fax: _____ Cellular: _____
Address: _____

Other contacts/Keyholders:

Name: Charlie Welborne Telephone: 328-5307
Cellular: 546-4999 Fax: _____

Name: _____ Telephone: _____
Cellular: _____ Fax: _____

Estimated Peak Number of Participants (each day of event):
Day 1 100 Day 2 100 Day 3 _____ Day 4 _____ Day 5 _____

Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used : _____

Number and proposed location of fire protection services: _____

Inspection(s) - Date and time requested: Friday, Oct. 1, 10am

Emergency medical services: Ambulance Location(s) (note on site map): _____

Number of EMS Personnel required: _____

Number and proposed location of portable toilets: (note location on site map)
Handicap 1 2 others 1 Hand washing station

- Carnival location (if any) (note location on site map) _____
- Number of sanitation roll-out containers required: _____
- Location of parking/transportation services, if any: _____
- Type Transport Vehicles (Van, buses, etc.): _____
- Location of security and emergency vehicle parking on site: P.P.D. & Volunteers throughout Fest
- Public street barricades/street closures/detours: (note locations on site map) See map
- Temporary Parking, directional Signage needed: _____
- Main emergency vehicle access to site (location – also note on site map): _____
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) Tents + bleachers @ main stage - See MAP
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): See MAP
- Number and location of static/mobile displays (note on site map): _____
- Location of event staff management (headquarters): Registration Booth @ Amphitheater
- Staff Uniform Identification: T-shirts
- Main sound system location: Main Stage
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): Riverfront, See MAP - GRASSY AREA by beyond Amphitheater

- Number and location of temporary signs/banners: _____
- Number and location of promotional visual effects: _____
- Watercraft: _____
- Aircraft: _____
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): _____
- Date(s) and times of setup/breakdown: _____
- Name(s) and Type of Musical Bands to Perform (dates & times of performances): _____
- Schedule to be Submitted 1 wk prior
- Noise Abatement Requirements: *Businesses in the immediate area will be notified*
- Adjoining Properties Impacted (Notification needed?): *See above*
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: _____
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): _____
- Handicapped Accessibility: _____

Items Outstanding:

- Outstanding Fees: \$ _____
- Site Plan Sketch
- 501(c)(3) Certificate of Exemption,

- Nonprofit Articles of Incorporation AND Charter AND Mission Statement
- Financial Statement (last audit period)
- Consent Letter (event property): property owners on which Special Event location is held (if not held on city property)
- Fire resistive rating certificates (tents, fabric, etc.)
- Schedule Fire, Building/Electrical Inspections
- Schedule Pre/Post Sanitation Inspections
- Example of Special Event vendor permits provided
- Special Event Certificate of Insurance – City as “Additional Insured”
(if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List Certificates required: _____

- Required permits (federal, state, local): _____
- Alcohol License (copy)
- Additional Meeting Required (Adjacent Properties, Special Events Committee, others)
- Musical Band Names/Times
- _____
- _____
- _____

PRE-PLANNING MEETING

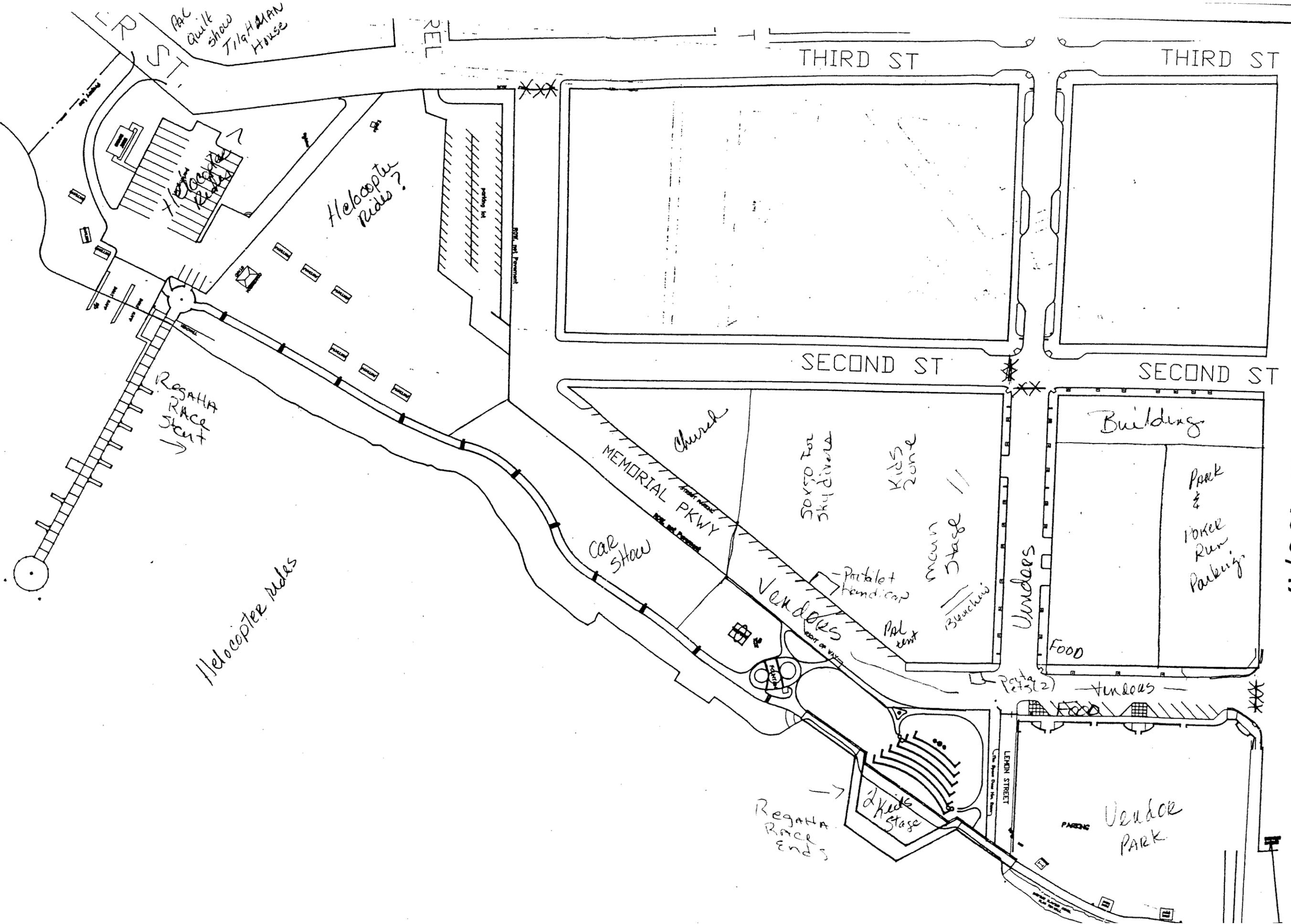
Name of Special Event/Production: _____ Date _____

Persons Attending Planning Meeting:

Name	Representing	Position	Phone#

REED ST
SIALE ROAD 100/17

BRIDGE



*Agenda
Item*

3e



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

September 1, 2010

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

Re: DW5419 010 - Palatka
Treatment/Distribution

Dear Mr. Boynton:

Enclosed are three original copies of proposed Amendment 11 to your State Revolving Fund loan agreement. The amendment provides an additional \$660,442 for this project.

Please have the appropriate officials **sign and seal** the enclosed three copies and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Director to sign the document and mail a fully executed original to you. If the signed amendment is not received by us before October 1, 2010, this additional loan may be subject to a higher interest rate. Please note that this amendment will not be executed until the special condition listed under item number 12 in the amendment has been met.

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

Sincerely,

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

RH/tw

Enclosures

cc: Honorable Karl N. Flagg - City of Palatka
Matt Reynolds - City of Palatka

**DRINKING WATER STATE REVOLVING FUND
AMENDMENT 11 TO FINANCIAL ASSISTANCE AGREEMENT DW5419 010
CITY OF PALATKA**

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

WITNESSETH:

WHEREAS, the Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Financial Assistance Agreement, Number DW5419 010, as amended, authorizing a Grant amount of \$9,464,468 and a Loan amount of \$3,609,678, excluding Capitalized Interest; and

WHEREAS, the Project Sponsor is entitled to additional financing of Loan funds in amount \$660,442, excluding Capitalized Interest; and

WHEREAS, revised provisions for audit and monitoring are needed; and

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

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

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

WHEREAS, the Project costs need revision to reflect adjusted estimates.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 1.01 of the Agreement, as amended, is amended to include the following:

“Connection Fees” shall mean the fees and charges levied upon and collected from new users of the Sewer System as a contribution toward their equitable share of the cost of capital improvements required to serve new users of the Sewer System, together with the income from investment of such amounts to the extent such fees, charges, and income are legally available to pay debt service on this Loan.

2. Subsection 1.01 of the Agreement is amended to revise the following definition:

“Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues, including Connection Fees, derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

3. Subsection 2.03(1) of the Agreement, as amended, is deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

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

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-090	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$13,734,588	140129

4. Section 5.01 of the Agreement as amended, is deleted and replaced as follows:

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Water and Sewer Systems which, including Connection Fees, will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all senior and parity debt obligations.

5. Additional Loan financing in the amount of \$660,442, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.
6. An interest rate of 2.61 percent per annum is established for the additional Loan financing amount awarded in this amendment; however, if this amendment is not executed by the Project Sponsor and returned to the Department before October 1, 2010, the interest rate may be adjusted.
7. The estimated principal amount of the Loan is hereby revised to \$4,286,073, which consists of \$4,270,120 authorized for disbursement to the Project Sponsor and \$15,953 of Capitalized Interest. This total consists of the following:
 - (a) Amendment 7 of \$460,279, including \$450,000 authorized for disbursement to the Project Sponsor and \$10,279 of Capitalized Interest, at an interest rate of 2.64 percent per annum; and
 - (b) Amendment 8 of \$484,869, including \$480,000 authorized for disbursement to the Project Sponsor and \$4,869 of Capitalized Interest, at an interest rate of 2.77 percent per annum; and
 - (c) Amendment 9 of \$450,805, including \$450,000 authorized for disbursement to the Project Sponsor and \$805 of Capitalized Interest, at an interest rate of 2.84 percent per annum; and
 - (d) Amendment 10 of \$2,229,678, authorized for disbursement to the Project Sponsor at an interest rate of 2.57 percent per annum; and
 - (e) Amendment 11 of \$660,442, authorized for disbursement to the Project Sponsor at an interest rate of 2.61 percent per annum.

The estimated principal does not reflect payments received to date.

8. An additional Loan Service Fee in the amount of \$13,209, for a total of \$85,403, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$4,270,120. The unpaid balance of \$13,209 and associated interest will be deducted from the first Semiannual Loan Payment, and if necessary the second payment, after the effective date of this amendment.
9. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$141,330. Such payments shall be received by the Department on January 15, 2011 and semiannually thereafter on July 15 and January 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.
10. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental Financial Assistance for the Project, the costs funded by such governmental assistance will not be funded by this Grant or Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit.

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

The estimated Project costs and a breakdown of Financial Assistance awarded to date follow.

(1) Estimated Construction Related Costs:

Construction and Demolition	\$ 11,025,560
Technical Services After Bid Opening	806,187
Other - interim financing charges	<u>1,080,755</u>
Total	\$ 12,912,502

(2) Financial Assistance for Estimated Preconstruction Activities Allowances:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Category	Total (\$)	Grant (\$)	Loan (\$)
Administrative Allowance	68,708	49,641	19,067
Planning Allowance	66,300	66,300	0
Engineering Allowance	687,078	496,414	190,664
Total	822,086	612,355	209,731

The administrative and engineering allowances have been adjusted to reflect revised estimates of Construction Related Costs. The planning allowance is not adjusted for changes in Construction Related Costs.

(3) Breakdown of Financial Assistance Authorized to Date:

Category	Total(\$)	Grant(\$)	Loan(\$)
Preconstruction Activities Allowances	822,086	612,355	209,731
Construction Related Costs *	12,912,502	8,852,113	4,060,389
Subtotal (Disbursable Amount)	13,734,588	9,464,468	4,270,120
Capitalized Interest	--	--	15,953
Total Loan Principal	--	--	4,286,073

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

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

	Total(\$)	Grant(\$)	Loan(\$)
Original Agreement	31,538	31,538	0
Amendment 1	104,287	104,287	0
Amendment 2	68,175	68,175	0
Amendment 7	3,000,000	2,550,000	450,000
Amendment 8	3,200,000	2,720,000	480,000
Amendment 9	3,000,000	2,550,000	450,000
Amendment 10	3,670,146	1,440,468	2,229,678
Amendment 11	660,442	0	660,442
Total to Date	13,734,588	9,464,468	4,270,120

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

12. The Special Condition in Amendment 9 is deleted and replaced as follows:

Prior to any funds in Amendment 11 being released, the Local Government shall submit a certified copy of the Resolution which establishes the Pledged Revenues which includes Connection Fees.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 11 to Financial Assistance Agreement DW5419 010 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF PALATKA

Mayor

I attest to the opinion expressed in Section 2.02
of the Agreement, entitled Legal
Authorization.

Attest

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Deputy Director
Division of Water Resource Management

Date

*Agenda
Item*

3_f

Betsy Driggers

From: Woody Boynton
Sent: Monday, September 20, 2010 8:22 AM
To: Betsy Driggers
Subject: FW: City of Palatka 2009 CDBG Contract
Attachments: HUD Form 2880.pdf; Attachment I - Activity Work Plan 9-8-2010.doc; Attachment L - Signature Authorization Form 9-8-2010.doc; Form SC-30 - CDBG Program Information Sheet.doc; Form SC-31 - Civil Rights Profile Sheet.doc; Form SC-32 - Instructions for Completing CDBG Subgrant Agreement and Attachments.pdf, Palatka CR Contract.pdf

Do we have time to get this on the agenda – acceptance of grant award CDBG?

From: Debbie.Boyette@dca.state.fl.us [mailto:Debbie.Boyette@dca.state.fl.us]
Sent: Friday, September 17, 2010 9:59 AM
To: Woody Boynton
Cc: fred.fox@fredfoxenterprises.com; david.fox@fredfoxenterprises.com; melissa.fox@fredfoxenterprises.com; marcia.willis@fredfoxenterprises.com
Subject: City of Palatka 2009 CDBG Contract

Dear Woody:

A completeness letter has been sent by certified mail to your Chief Elected Official advising (him/her) that your Small Cities CDBG application is currently ranked high enough to be funded during the FFY 2009 cycle. The execution of the attached CDBG contract depends on your final ranking after the CDBG Office reviews your responses to the completeness letter.

Since your CDBG application may be funded, we are sending you the attached CDBG contract for execution. Please return three copies of the contract with original signatures as soon as possible but no later than October 4.

Also attached to this e-mail are forms which must be returned with the contracts. Please review the attached instruction sheet, which explains how to complete the contract and the other forms. It also states how many copies of each form must be sent to the CDBG Office.

If you have any questions about completing these documents, please call or e-mail me.

Debbie Boyette, Financial Specialist
Florida Small Cities CDBG Program
850/922-1883

We are committed to maintaining the highest level of service and we value your feedback. Please complete our Customer Service Survey. If you require direct assistance or a response, please visit our Contact Page.

Florida has a broad public records law and all correspondence, including email addresses, may be subject to disclosure.

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

Contract Number: 11DB-L4-04-64-02-C 02
Rule Chapter: 9B-43, Florida Administrative Code
Effective: June 6, 2010

CFDA Number: 14.228

FFY 2009 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Commercial Revitalization

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Department has statutory authority to disburse the funds under this Agreement.

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

(1) **SCOPE OF WORK**

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan, Attachment I of this Agreement and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on **July 22, 2010**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

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

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

(3) **PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for State and Local Governments," or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

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

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

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

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

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

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

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

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

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

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

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

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

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

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

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

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

(7) REPORTS

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

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

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

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

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

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

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

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

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION

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

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

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

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

(13) NOTICE AND CONTACT

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

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

Debbie Boyette, Financial Specialist
Florida Small Cities CDBG Program
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850/922-1883 - Fax: 850/922-5609
Email: Debbie.Boyette@dca.state.fl.us

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

*Woody Boynton, City Manager
City of Palatka
201 North 2nd Street
Palatka, Florida, 32177
Telephone: 386/329-0100 – Fax: 386/329-0106
Email: wboynton@palatka-fl.gov*

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments (check all that are applicable):

- Exhibit I - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Civil Rights Compliance Assurance
- Attachment L – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **\$750,000.00**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Subgrant Application.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment K to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

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

Department of Community Affairs
Cashier
Fiscal Management
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

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

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

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

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

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

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

2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

**STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE**

Contract Number: 11DB-L4-04-64-02-C 02

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

CITY OF PALATKA

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

Name: Karl N. Flagg

Name: Michael Richardson

Title: Mayor

Title: Assistant Secretary and Acting Director,
Division of Housing and Community
Development

Federal Tax ID#: 59-6000401

DUNS#: 01-059-5445

EXHIBIT – 1

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

Separately list the following information for each federal program from which the resources awarded to the Recipient originate:

	Florida Small Cities Community Development Block Grant Program
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State's Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$750,000.00

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

Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:

Compliance Requirement	Program
<i>1. The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R, Subpart I, Sections 570.480 – 570.497.</i>	Small Cities CDBG
<i>2. The Recipient shall be governed by 290.401-409, F.S., Rule 9 B-43, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i>	

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. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.



NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.

ATTACHMENT A
Scope of Work and Budget

*Agenda
Item*

3g

Agenda Item

4a

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

City of Palatka
Office of the City Manager

To: Palatka City Commission

From: Woody Boynton, City Manager

Date: September 20, 2010

RE: F/Y 2010-2011 TRIM Process - Proposed Budget and Millage Rate

I have submitted the proposed F/Y 2010-11 Budget based upon the actual proposed millage rate of 8.65, which represents a 1.44% decrease in the rolled-back rate. The proposed budgets have been on file in the Clerk's Office for the public's inspection. Both the Levy and Appropriations ordinances were passed on first reading on 9/9/10. There has been one change to Section One of the Appropriation ordinance due to requirements from the Department of Revenue regarding Ad Valorem taxes. The Department of Revenue requires 95% of the total taxes levied to be budgeted as Ad Valorem taxes within the General Fund; however the amount that was originally budgeted is the actual amount that will be received as Ad Valorem taxes within the General Fund after the transfers to the Tax Increment Funds. This change caused an increase in the total General Fund budget of approximately \$85,000.

The proposed budget and Notice of Budget Hearing ran in the Palatka Daily News on Tuesday, September 21, 2010.

It is my recommendation to pass the Levy Ordinance, which will set the final taxable millage rate at 8.65 for F/Y 2010-11, and Appropriations Ordinance on second reading for adoption.

ORDINANCE NO. 10 - 20

entitled

AN ORDINANCE LEVYING TAXES FOR THE YEAR 2010 TO RAISE THE NECESSARY REVENUE TO DEFRAY THE EXPENSES OF THE CITY OF PALATKA FOR THE FISCAL YEAR 2010 - 2011.

WHEREAS, by general law of the State of Florida, all ad valorem taxes are assessed and collected by the County; and whereas, the Property Appraiser of Putnam County, Florida, has submitted the Tax Roll for the year 2010 and, whereas, it is necessary that the City Commission of the City of Palatka certify the millage levy for the City of Palatka for the year 2010 to the Tax Collector of Putnam County, Florida, and the Board of County Commissioners of Putnam County, Florida.

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

Section 1. That the City of Palatka does hereby levy for municipal purposes on all the Real and Personal property within the limits of the City, except homestead and other property exempt under the Constitution and laws of the State of Florida and the Ordinances of the City of Palatka, for the tax year 2010 to raise the necessary revenue to defray the expenses of the City, for the General Fund for the operating expenses of the City, eight point six five (8.65) mills on the dollar of valuation on the assessment roll of property within the City of Palatka. This represents a minus one point four four percent (-1.44%) decrease over the rolled back millage.

Section 2. Said millage rates are hereby certified to the Property Appraiser of Putnam County, Florida, and to the Board of County Commissioners of Putnam County, Florida, and a certified copy of this ordinance shall be delivered by the City Clerk to said Property Appraiser and Board of County Commissioners.

Section 3. If any of the provisions of this ordinance, or the application thereof, shall be held to be invalid, such invalidity shall not effect other provisions of this ordinance which may be given effect without the invalid provisions, and to such end the provisions of this ordinance are declared to be severable.

Section 4. This ordinance shall take effect immediately upon its final passage, and a copy hereof shall be published one time in a newspaper of general circulation within the City of Palatka within ten (10) days after final passage hereof.

PASSED AND ADOPTED this 23rd day of September, 2010.

CITY OF PALATKA, FLORIDA

**By: _____
Its MAYOR**

ATTEST:

CITY CLERK

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0195

City of Palatka
Office of the Finance Director

To: Mayor Flagg, City Commissioners

From: Matt Reynolds, Finance Director

Date: September 1, 2010

RE: General Fund Budget Update

General Fund Overview

The General Fund Budget required a few slight changes in several departments, however the total amount of revenues and expenditures have not changed from the budget workshop on July 22nd. I have included any pages that have changed since the budget workshop in order to allow for comparison between the preliminary budget and the current version. Any line item amounts which have changed since the preliminary version have been marked.

General Administration Expense

The contractual services line item was increased in order to cover the costs of network and server administration for City Hall.

General Government

The amount that is budgeted to be transferred to the golf course fund was decreased due to several changes that were made within the golf course fund budget. Contingency was also decreased due to adjustments made within the General Fund Budget.

Better Place Plan Funds

Proceeds that were left over from the purchase of the Frank George building were added to the Better Place Plan budget to pay for a partial amount of debt service on the loan. This allowed for one of the prisoner crews that are normally budgeted in the Streets Department to be budgeted under the Better Place Plan for this fiscal year.

Public Safety/Building & Zoning

No changes were made within this department.

Police Department

Several line items were adjusted to add funding for the K-9 Program.

Fire Department

No changes were made within this department.

Streets Department

The prisoner crew that was budgeted in the Streets Department was moved to the Better Place department.

Cemeteries

No changes were made within this department.

Cultural Services

No changes were made within this department.

Parks Department

No changes were made within this department.

Community Center

No changes were made within this department.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 6/10
Rule 12D-16.002
Florida Administrative Code

Year 2010	County PUTNAM
Principal Authority CITY OF PALATKA	Taxing Authority CITY OF PALATKA

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	353,890,633	(1)
2.	Current year taxable value of personal property for operating purposes	\$	57,939,007	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	847,854	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	412,677,494	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	3,022,213	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	409,655,281	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	416,061,561	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? (If yes, enter the number of forms DR-420DEBT, <i>Certification of Voted Debt Millage</i> for each debt service levy.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number 0	(9)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser	Date	
Electronically Certified by Property Appraiser on 6/30/2010 2:48 PM			

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, -0-

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>		8.6500	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	3,598,933		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	283,901		(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,315,032		(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	31,924,190		(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	377,731,091		(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>		8.7762	per \$1000	(16)
17.	Current year proposed operating millage rate		8.6500	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	3,569,660		(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs  **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	3,315,032	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		8.7762 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	3,621,740	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(Total of Line 18 from all DR-420 forms)</i>	\$	3,569,660	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		8.6500 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		-1.44 %	(27)

First public budget hearing	Date 9/9/2010	Time 6:00 PM	Place 201 N. 2nd Street, Palatka, Florida 32177
------------------------------------	------------------	-----------------	--

SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer			Date	
	Title CITY MANAGER		Contact Name ELWIN C. BOYNTON, JR.		
	Mailing Address		Physical Address 201 N 2ND ST		
	City, State, Zip PALATKA, FL 32177		Phone Number		Fax Number



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code

Year	2010	County	PUTNAM
Principal Authority	CITY OF PALATKA	Taxing Authority	CITY OF PALATKA
Community Redevelopment Area	Downtown	Base Year	1983

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	38,397,099	(1)
2.	Base year taxable value in the tax increment area	\$	14,750,255	(2)
3.	Current year tax increment value (Line 1 minus Line 2)	\$	23,646,844	(3)
4.	Prior year Final taxable value in the tax increment area	\$	38,696,405	(4)
5.	Prior year tax increment value (Line 4 minus Line 2)	\$	23,946,150	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser	Date	

SECTION II: COMPLETED BY TAXING AUTHORITY *Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.*

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value (Line 3 multiplied by the percentage on Line 6a) If value is zero or less than zero, then enter zero on Line 6b	\$	22,464,502	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	196,777	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value (Line 5 multiplied by Line 7b, divided by 1,000)	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value (Line 7a divided by Line 7c, multiplied by 100)		0.00 %	(7d)
7e.	Dedicated increment value (Line 3 multiplied by the percentage on Line 7d) If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

SIGN HERE	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer			Date
	Title	CITY MANAGER		Contact Name
	Mailing Address	ELWIN C. BOYNTON, JR., CITY MANAGER		Physical Address
	City, State, Zip	PALATKA, FL 32177		Phone Number
			3863290100	Fax Number



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code

Year 2010	County PUTNAM
Principal Authority CITY OF PALATKA	Taxing Authority CITY OF PALATKA
Community Redevelopment Area North Historic	Base Year 1994

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	4,030,950	(1)
2.	Base year taxable value in the tax increment area	\$	1,099,110	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	2,931,840	(3)
4.	Prior year Final taxable value in the tax increment area	\$	3,904,627	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	2,805,517	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser			Date

SECTION II: COMPLETED BY TAXING AUTHORITY *Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.*

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	2,785,248	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	23,054	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

SIGN HERE	Taxing Authority Certification		I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer			Date	
	Title CITY MANAGER		Contact Name ELWIN C. BOYNTON, JR.		
	Mailing Address ELWIN C. BOYNTON, JR., CITY MANAGER		Physical Address 201 N 2ND ST		
	City, State, Zip PALATKA, FL 32177		Phone Number 3863290100	Fax Number	



TAX INCREMENT ADJUSTMENT WORKSHEET

DR-420TIF
R. 6/10
Rule 12D-16.002
Florida Administrative Code

Year 2010	County PUTNAM
Principal Authority CITY OF PALATKA	Taxing Authority CITY OF PALATKA
Community Redevelopment Area South Historic	Base Year 1994

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	10,243,001	(1)
2.	Base year taxable value in the tax increment area	\$	3,217,275	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	7,025,726	(3)
4.	Prior year Final taxable value in the tax increment area	\$	11,014,090	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	7,796,815	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser		Date

SECTION II: COMPLETED BY TAXING AUTHORITY *Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.*

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> If value is zero or less than zero, then enter zero on Line 6b	\$	6,674,440	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	64,070	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> If value is zero or less than zero, then enter zero on Line 7e	\$	0	(7e)

SIGN HERE	Taxing Authority Certification		I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer			Date	
	Title CITY MANAGER		Contact Name ELWIN C. BOYNTON, JR.		
	Mailing Address ELWIN C. BOYNTON, JR., CITY MANAGER		Physical Address 201 N 2ND ST		
	City, State, Zip PALATKA, FL 32177		Phone Number 3863290100	Fax Number	



MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 6/10
Rule 12D-16.002
Florida Administrative Code

Year 2010	County PUTNAM
Principal Authority CITY OF PALATKA	Taxing Authority CITY OF PALATKA

1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(1)
--	--	-----

IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.

2. Current year rolled-back rate from Current Year Form DR-420, Line 16	8.7762	per \$1,000	(2)
3. Prior year maximum millage rate with a majority vote from 2009 Form DR-420MM, Line 13	9.5259	per \$1,000	(3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	8.6500	per \$1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	416,061,561	(5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$	3,963,361	(6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	283,901	(7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$	3,679,460	(8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	377,731,091	(9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>		9.7410	per \$1,000 (10)

Calculate maximum millage levy

11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	9.7410	per \$1,000	(11)
12. Change in per capita Florida personal income <i>(See Line 12 Instructions)</i>	.9811		(12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	9.5569	per \$1,000	(13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	10.5126	per \$1,000	(14)
15. Current year proposed millage rate	8.6500	per \$1,000	(15)
16. Minimum vote required to levy proposed millage: (Check one)			(16)

- a. Majority vote of the governing body: Check here, if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. *Enter Line 13 on Line 17.*
- b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. *Enter Line 15 on Line 17.*
- c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*
- d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	9.5569	per \$1,000	(17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$	412,677,494	(18)

19.	Current year proposed taxes (Line 15 multiplied by Line 18, divided by 1,000)	\$	3,569,660	(19)
20.	Total taxes levied at the maximum millage rate (Line 17 multiplied by Line 18, divided by 1,000)	\$	3,943,918	(20)

DEPENDENT SPECIAL DISTRICTS AND MSTUs



STOP HERE. SIGN AND SUBMIT.

21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage (The sum of all Lines 19 from each district's Form DR-420 MM-P)	\$	0	(21)
22.	Total current year proposed taxes (Line 19 plus Line 21)	\$	3,569,660	(22)

Total Maximum Taxes

23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage (The sum of all Lines 20 from each district's Form DR-420 MM-P)	\$	0	(23)
24.	Total taxes at maximum millage rate (Line 20 plus line 23)	\$	3,943,918	(24)

Total Maximum Versus Total Taxes Levied

25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	(25)
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SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer			Date	
	Title CITY MANAGER		Contact Name ELWIN C. BOYNTON, JR.		
	Mailing Address ELWIN C. BOYNTON, JR., CITY MANAGER		Physical Address 201 N 2ND ST		
	City, State, Zip PALATKA, FL 32177		Phone Number 3863290100	Fax Number	

Complete and submit this Form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the Form DR-420, Certification of Taxable Value.

NOTICE OF BUDGET HEARING

The City of Palatka has tentatively adopted a budget for fiscal year 2010-2011. A public hearing to make a **FINAL DECISION** on the budget **AND TAXES** will be held on Thursday, September 23, 2010, at 6:00 p.m. at City Hall, City Commissioners' Meeting Room, 201 N. 2nd Street, Palatka, Florida.

BUDGET SUMMARY CITY OF PALATKA FISCAL YEAR 2010/2011

	General Fund	Utility Fund	Sanitation Fund	Golf Fund	Airport Fund	Total Budget
Taxes: Millage 8.65 per \$1,000						
Balance Forward:	\$ 77,014				\$ 149,510	\$ 226,524
Estimated Revenues:						
Ad Valorem Taxes	\$ 3,303,516					\$ 3,303,516
Sales and Use Taxes	\$ 2,699,962					\$ 2,699,962
Licenses/Permits	\$ 1,003,309					\$ 1,003,309
Intergovernmental	\$ 1,088,162					\$ 1,088,162
Charges for Services	\$ 178,433	\$ 3,698,028	\$ 1,525,079	\$ 960,429	\$ 436,463	\$ 6,794,432
Fines/Forfeitures	\$ 48,484					\$ 48,484
Miscellaneous	\$ 235,815	\$ 76,266	\$ 50		\$ 283,911	\$ 596,042
Interest	\$ 6,255	\$ 720				\$ 6,975
Other	\$ 65,000	\$ 100,000		\$ 46,790		\$ 211,790
Total Revenue and Other Financing Sources	\$ 8,703,950	\$ 3,873,014	\$ 1,525,129	\$ 1,007,219	\$ 869,884	\$ 15,979,196
Expenditures/Expenses						
Administration	\$ 350,216	\$ 454,245				\$ 804,461
General	\$ 760,972					\$ 760,972
Public Safety	\$ 5,584,706					\$ 5,584,706
Transportation	\$ 525,284				\$ 645,494	\$ 1,170,778
Parks/Recreation	\$ 623,062			\$ 825,329		\$ 1,448,391
Physical Environment	\$ 354,849	\$ 2,575,426	\$ 1,400,689			\$ 4,330,964
Debt	\$ 504,861	\$ 843,343	\$ 124,440	\$ 181,890	\$ 224,390	\$ 1,878,924
Total Expenditures/Expenses	\$ 8,703,950	\$ 3,873,014	\$ 1,525,129	\$ 1,007,219	\$ 869,884	\$ 15,979,196

<p>THE TENTATIVE, ADOPTED AND/OR FINAL BUDGETS ARE ON FILE IN THE CLERK'S OFFICE AT 201 N 2ND STREET, PALATKA, FLORIDA AS A PUBLIC RECORD.</p>
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Agenda Item

4b

ORDINANCE NO. 10- 27

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, MAKING AN APPROPRIATION OF MONIES FOR THE OPERATING EXPENSES OF THE CITY OF PALATKA FOR GENERAL ADMINISTRATION OF THE SEVERAL GOVERNMENTAL DEPARTMENTS OF THE CITY, AND FOR CONTRIBUTING TO THE SEVERAL SINKING FUNDS OF THE CITY TO PAY INTEREST ON AND PROVIDE FOR THE RETIREMENT OF THE OUTSTANDING BONDS AND OTHER FIXED OBLIGATIONS OF THE CITY, AND FOR PALATKA GAS AUTHORITY, FOR AND DURING THE FISCAL YEAR A.D. 2010-11.

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

Section 1. That the sum of Eight Million, Seven Hundred Ninety-One Thousand, Six Hundred Eleven and 00/100 Dollars (\$8,791,611.00) is hereby appropriated to the GENERAL FUND of the City of Palatka for the general operation and administration of the several governmental departments of the City for and during the fiscal year 2010-11, a detailed breakdown and accounting of which is set forth in the itemized Budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 2. That the sum of Three Million, Eight Hundred Ninety-Eight Thousand, Seven Hundred Four and 00/100 Dollars (\$3,898,704.00) is hereby appropriated to the UTILITY FUND of the City of Palatka for the general operation and maintenance of the several utility departments of the City, for and during the fiscal year A.D. 2010-11, a detailed breakdown and accounting of which is set forth of the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 3. That the sum of Four Hundred Sixty-Four Thousand, Four Hundred Sixty-One and 00/100 Dollars (\$464,461.00) is hereby appropriated to the Florida Municipal Loan Council Revenue Bonds Series 2010A Sinking Fund of the City of Palatka to be paid into said Fund during the fiscal year A.D. 2010-11, from the operating revenues of the Municipal Water & Sewer Work Systems to meet and pay the principal and interest on the Florida Municipal Loan Council Revenue Bonds Series 2010A.

Section 4. That the sum of Fifty Three Thousand, Eight Hundred Twenty Two and 00/100 Dollars (\$53,822.00) is hereby appropriated to the Clean Water State Revolving Fund of the City of Palatka to be paid into said Fund during fiscal year A. D. 2010-11, from the operating revenues of the Municipal Water & Sewer Work Systems to meet and pay the principle and interest of the Clean Water State Revolving Fund Construction Loan, maturing in the fiscal year A. D. 2010-11.

Section 5. That the sum of One Million, Seven Thousand, Two Hundred Nineteen and 00/100 Dollars (\$1,007,219.00) is hereby appropriated to the Golf Course Fund of the City of Palatka for the general operation and maintenance of the Golf Course of the City, for and during the fiscal year A.D. 2010-11, a detailed breakdown and accounting of which is set forth in the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 6. That the sum of One Hundred and Eighty-One Thousand, Eight Hundred Ninety and 00/100 Dollars (\$181,890.00) is hereby appropriated to the Taxable Golf Course Revenue Note Sinking Fund of the City of Palatka to be paid into said fund during the fiscal year A. D. 2010-11, from net revenues from the Golf Course and non-ad valorem revenues, to meet and pay the principal and interest on the Taxable Golf Course Revenue Note, issue of 2008, maturing in the year 2022-23.

Section 7. That the sum of One Million, Five Hundred Twenty-Five Thousand, One Hundred Twenty-Nine and 00/100 Dollars (\$1,525,129.00) is hereby appropriated to the Sanitation Fund of the City of Palatka for the general operation and maintenance of the Sanitation Department for and during fiscal year 2010-11, a detailed breakdown and accounting of which is set forth in the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 8. That the sum of Eight Hundred Sixty-Nine Thousand, Eight Hundred Eighty-Four and 00/100 Dollars (\$869,884.00) is hereby appropriated to the Kay Larkin Municipal Airport Fund of the City of Palatka for the general operation and maintenance of the Kay Larkin Municipal Airport Department for and during fiscal year 2010-11, a detailed breakdown and accounting of which is set forth in the itemized budget of the City as adopted by the City Commission and which is on file in the office of the City Clerk.

Section 9. That the sum of Two Hundred Twenty-Four Thousand, Three Hundred Ninety and 00/100 Dollars (\$224,390.00) is hereby appropriated to the Airport Revenue Notes Sinking Fund of the City of Palatka to be paid into said Fund during the fiscal year A.D. 2010-11, from net revenues from the Kay Larkin Airport and non-ad valorem revenues, to meet and pay the principal and interest on the Airport Revenue Notes.

Section 10. That the sum of One Million, Seven Hundred Thirty-Three Thousand, Nine Hundred Eighteen and 00/100 Dollars (\$1,733,918.00) is hereby appropriated to the Palatka Gas Authority operation fund from monies collected by the Palatka Gas Authority operation fund from monies collected by the Palatka Gas Authority for the sale of Natural Gas during the fiscal year 2010-11.

Section 11. That the appropriations to the General Fund in Section One (1) hereof shall be paid into said funds from monies accruing to the City from ad valorem taxes levied for the year 2011 by the City for such purposes, and any and all other monies accruing to the City during the fiscal year 2010-11 not appropriated, earmarked or accruing on account of a tax levied for another specific purpose, shall accrue and be paid to the General Fund of the City and subject to expenditure for municipal purposes not inconsistent with the law and the provisions of this Ordinance; that the appropriation to the Utility Fund in Section Two (2) hereof shall be paid into said fund from monies collected by the City from the utility revenues during the fiscal year 2010-11, and shall be paid to the Utility Fund of the City and shall be subject to expenditure for municipal

purposes in connection with the operation and maintenance of the utilities of the City not inconsistent with the law and the provisions of this Ordinance; that the appropriation for the Florida Municipal Loan Council Revenue Bonds Series 2010A Sinking Fund in Section Three (3) hereof shall be paid into said Fund from monies collected by the City from the utility revenues during fiscal year 2010-11 under the terms, conditions and provisions set forth in said Section Three (3) hereof; that the appropriation for the Clean Water State Revolving Fund in Section Four (4) hereof shall be paid into said Fund from monies collected by the City from the utility revenues during fiscal year 2010-11 under the terms, conditions and provisions set forth in said Section Four (4) hereof; that the appropriation to the Golf Course Fund in Section Five (5) hereof shall be paid into said fund from monies collected by the City from the Golf Course revenues during the fiscal year 2010-11, and shall be paid to the Golf Course Fund of the City and shall be subject to expenditure for municipal purposes in connection with the operation and maintenance of the Golf Course of the City not inconsistent with the law and provisions of this Ordinance, that the appropriation to the Taxable Golf Course Revenue Note of 2008 Sinking Fund in Section Six (6) hereof shall be paid into said fund from the monies accruing to the City from the operation of the Municipal Golf Course and certain franchise revenues during the fiscal year 2010-11; that the appropriation to the Sanitation Fund in Section Seven (7) hereof shall be paid into said fund from monies collected by the City from Sanitation revenues collected during the fiscal year 2010-11 and shall be subject to expenditure for municipal purposes in connection with the operation and maintenance of the Sanitation Department of this City not inconsistent with the law and provisions of this Ordinance; that the appropriation to the Kay Larkin Municipal Airport Fund in Section Eight (8) hereof shall be paid into the said fund from monies collected by the City from Kay Larkin Municipal Airport revenues collected during the fiscal year 2010-11 and shall be subject to expenditures for municipal purposes in connection with the operation and maintenance of the Kay Larkin Municipal Airport Department of this City not inconsistent with the law and provisions of this Ordinance; that the appropriation for the Airport Revenues Note Sinking Fund in Section Nine (9) hereof shall be paid into said funds during the fiscal year A. D. 2010-11 at monthly intervals from the monies accruing to the City from the sources and under the terms, conditions and provisions set forth in said Section Nine (9) hereof; that the appropriation for Palatka Gas Authority in Section Ten (10) hereof shall be paid into said fund from monies accruing to said Palatka Gas Authority from funds collected by said Authority from sale of natural gas.

Section 12. That the sum of Six Hundred Eighty-Two Thousand, Nine Hundred Two and 00/100 Dollars (\$682,902.00) of "Better Place" Funds collected by the City of Palatka from the "Discretionary Sales Surtax" shall be paid into an account for purposes set aside by the City Commission.

Section 13. That the sum of Five Hundred Forty-Nine Thousand, Nine Hundred Forty-Two and 00/100 Dollars (\$549,942.00) of "Tax Increment" funds shall be paid into a "Redevelopment Trust Fund" for purposes set aside by the Downtown Redevelopment Agency.

Section 14. This Ordinance shall take effect immediately upon its final passage.

PASSED AND ADOPTED this 23th day of September, 2010.

CITY OF PALATKA, FLORIDA

By: ITS MAYOR

ATTEST:

CITY CLERK

*Agenda
Item*

5

RESOLUTION NO. 8-77

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A STATE OF FLORIDA ENERGY AND CLIMATE COMMISSION GRANT TO RETROFIT CITY-OWNED BUILDINGS, DOWNTOWN PALATKA STREET LIGHTING, WWTP SURFACE AERATION MOTORS AND DEVELOP & IMPLEMENT AN ENERGY EFFICIENCY AND CONSERVATION STRATEGY FOR THE CITY OF PALATKA

WHEREAS, the City of Palatka desires to reduce their energy consumption as part of the City's need to reduce their operating and maintenance costs, as well as promote energy saving technologies such as LED lighting; and

WHEREAS, the City of Palatka and the Florida Energy and Climate Commission have reached an agreement for the sharing of costs incident to the retrofitting of seven (7) city-owned buildings, two-hundred fifty (250) Downtown Palatka street lights, and replace the blowers at the City's WWTP, and to develop and implement a local Energy Efficiency and Conservation Strategy for the City of Palatka; and

WHEREAS, the Florida Energy and Climate Commission has proposed a Reimbursement Agreement No. ARS027 with the City of Palatka for the above project; and

WHEREAS, the total project cost for the above project is \$4,080,705.00, with the Florida Energy and Climate Commission funding up to \$1,240,000.00 of the total eligible cost, and the City of Palatka funding \$2,840,705.00 of the total eligible cost; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Reimbursement Agreement.

NOW THEREFORE, be it resolved that the Mayor and City Clerk of the City of Palatka are hereby authorized to execute and attest the Florida Energy and Climate Commission Grant Agreement No. ARS027 on behalf of the City of Palatka for the retrofit city-owned buildings, Downtown Palatka street lighting, WWTP surface aeration motors and develop and implement an Energy Efficiency and Conservation Strategy for the city of palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 23RD day of September, 2010.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

THIS AGREEMENT is entered into between the STATE OF FLORIDA, EXECUTIVE OFFICE OF THE GOVERNOR (EOG), FLORIDA ENERGY AND CLIMATE COMMISSION whose address is 600 South Calhoun Street, Suite 251, Tallahassee, Florida 32399-0001 (hereinafter referred to as the "Commission") and the CITY OF PALATKA, whose address is 201 North Second Street, Palatka, Florida 32177 (hereinafter referred to as "Grantee" or "Recipient"), a public entity, to provide financial assistance for the City of Palatka 2010 Energy Conservation Project.

In consideration of the promises and mutual agreements contained herein, the Commission and the Grantee acknowledge and agree as follows:

1. The United States Department of Energy (USDOE) awarded funding to the Commission pursuant to USDOE through American Recovery and Reinvestment Act (ARRA) Grant Agreement No. DE-EE0000241. The Grantee shall be a sub-grantee of federal financial assistance from USDOE. The Grantee is responsible for complying with the appropriate state and federal guidelines in the performance of its activities pursuant to this Agreement.
2. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement, its attachments and exhibits named and incorporated by reference. For purposes of this Agreement the terms "Grantee" and "Recipient" are used interchangeably.
3. This Agreement shall begin upon execution by both parties and end no later than April 30, 2012, inclusive. If allowed by USDOE, this Agreement shall be effective upon execution for purposes of reimbursement of allowable costs resulting from obligations incurred and meeting the cost share or match requirements as described in Attachment A, Grant Work Plan. Profit to the Grantee, or any of its subgrantees, is prohibited by 10 Code of Federal Regulations (CFR) Part 600. This Agreement may be amended to revise Attachment A, Grant Work Plan, if additional funding is made available by the USDOE and/or the Florida Legislature.
4.
 - A. The Grantee shall be eligible for reimbursement of allowable costs resulting from obligations incurred during the term of this Agreement. The Commission shall reimburse the Grantee for allowable costs on a quarterly reimbursement basis in an amount not to exceed \$1,240,000.00 after receipt and approval by the Commission's Grant Manager of satisfactory reports and documentation as required in this Agreement. The parties agree that the Grantee is responsible for providing a minimum match of \$2,840,705.00 toward the project described in Attachment A, Grant Work Plan. All cost sharing or match shall meet any applicable federal requirements.
 - B. Prior written approval from the Commission's Grant Manager shall be required for changes between approved, funded budget categories up to 10% of the total, approved Grant funds. Approval of such changes will be contingent upon submission of a revised Project Budget. Budget category changes greater than 10%, the addition of previously unapproved or unfunded budget categories or the addition of previously unapproved or unfunded budget line-items, will require a formal written amendment to the Agreement. The Commission agrees to review a request by the Grantee to modify Attachment A, Grant Work Plan, should the Grantee find, after receipt of competitive bids, that the project described in Attachment A, Grant Work Plan, cannot be accomplished for the current estimated project cost. If the Commission agrees to a modification of Attachment A, Grant Work Plan, it may be modified not to exceed the awarded funding identified above. Any such modification would be by formal written amendment, in accordance with Section 37. Nothing in this Section or Agreement is intended nor implies to guarantee approval of a request to modify or adjust Attachment A, Grant Work Plan, or the available project funding.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027**

- C. All reimbursement requests under this Agreement shall be submitted using the Attachment B, Payment Request Summary Form, format in detail sufficient for a proper pre-audit and post-audit thereof. The Grantee shall submit a properly completed Attachment B, Payment Request Summary Form, with supporting documentation of allowable costs, including for the final reimbursement request, as described below in paragraph 4.D. Ten percent of each approved reimbursement request shall be retained by the Commission pending Grantee's compliance with Section 8.
- D. All reimbursements under this Agreement shall be in compliance with the laws, rules and regulations applicable to the expenditure of State and federal funds. The State of Florida guidelines for allowable costs include, but are not limited, to the Florida Department of Financial Services' Reference Guide for State Expenditures located at <http://www.myfloridacfo.com>. Federal program guidelines for allowable costs and related topics are listed in Attachment E, Federal Regulations and Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions. The Grantee must provide a detailed listing of expenditures made under this Agreement as support for the Payment Request Summary Form. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, check or voucher number, amount paid and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements including mandated forms required by Section 112.061, Florida Statutes.
- E. In addition to the requirements contained in paragraphs 4.C & D above, the Commission may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State of Florida guidelines. When requested, this information must be provided within 30 calendar days of such request.
5. The Commission's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and the availability of federal funding for the specific purpose of funding the Commission's obligations under this Agreement. In the event of a State revenue shortfall, withdrawal of State budget authorization and/or rescission of federal funding, the total funding may be reduced accordingly. The Commission, in accordance with direction from the Governor and/or the Florida Legislature, shall be the final determiner of the availability of any funds.
6. The Grantee shall submit, using Attachment C, Monthly Progress Report, monthly updates. to describe the project progress, work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Attachment B, Payment Request Summary Form may not be submitted more frequently than on a quarterly basis and must be accompanied by an Attachment C, Monthly Progress Report, corresponding to the last month of the quarter for which payment is requested. Attachment C, Monthly Progress Reports shall be submitted to the Commission no later than three calendar days following the completion of the monthly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Commission's Grant Manager may request additional information if the Commission's Grant Manager determines it is necessary. The Commission's Grant Manager shall have ten calendar days to review deliverables and payment requests submitted by the Grantee.
7. The Grantee shall submit an Annual Report 15 calendar days after the end of the first year of the project, if the term of the project exceeds one year. The Annual Report shall provide a narrative detailing and evaluating the accomplishments and impact of the project in the prior twelve months. The Annual Report shall follow the format described in Attachment K, Annual Report.
8. The Grantee shall also submit a Final Report 15 calendar days prior to the expiration date of the Agreement. The Final Report will provide a final narrative detailing and evaluating the accomplishments and impact of the project. The Final Report will include an evaluation of the energy savings directly attributable to the project, projections of estimated energy savings expected to accrue from the project and policy recommendations, which may be helpful in implementing other projects of a similar nature. Pursuant to

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027**

paragraph 4.C, 10% of the total Agreement amount identified in paragraph 4.A will be withheld until receipt and approval of the Final Report.

9. Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10.
 - A. Commission staff will perform compliance monitoring during the term of the Agreement, in addition to the review of Monthly Progress Reports, but not less than once a year, to ensure Agreement compliance. Monitoring shall include, but not be limited to, periodic review of compliance with Agreement service delivery, as described in Attachment A, Grant Work Plan as documented in Attachment C, Monthly Progress Reports and also which includes a review of all Agreement requirements including the Attachments. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced compliance monitoring visits at any site where services are delivered pursuant to this Agreement.
 - B. For each on-site compliance monitoring visit, Commission staff will provide an oral exit interview and a written monitoring report to the Grantee.
 - C. If issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) may be required of the Grantee. If required, the CAP shall be submitted to the Commission's Grant Manager within ten calendar days of receipt of the monitoring report. If a CAP is required of the Grantee, failure to correct deficiencies after thirty calendar days from the date-of-receipt of a written monitoring report notating the deficiencies may result in a determination of breach of Agreement and termination of services. If a CAP is not required of the Grantee, the Commission may proceed under Section 11 and/or Section 14.
11. The Commission may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Commission shall provide 30 calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Commission regarding the reason(s) for termination. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
12. The Commission may terminate this Agreement for convenience by providing the Grantee with 30 calendar days written notice. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
13. This Agreement may be unilaterally terminated by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a), Article I of the Florida Constitution and Chapter 119, Florida Statutes. If this Agreement is terminated, the Commission shall only pay for those acts satisfactorily completed under this Agreement prior to the date of termination. The Commission shall not pay the Grantee for any work performed after such termination, except as described in Section 14.F.
14. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Commission may take one or more of the following actions, as appropriate for the circumstances.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027**

- B. Disallow (that is deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.
 - D. Withhold further awards for the project or program.
 - E. Take other remedies that may be legally available.
 - F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Commission expressly authorizes them in the notice of suspension or termination.
 - G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689.
15. A. In accordance with Presidential Executive Order 12549, Debarment and Suspension (10 CFR Part 606, later moved to 2 CFR Part 901), the Grantee shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by USDOE to the Commission.
- B. Upon execution of this Agreement by the Grantee, the Grantee shall complete, sign and return a copy of Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions.
- C. As required by paragraphs A and B above, the Grantee shall include the language of this Section and Attachment G, Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions, in all subcontracts and sub-grants or lower tier agreements executed to support the Grantee's work under this Agreement.
16. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, USDOE or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. A. The Grantee shall retain and maintain all records referenced in Section 16 and make such records available for an audit as may be requested. Such records shall include independent auditor working papers, books, documents and other evidence, including but not limited to, vouchers, bills, invoices, requests for payment and other supporting documentation, which, according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Agreement.
- B. The Grantee agrees to comply with the audit requirements of Section 215.97, Florida Statutes, and those found in Attachment D, Special Audit Requirements as applicable.
- C. The Grantee shall include the audit and record keeping requirements described above and in Attachment D, Special Audit Requirements, in all subcontracts and assignments with sub-grantees of funds according to Section 215.97, Florida Statutes. For purposes of this Agreement, "sub-recipient" shall be defined in accordance with Section 215.97(2)(x), Florida Statutes.

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027**

- D. The Grantee must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to the Commission within 30 calendar days of its receipt. The Grantee should confer with its chief financial officer, audit director or contact the Commission for assistance with questions pertaining to the applicability of these requirements.
18. A. The Grantee may subcontract work under this Agreement upon the condition that each Attachment C, Monthly Progress Report, contains a current list of subcontractors, the amount of each subcontract and a short description of work to be performed by that subcontractor. The Grantee shall be solely responsible for all work performed and all expenses incurred in connection with the development and implementation of the services, programs and activities under this Agreement whether directly performed or by subcontract.
- B. The Grantee shall not enter into subcontracts in which the Commission or USDOE could be held liable to a subcontractor for any expenses or liabilities. The Grantee shall defend and hold the Commission and USDOE harmless of any liabilities, as applicable by Florida laws, incurred under any of the subcontracts entered into by the Grantee. The Grantee shall be liable for all work performed and all expenses incurred as a result of any subcontract.
- C. The Grantee is encouraged to use small businesses, including minority, woman and service-disabled veteran-owned businesses as subcontractors or sub-vendors under this Agreement. The Grantee shall report to the Commission in each, Attachment C, Monthly Progress Report, its expenditures with minority, woman and service-disabled veteran-owned businesses. The directory of State of Florida certified minority, woman and service-disabled veteran-owned businesses can be accessed from the website of the Department of Management Services, Office of Supplier Diversity. The Attachment C, Monthly Progress Report, shall contain the names and addresses of the minority, woman and service-disabled veteran-owned businesses; the aggregate dollar figure disbursed that month for each business; the time period; type of goods or services and whether the business is minority, woman or service-disabled veteran-owned. If no expenditures were made to minority, woman and service-disabled veteran-owned businesses, the Grantee shall state "None" on that portion of the Attachment C, Monthly Progress Report.
19. The Grantee agrees to permanently refrain from using or mentioning its association with the Commission in advertisements, letterhead, business cards, etc. The Grantee's project with the Commission may be generally stated and described in the Grantee's professional resume. The Grantee may not give the impression in any event or manner, that the Commission endorses or recommends the Grantee.
20. A. The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit Attachment I, Standard Form-LLL, Disclosure of Lobbying Activities, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. [10 CFR Part 601]
- B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a State agency.
- C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless

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such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

21. The Grantee shall comply with all applicable federal, state and local rules and regulations. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. The Grantee agrees to comply with, and include as appropriate in subcontracts, the applicable regulations listed in Attachment E, Federal Regulations, and the provisions contained in Attachment F, Federal Funding Grantee, Sub-grantee and Contractor Provisions.
23. The Commission's Grant Manager for this Agreement is identified below.

Commission Grant Manager: John Leeds	
Florida Energy and Climate Commission	
Executive Office of the Governor	
600 South Calhoun Street, Suite 251	
Tallahassee, FL 32399-0001	
Telephone No.:	850-487-3800
Fax No.:	850-922-9701
E-mail Address:	john.leeds@eog.myflorida.com

24. The Grantee's Representative for this Agreement is identified below.

Grantee Representative: Woody Boyton	
City of Palatka	
City Manager	
201 North Second Street	
Palatka, Fl 32177	
Telephone No.:	(386) 329-0100
Fax No.:	(386) 329-0106
E-mail Address:	wboynton@palatka-fl.gov
Grantee D-U-N-S :	010595445
Grantee CCR Registration Expiration Date:	06/26/2010

25. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project. The Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. The Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected if any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes.
26. Documentation of all insurance coverage(s) required below, shall be submitted by the Grantee to the Commission. Upon expiration of documented proof of insurance coverage, the Grantee shall submit proof of continued insurance coverage to the Commission within 30 calendar days of insurance coverage expiration.

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Option 2: For Agreements with State of Florida governmental entities that are not self-insured, the following provision may be used.

The Grantee, as an independent contractor and not an agent, representative, or employee of the Commission, agrees to carry adequate liability and other appropriate forms of insurance. The Commission shall have no liability except as specifically provided in this Agreement.

Option 3: The following language may replace the language above for agreements with Florida governmental entities which are self-insured: (make sure you have something in writing from the CFO confirming they are self-insured) NOTE: All state agencies are self insured.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

27. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
28. Upon satisfactory completion of this Agreement, with Commission approval, the Grantee may retain ownership of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign Attachment J, Property Reporting Form, and submit it to the Commission as an attachment to the Attachment B, Payment Request Summary Form, in which these costs are documented for reimbursement or match. The following terms shall apply:
 - A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Commission.
 - D. All purchase and disposition of equipment shall be in accordance with 10 CFR Part 600.
29. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
30.
 - A. No person on the grounds of race, creed, color, national origin, age, sex or disability shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
 - B. The Grantee agrees to comply with 10 CFR Part 1040 "Nondiscrimination in Federally Assisted Programs."
 - C. The Grantee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Grantee been placed on the Discriminatory Vendor List. The Grantee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

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- D. The Grantee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Grantee been convicted of a Public Entity Crime. The Grantee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement. The Grantee shall insert a provision in accordance with this paragraph in all subcontracts for services in relation to this Agreement.
31. Land acquisition is not authorized under the terms of this Agreement.
32. A. If the Grantee brings to the performance of this Agreement pre-existing intellectual property, the Grantee shall retain all rights and entitlements to that pre-existing intellectual property.
- B. All patent rights, copyrights, and data rights must be in accordance with 10 CFR Part 600 as referenced in Attachment H, Intellectual Property Provisions.
- C. If, during the course of the Agreement, the Grantee modifies a pre-existing invention to the point where it is a new invention, patentable in its own right, or if any discovery or subject invention arises or is developed in the course of, or as a result of, work or services performed under this Agreement, or in any way connected herewith, the Grantee shall retain the entire right, title, and interest to each discovery or subject invention, subject to the provisions of this Section. With respect to any subject invention in which the Grantee retains title, the Commission shall have a royalty-free, nonexclusive, transferable, irrevocable, paid up license to practice or have practiced for, or on behalf of, the Commission or the State of Florida the subject invention and sublicense the same.
- D. In the event that any books, manuals, films, or other copyrightable material are produced, which are intended to be made available to the public, the Grantee shall notify the Commission. The Commission shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do the same. The Grantee hereby grants the Commission full authority and right to modify or create derivative works of, or allow others to modify or create derivative works on behalf of the Commission, any publications first produced under this Agreement. Any content submitted to the Commission which is asserted to be exempt under Florida's Public Records Act, Chapter 119, Florida Statutes, shall be clearly marked "business proprietary", "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption, confidentiality, or trade secret specifically identified in writing. Failure to identify any such content shall constitute a waiver of any claimed exemption, confidentiality, or trade secret.
- E. The terms and conditions specified in Section 32 shall also apply to any subcontracts made under this Agreement. The Grantee shall be responsible for informing the subcontractor of the provisions of this Section and obtaining disclosures.
33. The Grantee is encouraged to publish or otherwise make publicly available the results of the work conducted under this Agreement. USDOE requires an acknowledgement of Federal support. A disclaimer must appear in the publication of any material, copyrighted or not, which was based on or developed under this Agreement, as follows:

Acknowledgement: "This material is based upon work supported by the U.S. Department of Energy and the Florida Energy and Climate Commission under Award Number DE-EE0000241."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, nor any of their contractors, subcontractors or their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy,

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contractors or subcontractors. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

- 34. The Grantee shall not develop any software or databases under the terms and conditions of this Agreement.
- 35. The Parties agree they will seek to resolve any disputes between them regarding their responsibilities as soon as possible and at the lowest level reasonable, in order to conserve the resources of the Parties. The Parties further agree to use their best efforts to assure speedy and non-confrontational resolution of any and all disputes between them.
- 36. This Agreement is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Leon, County, Florida, applying Florida Law.
- 37. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties and attached to the original of this Agreement, unless otherwise provided herein.
- 38. The following Attachments are incorporated into this Agreement:

Attachment	A	Grant Work Plan
Attachment	B	Payment Request Summary Form
Attachment	C	Monthly Progress Report
Attachment	D	Special Audit Requirements
Attachment	E	Federal Regulations
Attachment	F	Federal Funding Grantee, Sub-grantee and Contractor Provisions
Attachment	G	Debarment and Suspension Form
Attachment	H	Intellectual Property Provisions
Attachment	I	Disclosure of Lobbying Activities
Attachment	J	Property Reporting Form
Attachment	K	Annual Report

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF PALATKA

**STATE OF FLORIDA, EXECUTIVE OFFICE OF
THE GOVERNOR, Florida Energy and Climate Commission**

By: _____
Karl N. Flagg
MAYOR

By: _____
Alexander Mack,
Community Programs Manager

Date: _____

Date: _____

ATTEST:

CITY CLERK

(Seal)

**ATTACHMENT A
GRANT WORK PLAN**

**FLORIDA ENERGY AND CLIMATE COMMISSION
GRANT AGREEMENT NO. ARS027**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT
UNITED STATES DEPARTMENT OF ENERGY AWARDS**

A. PROJECT TITLE: City of Palatka 2010 Energy Conservation Project

B. PROJECT LOCATION: City of Palatka

C. PROJECT BACKGROUND:

The City of Palatka, with a population of 11,264 people desires to reduce their energy consumption as part of the City's need to reduce their operating and maintenance costs as well as promote energy saving technologies such as LED lighting. To obtain these objectives, the Grantee will retrofit seven city buildings, two hundred and fifty (250) street lights, replace the blowers at the city's sewer treatment plant, and develop and implement a local Energy Efficiency and Conservation Strategy.

The local utility company, Florida Power and Light Corporation, fully supports the City of Palatka in these projects. They will assist the City as necessary to carry out the necessary activities.

In order to assure that the project completion the Grantee will utilize Fred Fox Enterprises to administer the project if funded. The Grantee will also utilize Ayres and Associates engineer to oversee the design and installation of sewer plant upgrades and Robert Taylor Architects will oversee the design and retrofitting of the buildings and street lights.

D. PROJECT OBJECTIVES:

- **Objective 1: Retrofitting Existing City Buildings**
 - Increased energy efficiency, reduced energy consumption and reduced the Grantee's energy cost;
 - Create jobs for manufacturers, professional consultants and contractors
 - Improve air quality through the reduction of greenhouse gas emissions

- **Objective 2: Retrofitting of street lighting**
 - Increased energy efficiency, reduced energy consumption and reduced energy cost for the Grantee
 - Create jobs for light fixture manufacturers, professional consultants and electricians
 - Lessen maintenance costs
 - Improve air quality through the reduction of greenhouse gas emissions
 - Serve as an example to the community on the attractiveness, feasibility, and cost effectiveness of using more efficient lighting

- **Objective 3: Installation of Retrofit Blowers at the Sewer Treatment Plant**
 - Increase energy efficiency, reduced energy consumption, and reduced the Grantee's energy cost
 - Create jobs for blower motor and related parts manufacturers, professional consultants and installers
 - Improve air quality through the reduction of greenhouse gas emissions
 - The sewer treatment plant will have the ability to treat the effluent more efficiently

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- **Objective 4: Energy Efficiency and Conservation Strategy**
 - Increased energy efficiency, reduced energy consumption and reduced energy cost for the Grantee and its citizens
 - Create jobs for technical consultants as well as manufacturers of energy efficiency products
 - Spur economic and community development
 - Improve air quality through the reduction of greenhouse gas emissions
 - Serve as an example to neighboring communities on the benefits of energy efficiency and conservation

E. PROJECT DESCRIPTION

The Grantee shall retrofit seven city buildings, 250 street lights, replace the blowers at the Grantee's sewer treatment plant, and develop and implement a local Energy Efficiency and Conservation Strategy.

The first task includes the retrofitting of seven city buildings including the City Hall, Police Department, Kay Larkin Airport Fire Station, Price Martin Community Center, Larimer Arts Center, 11th Street Fire Station, and the Bronson Mulholland House. Energy audits will be carried out on each of the seven city buildings. The results from the energy audit will be used to develop the plans and specifications for retrofitting each of the seven buildings. Based upon a preliminary energy audit carried out by Florida Power and Light Corporation, the Grantee anticipates thirteen HVAC systems serving the seven buildings will have to be replaced, additional insulation will have to be installed, lighting retrofits and the existing hot water heaters will have to be replaced in each of the buildings.

The second task is to replace the 250 streetlight fixtures located in the Grantee's downtown. The streetlights currently utilize high pressure sodium bulbs. The high pressure sodium bulbs would be replaced with a more energy efficient lighting.

The third task is to retrofit the aeration system at the Grantee's wastewater treatment plant (WWTP). Old motors and mechanical surface aerators will be replaced with a more energy efficient bubble diffuser system. The bubble diffuser system consumes significantly less energy and is also a more efficient treatment process that will improve the quality of the effluent. The Grantee will utilize funds from the Florida Department of Environmental Protection (DEP) and St. Johns River Water Management District (SJRWMD) to decrease the amount of energy consumed at the WWTP by upgrading to the latest premium efficiency pump motors and variable frequency drives available.

The fourth task includes the development of an Energy Efficiency and Conservation Strategy. The Grantee will solicit for technical consultant services to assist in the development of this Strategy. The Strategy will include a plan for decreasing the Grantee's energy consumption and CO2 emissions.

Specific major tasks associated with above are as follows:

- **Task 1 – Retrofit City Owned Buildings Including Replacement of aging AC units:**
 - Advertise bid for local electric companies to provide the required services for lighting upgrades.
 - Conduct an energy audit and engineering study to determine the specific elements to include in the retrofitting each of the city buildings
 - Utilize the energy audit and engineering study to create retrofit plans that will detail the activities for each of the seven city buildings. This includes the location and number of all existing lights to be replaced as well as the replacement of the HVAC systems currently serving the building.
 - The consultant will specify, with FECC approval, the type of lighting, insulation, and HVAC units to be used throughout each city building.
 - Solicit for qualified contractors to carry out the retrofit of each building. Including but not limited to the replacement of the existing exit signs, fluorescent lamps, ballast, acrylic lens and incandescent lamps and any other upgrades specified in the bidding documents for each city building.
 - Replace HVAC systems in the city buildings.
 - Monitor the reduction in the electric usage resulting from the building retrofits.

- **Task 2 – Retrofit Street Lighting in Downtown Palatka:**

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- Advertise bid for local electric companies to provide the required services.
 - Conduct energy audit and architectural study
 - Purchase lighting
 - Solicit for and select an electrical contractor to install the retrofit assemblies into the existing street lights.
- **Task 3** – Replace surface aeration motors at the WWTP with a more efficient fine bubble diffuser technology.
 - Advertise bid for a qualified contractor to provide the required services.
 - Ayres and Associates Engineering will put together plans and specifications that will detail the design of the blower motor assembly upgrades system. The plans will include all necessary details to construct the project.
 - Solicit for a qualified contractor to complete the blower motor assembly upgrades at the sewer plant.
 - **Task 4** – Create Energy Efficiency and Conservation Strategy for the City of Palatka
 - Solicit for a Technical Consultant
 - Conduct workshops with the technical consultant for the Grantee’s Energy Efficiency and Conservation Strategy
 - Gain City of Palatka Council Approval for The Energy Efficiency and Conservation Strategy

F. PROJECT DELIVERABLES/OUTPUTS:

The table below identifies the month of the project each task will start and be accomplished.

No.	Task/Activity Description	Deliverables/ Outputs	Start Month	Deadline Month
1	Task 1,2,3&4 / Contract with professional and technical consultants	Contract Documents	Month 1	Month 1
2	Task 2 / Consultant to complete plans and specifications for retrofiting streetlights	Plans and Specification Documents	Month 2	Month 3
3	Task 1&3 / Consultant to complete plans and specifications for retrofiting the city buildings and upgrading the blower assembly at the sewer treatment plant	Plans and Specifications Documents	Month 2	Month 6
4	Task 4 / Workshops with Consultant and City personnel to create the Energy Efficiency and Conservation Strategy	Attendance List for Workshops including Names and Titles, The Plan	Month 3	Month 6
5	Task 4 / Submit Draft Energy Efficiency and Conservation Strategies to City Council for comments	Draft Document with Comments	Month 7	Month 8
6	Task 2 / Request Bids for Contractors to retrofit streetlights	Request for Bids Documents	Month 4	Month 5
7	Task 2 / Select contractor, execute contracts and complete retrofit of street lights	Contractual Documents, Photos of Retrofits and Documentation of Energy Savings	Month 6	Month 9
8	Task 1&3 / Request Bids for Contractors to retrofit city buildings and implement upgrades at sewer treatment plant	Request for Bids Documents	Month 7	Month 8
9	Task 1&3 / Execute contracts with contractors to retrofit city buildings and implement upgrades at sewer treatment plant	Contractual Documents, Photos of Retrofits/Upgrades and Documentation of Energy Savings	Month 9	Month 9
10	Task 1 / Implementation of upgrades on city buildings	Photos of Retrofits and Documentation of Energy Savings	Month 10	Month 16

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GRANT WORK PLAN**

11	Task 3 / Implementation of upgrades at sewer plant	Photos of Upgrades and Documentation of Energy Savings	Month 10	Month 18
12	Task 4 / City Council approves City of Palatka's Energy Efficiency and Conservation Strategy.	Approval Documents, Meeting Minutes and Final Energy Efficiency and Conservation Strategy	Month 9	Month 10

G. PROJECT BUDGET:

The budget below summarizes the project by Funding Category. All dollar amounts are rounded to the nearest whole dollar value.

Funding Category	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
1. Salaries	\$0.00	\$0.00	
2. Fringe Benefits	\$0.00	\$0.00	
3. Travel (if authorized)	\$0.00	\$0.00	
4. Supplies/Other Expenses	\$0.00	\$0.00	
5. Equipment	\$534,000.00	\$0.00	
6. Contractual Services	\$706,000.00	\$2,840,705.00	DEP & SJRWMD
7. Indirect (if authorized)	\$0.00	\$0.00	
Total Project Budget	\$1,240,000.00	\$2,840,705.00	
Total Project Cost	\$4,080,705.00	= Grants Funds + Cost Share	
Cost Share Percentage	69.61%	= Cost Share / Total Project Cost	

H. TOTAL BUDGET BY TASK: [GRANT MANAGER NOTE: The description of each Task must correspond to Tasks reflected in Section E. Figures should be "right-justified"; no extra spaces between the dollar sign and the amount and decimal points for figures in each row must line up. If no Match is required, reflect N/A in the Total Project Budget row of the Cost Share-Funding column and reflect 0% as the Cost Share Percentage.]

The project budget below summarizes the project by Project Task. Project Tasks correspond to the "Project Description" section. All dollar amounts are rounded to the nearest whole dollar value:

Project Task	Grant Funds	Cost Share: Matching Funds and Other In-Kind Contributions	
		Matching Funds	Source
1 Contract with program administrator, professional and technical consultants,			
2 Consultant to complete plans and specifications for retrofitting streetlights			
3 Consultant to complete plans and specifications for retrofitting the city buildings and upgrading the blower assembly at the sewer treatment plant			
4 Workshops with Consultant and City personnel to put together the best plan for the City's Energy Efficiency and Conservation Strategy.			
5 Submit Draft Energy Efficiency and Conservation Strategies to City Council for comments			
6 Request Bids for Contractors to retrofit streetlights			
7 Select contractor, execute contracts and complete retrofit of street lights			

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8	Request Bids for Contractors to retrofit city buildings and implement upgrades at sewer treatment plant			
9	Execute contracts with contractors to retrofit city buildings and implement upgrades at sewer treatment plant			
10	Implementation of upgrades on city buildings			
11	Implementation of upgrades at sewer plant			
12	City Council approves City of Palatka's Energy Efficiency and Conservation Strategy.			
Totals:		\$1,240,000.00	\$2,840,705.00	
Total Project Cost:		\$4,080,705.00	= Grant Funds + Cost Share	

ATTACHMENT A GRANT WORK PLAN

I. BUDGET DETAIL:

Using the definitions provided below, the detailed, line-item budget clarifies the Budget Summary shown in Section G. Budget Category Sub-Totals have been rounded to the nearest whole dollar value. Up to 10% of grant funds may be used for administrative costs, excluding the cost of meeting reporting requirements of the program.

Administrative costs are defined as: allowable, reasonable, and allocable Direct and Indirect costs related to overall management of the awarded grant (including travel). For each budget line-item, the appropriate column identifies if the cost is: 1) Grant or Match, 2) a Direct cost used to calculate Indirect Costs (if approved) and 3) whether the cost is Administrative in nature. A description of what is required for each budget category is as follows:

1. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. Divide annual salaries by 2080 hours and nine month academic salaries by 1560 hours, to find the hourly rate.
2. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations.
3. Travel - List trips by their purpose and/or destination. Indicate the number of days for each trip. The Commission will only reimburse for travel at the appropriate State of Florida rate (Section 112.061, Florida Statutes), using the forms referenced in Attachment B, Payment Request Summary Form. Be prepared to provide the Commission with details on costs utilized to calculate the "Amount Budgeted" for each trip.
4. Supplies & Other Expenses - List expendable supplies by category description, unit costs and quantity. List other expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature. For Match only, list costs related to donated real property such as land (not to exceed the fair market value of the property).
5. Equipment - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail.
6. Contractual Services - Subcontractors should provide the same information required by this budget table, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount.
7. Indirect Costs/Rate - Indirect Costs are not authorized.
8. Total Budget Category - Show the total of all line-items within a Budget Category.
9. Total Budget - Show the total of all categories.

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1. Salaries									
Salaries (Name/Position)	Hourly Cost (\$)	*	Hours/wk. or % FTE	=	Total Gross Salary (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost? Y/N	
N/A	\$	*		=	\$				
N/A	\$	*		=	\$				
Sub-Totals for Salaries Category									
					N/A				

2. Fringe Benefits									
Name of Employee	Amount Gross Salary (\$)	Approved % per Work Plan or enter "N/A" & provide break-out	Benefit # 1 & Cost	Benefit # 2 & Cost	Benefit # 3 & Cost	Total Fringe Benefits (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
N/A	\$		\$	\$	\$	\$			
N/A	\$		\$	\$	\$	\$			
Sub-Total of Fringe Benefits Category									
						N/A			

3. Travel * Cannot exceed cost limitations required by Section 112.061, Florida Statutes									
Name of Employee	Destination	Period of Trip (# of days)	Purpose of Trip	Amount Budgeted	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N		
N/A				\$					
N/A				\$					
Sub-Total of Travel Category									
				N/A					

4. Supplies - Other Expenses									
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N	

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N/A	\$	*	=	
N/A	\$	*	=	
Sub-Total of Supplies - Other Expenses Category				N/A

5. Equipment								
Description	Unit Cost (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Street light retrofit package	\$250.00	*	250	=	\$62,500.00	G	N	N
HVAC units	\$8,000.00	*	13	=	\$104,000.00	G	N	N
Sewer Plant - Blowers	\$44,000.00	*	3	=	\$132,000.00	G	N	N
Sewer Plant - Variable Frequency Drives	\$42,000.00	*	3	=	\$126,000.00	G	N	N
Sewer Plant - Controls	\$18,900.00	*	3	=	\$56,700.00	G	N	N
Sewer Plant - Diffusers	\$40.00	*	1320	=	\$52,800.00	G	N	N
Sub-Total of Equipment Category						\$534,000		

6. Contractual Services									
Name of Vendor	Description	Fee/Rate (\$)	*	Quantity	=	Total Cost (\$)	Grant = G or Match = M	Direct costs used to calculate Indirect Cost? Y/N	Admin. Cost Y/N
Fred Fox Enterprises	Program Administration	\$60,000	*	1	=	\$60,000.00	G	N	Y
Ayres And Associates, Engineers	Sewer Plant Design and Construction Observation	\$58,000	*	1	=	\$58,000.00	G	N	N
Robert Taylor Architect	Building Retrofit Design and Construction Observation	\$57,000	*	1	=	\$57,000.00	G	N	N
To Be Determined	Develop an energy efficiency and Conservation Strategy	\$20,000.00	*	1	=	\$20,000.00	G	N	N
To Be Determined	Building Retrofit Contractor	\$276,000.00	*	1	=	\$276,000.00	G	N	N
To Be Determined	Sewer Plant Retrofit Contractor	\$210,000.00	*	1	=	\$210,000.00	G	N	N
To Be	Street Light Retrofit	\$25,000.00	*	1	=	\$25,000.00	G	N	N

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Determined	Contractor								
Ayres and Associates	Construction Observation on ongoing WWTP upgrade	\$94,835.00	*	1	=	\$94,835.00	M	N	N
Curt Construction To Be Determined	Constructing ongoing WWTP upgrades	\$428,815.00	*	1	=	\$428,815.00	M	N	N
	WWTP Construction	\$2,317,055.00	*	1		\$2,317,055.00	M	N	N
Sub-Total of Contractual Services Category							\$3,546,705		

7. Indirect Cost (if approved)									
Budget Category included in Base of Indirect Cost Calculations	Total Direct Costs for Budget Category	Approved Indirect Cost Rate (%) from Grant Work Plan	Total Indirect Cost for Budget Category (\$)	Total Indirect Costs for Grant	Total Indirect Costs for Match				
N/A	\$	=	\$	+	\$				
N/A	\$	=	\$	+	\$				
Sub-Total of Indirect Costs Category			N/A	+	\$				

8. Total Project Budget									
Budget Category	Total Costs for Budget Category	Total Grant Costs	Total Match Costs						
1. Salaries	\$0.00	\$0.00	\$0.00						
2. Fringe Benefits	\$0.00	\$0.00	\$0.00						
3. Travel (if authorized)	\$0.00	\$0.00	\$0.00						
4. Supplies/Other Expenses	\$0.00	\$0.00	\$0.00						
5. Equipment	\$534,000.00	\$534,000.00	\$0.00						
6. Contractual Services	\$3,546,705.00	\$706,000.00	\$2,840,705						
7. Indirect (if authorized)	\$0.00	\$0.00	\$0.00						
Total Project Budget	\$4,080,705.00	\$1,240,000.00	\$2,840,705.00						

J. MEASURES OF SUCCESS: In the Final Report, the Grantee shall address how the project objectives were accomplished.

*Agenda
Item*

6

**CITY OF PALATKA CITY COMMISSION
AGENDA ITEM**

ITEM: Adoption of an ordinance annexing 100 Underwood Dr. into the City, adoption of a related ordinance changing the future land use designation from Putnam County Commercial to City of Palatka Low Density Residential, and the first reading of an ordinance changing the zoning from Putnam County R-1A to City of Palatka R-1A.

DEPARTMENT: Building & Zoning

2nd Reading

AGENDA SECTION: Regular agenda requiring Commission action

ATTACHMENTS:

1. ~~An Ordinance of the City of Palatka annexing 100 Underwood Drive.~~
2. ~~An Ordinance of the City of Palatka amending the future land use designation from Putnam County Commercial to City of Palatka Low Density Residential.~~
3. An Ordinance of the City of Palatka changing the zoning from Putnam County R-1A to City of Palatka R-1A.
4. August 3, 2010 Planning Board Minutes.
5. August 3, 2010, Planning Board Packet.

DATE: September 9, 2010 and September 23, 2010 for the 2nd reading of the zoning ordinance

SUMMARY HIGHLIGHTS:

Virginia E. McColm applied for annexation, amendment of the Future Land Use Map and rezoning for the purpose of obtaining City water and sewer service to this a .78 acre parcel of land.

A public hearing was held by the Planning Board on August 3, 2010, at the applicant's request for annexation, change of future land use and rezoning. There was no public testimony for or against this request at this hearing, however a letter was read into the record voicing concern over the zoning. The Planning Board voted to recommend approval of all three requests.

RECOMMENDED ACTION:

Staff recommends approval of the attached ordinances and conducting the first public hearing on the related zoning ordinance. The second public hearing for the zoning ordinance is scheduled for September 23rd, 2010.

AGENDA ITEM NUMBER:

AGENDA PAGE NUMBER:

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

ORDINANCE NO. 10 -

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

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

Section 1.

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

Virginia E. McColm

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

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

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

DESCRIPTION OF PROPERTY: See Exhibit "A" attached

Parcel: 11-10-26-9101-0000-0010

All references are to the records of Putnam County,
Florida.

Containing .78 acres more or less.

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

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

PASSED AND ADOPTED by the City Commission of the
City of Palatka on this 9th day of September, 2010.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

EXHIBIT "A"

PARCEL 1

A part of the West 1/2 of Southeast 1/4 of Section 11, Township 10 South, Range 26 East, and more particularly described as follows:

Beginning on the East line of said West 1/2 of Southeast 1/4 at a point 50 feet Southerly from the centerline of State Highway #20 as the same is now located, and running thence Westerly and along the Southerly Right-of-Way of State Highway #20, for a distance of 30 feet to a point, which is 50 feet Southerly from the centerline of said State Highway #20, thence Southerly and parallel with the Easterly line of said Southeast 1/4 for a distance of 125 feet to the POINT OF BEGINNING of the parcel of land to be conveyed: (1) thence Westerly and parallel with the North line of said Southeast 1/4 for a distance of 131 feet to a point; (2) thence Southerly and parallel with the East line of said Southeast 1/4 for a distance of 75 feet to a point; (3) thence Easterly and parallel with Call 1 above for a distance of 131 feet to a point; (4) thence Northerly 75 feet to the POINT OF BEGINNING.

PARCEL 2

A part of the West 1/2 of Southeast 1/4 of Section 11, Township 10 South, Range 26 East, and more particularly described as follows:

Beginning on the East line of said West 1/2 of Southeast 1/4 at a point 50 feet Southerly from the centerline of State Highway #20 as the same is now located, and running thence Westerly and along the Southerly Right-of-Way of State Highway #20 for a distance of 30 feet to a point, which is 50 feet Southerly from the centerline of said State Highway #20, (1) thence Southerly and parallel with the East line of said Southeast 1/4 for a distance of 125 feet; (2) thence Westerly and parallel with the North line of said Southeast 1/4 for a distance of 131 feet to a point; (3) thence Northerly and parallel with line (1) above for a distance of 125 feet to a point; (4) thence Easterly 131 feet to the POINT OF BEGINNING.

TOGETHER with all and singular the right of passage and repassage to the grantees, their successors and assigns, in common with the grantors, and their successors and assigns, over and across a certain strip of land described as follows:

Beginning at the Southeast corner of parcel described above, and (1) running thence Northerly and parallel with the East line of the West 1/2 of Southeast 1/4, Section 11, Township 10 South, Range 26 East, for a distance of 200 feet to the Southerly line of State Highway #20; (2) Thence Easterly and along the Southerly line of State Highway #20 for a distance of 30 feet to the East line of the West 1/2 of Southeast 1/4; (3) thence Southerly and along the East line of the West 1/2 of Southeast 1/4 for a distance of 200 feet; (4) Westerly to the POINT OF BEGINNING.

This instrument prepared by:
Debbie Banks
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 10 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP AND FUTURE LAND USE ELEMENT OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO ONE PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE) IN SECTION 11, TOWNSHIP 10 SOUTH, RANGE 26 EAST FROM COUNTY COMMERCIAL TO CITY LOW DENSITY RESIDENTIAL, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Planning Board conducted a public hearing on August 3, 2010, and recommended approval of this amendment to the City Commission, and

WHEREAS, the City Commission conducted a public hearing on this amendment on September 9, 2010,

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

Section 1. Adopted Small Scale Amendment

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

TABLE 1
ADOPTED SMALL SCALE AMENDMENTS

<u>Property Tax Number</u>	<u>Acreage</u>	<u>Current Land Use</u>	<u>Amended Land Use</u>
11-10-26-9101-0000-0010	.78	County Commercial	City Low Density Residential

DESCRIPTION OF PROPERTY: See Exhibit "A" attached

Section 3. Effect on the Comprehensive Plan

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

EXHIBIT "A"

PARCEL 1

A part of the West 1/2 of Southeast 1/4 of Section 11, Township 10 South, Range 26 East, and more particularly described as follows:

Beginning on the East line of said West 1/2 of Southeast 1/4 at a point 50 feet Southerly from the centerline of State Highway #20 as the same is now located, and running thence Westerly and along the Southerly Right-of-Way of State Highway #20, for a distance of 30 feet to a point, which is 50 feet Southerly from the centerline of said State Highway #20, thence Southerly and parallel with the Easterly line of said Southeast 1/4 for a distance of 125 feet to the POINT OF BEGINNING of the parcel of land to be conveyed: (1) thence Westerly and parallel with the North line of said Southeast 1/4 for a distance of 131 feet to a point; (2) thence Southerly and parallel with the East line of said Southeast 1/4 for a distance of 75 feet to a point; (3) thence Easterly and parallel with Call 1 above for a distance of 131 feet to a point; (4) thence Northerly 75 feet to the POINT OF BEGINNING.

PARCEL 2

A part of the West 1/2 of Southeast 1/4 of Section 11, Township 10 South, Range 26 East, and more particularly described as follows:

Beginning on the East line of said West 1/2 of Southeast 1/4 at a point 50 feet Southerly from the centerline of State Highway #20 as the same is now located, and running thence Westerly and along the Southerly Right-of-Way of State Highway #20 for a distance of 30 feet to a point, which is 50 feet Southerly from the centerline of said State Highway #20, (1) thence Southerly and parallel with the East line of said Southeast 1/4 for a distance of 125 feet; (2) thence Westerly and parallel with the North line of said Southeast 1/4 for a distance of 131 feet to a point; (3) thence Northerly and parallel with line (1) above for a distance of 125 feet to a point; (4) thence Easterly 131 feet to the POINT OF BEGINNING.

TOGETHER with all and singular the right of passage and repassage to the grantees, their successors and assigns, in common with the grantors, and their successors and assigns, over and across a certain strip of land described as follows:

Beginning at the Southeast corner of parcel described above, and (1) running thence Northerly and parallel with the East line of the West 1/2 of Southeast 1/4, Section 11, Township 10 South, Range 26 East, for a distance of 200 feet to the Southerly line of State Highway #20; (2) Thence Easterly and along the Southerly line of State Highway #20 for a distance of 30 feet to the East line of the West 1/2 of Southeast 1/4; (3) thence Southerly and along the East line of the West 1/2 of Southeast 1/4 for a distance of 200 feet; (4) Westerly to the POINT OF BEGINNING.

**100 Underwood Drive
Planning Board Minutes
And
Planning Board Packet**

Case 10-30 601 N. 21st Street - continued

(Regular Meeting)

Motion made by Ken Venables and seconded by Ezekiel Johnson to approve the request with the conditions as listed in the staff report. All present voted affirmative, motion carried.

Case 10-27 **Address:** 100 Underwood Dr.
 Parcel #: (11-10-26-9101-0000-0010)
 Owner: Virginia McColm

Request: to annex into the Palatka city limits, amend the Future Land Use Map and Future Land Use Element from County Commercial to City Low Density Residential and rezone from County R-1A (Single-family Residential) to City R-1A (Single Family Residential).

(Public Hearing)

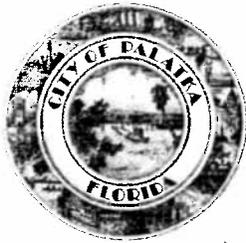
Ms. Banks advised that the case was properly advertised and noticed. She stated that the department received a phone call from someone that was concerned that this was going to be a family group home, and if that is the case, it would be allowed by State Statute regardless of whether it was city or county residential zoning. She read into the record a letter received from Gary Simpson of 3007 Campbell Street, Palatka, requesting that the Board keep the zoning as Single-family Residential. She reiterated that this use would be allowed right now with the current county zoning and that the annexation process would not change that. She additionally advised that due to the failure of their well, city services have been provided for this property.

(Regular Meeting)

Motion made by Phil Leary and seconded by Sue Roskosh to approve the request to annex into the Palatka city limits, amend the Future Land Use Map and Future Land Use Element from County Commercial to City Low Density Residential and rezone from County R-1A (Single-family Residential) to City R-1A (Single Family Residential). All present voted affirmative, motion carried.

Ms. Banks advised that there is no new business scheduled for September so there will not be a meeting next month.

Motion made by Phil Leary and seconded by Ken Venables to adjourn at 4:30 pm. All present voted affirmative, motion carried.



PLANNING AND ZONING STAFF REPORT

August 3, 2010

CASE: PB 10-27

LOCATION: 100 Underwood Drive **Parcel #:** 11-10-26-9101-0000-0010

APPLICANT: Virginia E. McColm

REQUEST: To annex, amend the Future Land Use Map and Future Land Use Element from County Commercial to City Low Density Residential and rezone from County R-1A (Single Family Residential) to City R-1A (Single Family Residential).

BACKGROUND & ANALYSIS: The applicant has applied to annex this .78 acre parcel into the city limits, amend the future land use map and rezone. This property is contiguous to the City limits along the western property line and annexation is a requirement to obtain City services. The property's main access is Underwood Drive via Crill Avenue.

Department Review Requests were sent to the Police, Fire, Public Works, Water/Sewer, and Building departments. The Chief Building Official, Police Chief, and Public Works Director responded with "no comments." Rhett McCamey, Superintendent of Utilities responded that water and sewer taps had been made.

Surrounding properties have future land use designations of County Urban Reserve south, Urban Service to the north, County Commercial to the east and City low density residential to the west of the subject property. The zoning pattern of the site and surrounding area is County CPO (Commercial Professional Offices) to the north, County R1-A to the south and east, with City R1-A to west. The existing land use pattern in the area is primarily single-family residential with commercial to the north.

SURROUNDING LAND USE AND ZONING:

	Future Land Use Designation	Zoning	Current Land Uses
North	Urban Service	CPO (Putnam)	Office
South	Urban Reserve	R1A (Putnam)	Residence
East	Commercial	R1A (Putnam)	Residence
West	Low Density Residential	R1A (Palatka)	Residence

B. COMPLIANCE WITH CHAPTER 171, FLORIDA STATUTES, ANNEXATIONS

The request is to annex .78 acres into the City. The subject property is located on Underwood Drive off of Crill Avenue. Directly north, south, and east of the site is County property.

The proposed annexation does not create an enclave and meets the criteria identified in Section 171.043, Florida Statutes. This includes being contiguous to the City's boundaries at this time, is reasonably compact, is not included within the boundary of

another incorporated municipality, and is intended to be developed for urban purposes because of the availability of City sewer and water lines that are contiguous to the property.

This request is a voluntary annexation and meets the criteria identified in Section 171.044, Florida Statutes, as it relates to being contiguous to the City, and reasonably compact. Following a recommendation from the Planning Board, an appropriately prepared ordinance will be considered by the City Commission after the correct advertising and scheduling of public hearings.

STAFF RECOMMENDATION: Approval of the annexation request.

C. COMPLIANCE WITH THE CITY OF PALATKA COMPREHENSIVE PLAN

The Existing Land Use Designation: The existing Future Land Use is County Commercial which states: The Commercial category on the Future Land Use Map consists of areas intended to serve as the primary commercial locations in the future. These areas are located in close proximity to concentrations of population and have good access to arterial and collector roads. Additional commercial locations are allowed in several other future land use categories. The types of land uses allowed in this future land use category, and guidelines and standards applicable to them are listed below.

a. Property currently zoned for agriculture is considered a "holding" zone and may be used as allowed by the agricultural zoning district. Rezoning to agricultural districts shall not be allowed without a future land use map amendment to an appropriate future land use designation. Agricultural activities must comply with the best management practices provided for in Policy A.1.4.9 and identical Policy E.1.3.5.

b. Limited residential uses that are accessory to a Commercial Use will be permitted subject to detailed and specific standards provided in the land development code, and subject to the following conditions:

- (ii) The residential unit must be occupied by the owner or employees of the commercial use on the site;
- (iii) The residential unit must be accessory in use and size; and
- (iv) The residential unit must be located on the same site as the commercial use.

The Proposed Land Use Designation:

Policy A.1.9.3.A.1 (9J-5.006(3)(c)7)

Residential land use is intended to be used primarily for housing and shall be protected from intrusion by land uses that are incompatible with residential density. Residential land use provides for a variety of land use densities and housing types. Low Density (1730 acres) - provides for a range of densities up to 5 units per acre.

Future Land Use Element

Objective A.1.1 (9J-5.006(3)(b)1; F.S. 187-201 (161)(1)(5)

Upon Plan adoption, the City shall coordinate future land uses with the appropriate topography, adjacent land uses, soil conditions, and the availability of facilities and services.

Policy A.1.1.3 (9J-5.006(3) (c) 3)

The City shall as a condition of issuing a building permit or other development order,

require proposed developments to hook up to the City central sewer systems in accordance with the revised City zoning code and subdivision regulations based upon Chapter 381, F.S. and Division 64E, FAC.

STAFF ANALYSIS: The site is built out as a single-family residence which is consistent with the residential uses in the subdivision of Underwood Estates. City water lines have been run to the property and there is sufficient capacity to maintain existing level of service standards. In the Traffic Circulation Element, Public Facilities Element, Recreation and Open Space Element and Public Schools Facilities Element sections of this staff report we will evaluate each adopted level of service standard for this site related to a maximum density of up to 5 dwelling units per acre. This house is located within the Underwood Estates subdivision.

Traffic Circulation Element

Objective B.1.1 (9J-5.007(3)(b)1)

Upon plan adoption, the City shall provide for a safe, convenient and efficient motorized and non motorized transportation system by correcting, to the maximum extent feasible, all existing roadway deficiencies identified in this plan and maintain acceptable operating conditions in the future on a priority basis.

Policy B.1.1.1 (9J-5.007(3)(01))

The State-wide minimum acceptable operating Level of Service (LOS) standards for the State Highway System and City Street System shall be the base LOS standards listed herein, except for those conditions provided in Policies 1.1.1.A. and 1.1.1.B.

STAFF ANALYSIS: This segment of State Road 20 (Crill Ave.) has an existing level of service "C" and is classified as a Principal Arterial.

Public Facilities Element

Objective D.1.1 (9J-5.011(2)(b)2)

Upon Plan adoption, the City of Palatka shall enforce adopted Concurrency Management System procedures to ensure that at the time a building permit or other development order is issued, infrastructure facility capacity is available to meet the demand of development without lowering adopted Levels of Service Standards (LOSS).

Policy D.1.1.1 (9J-5.011(2) (c)2)

The following level of service standards shall be the basis for determining the availability of facility capacity against the demand generated by development.

A1. Potable Water, Residential: 130 gallons per capita per day

B1. Central Sanitary Sewer System, Residential: 125 gallons per capita per day

C. Solid Waste: 6.4 lbs/person/day

D. Drainage Facilities: City of Palatka and Ravine State gardens Stormwater Quality Master Plan and minimum requirements of the St. Johns River Water Management District.

Policy D.1.1.2 (9J-5.011 (2)(c)2)

All improvements for replacement, expansion, or increase in capacity of facilities shall

be compatible with the adopted level of service standards for the facilities and that distribution of these facilities/services is consistent with the Future Land Use Map.

STAFF ANALYSIS: This is an existing single-family dwelling that will not exceed the level of service standards.

- Potable Water: 325 gallons per day multiplied by 2.5 persons per unit is 812.50 gallons per day. A new water plant will be going on line in January 2009 with a capacity of 6 million gallons per day. Current peak usage is approximately 3,200,000 gallons per day. Capacity exists for this home.

- Central Sanitary Sewer System, Residential: 125 gallons per capita per day multiplied by 2.5 person per unit = 312.50 gallons per day. Capacity exists for this home.

- Solid Waste – 6.4 lbs multiplied by 2.5 persons per unit is 16 lbs per day. Capacity exists for this home.

- Drainage: This house was constructed in the County. All drainage issues would have been handled through their permitting process.

Recreation And Open Space Element

Objective F.1.1 (9J-5.0143(3)(b)1

Upon plan adoption, the City shall implement the following policies to ensure public access to all identified recreational facilities.

Policy F.1.1.2 (9J-5.014(3)(c)3

The City shall adopt the following Level of Service Standards: Regional Park/ 1 acre per 50, Community Park/ 1 acre per 500, Neighborhood Park/ 1 acre per 500, Equipped Play and Tot Lot/ 1 Per 2,000, Baseball/Softball Fields/ 1 per 5,000, Football/Soccer Fields/ 1 per 6,000, Equipped Play area/ 1 play area per 10,000, Basketball Courts/ 1 per 5,000, Boat Ramp (Lanes)/ 1 lane per 5,000, Tennis Court/ 1 court per 2,000, Swimming Pools/1 pool per 25,000, Hiking (miles)/ 1 Mile per 6,750, and Picnic Areas (Tables) 1 Table per 6,000.

STAFF ANALYSIS: This house already exists and should not generate an additional need. Capacity exists for all recreational Level of Service Standards.

Public Schools Facilities Element

Objective 1.1.1 (9J-5.025(3)(b)1

The City of Palatka shall ensure the correction of existing school facility deficiencies to provide adequate student capacity, which shall not exceed the adopted level of service standards within the Putnam County School District and which will meet future capacity needs.

Policy 1.1.1.1 (9J-5.025(3)(c)7

The City of Palatka hereby adopts LOSS for Schools of 100% based on permanent FISH capacity for all school types (Elementary, Middle and High)

STAFF ANALYSIS: Phil Leary, the consultant for the Putnam County School District has indicated this single family already exists and will not need to be analyzed for concurrency.

STAFF RECOMMENDATION: Staff recommends approval to change the Future Land Use designation from County Commercial to City Low Density Residential.

D. COMPLIANCE WITH THE PALATKA MUNICIPAL CODE, REZONING REQUEST

Rezoning requirements

When pertaining to the rezoning of land, the report and recommendations of the Planning Board to the City Commission shall show that the Planning Board has studied and considered the proposed change in relation to the following, where applicable (from Sec. 94-38(f)(1) of the Palatka Municipal Code):

- a. Whether the proposed change is in conformity with the comprehensive plan.

STAFF ANALYSIS: The applicant requests rezoning to City R-1A (Single family residential district) from County R1-A (Single family residential district.) The proposed change is in conformance with the comprehensive plan as stated in the above comp plan review and is consistent with both the City and County land use designations for single family dwellings.

This zoning category is consistent with the requested Low Density Residential Future Land Use Map designation. The current land use designation is Putnam County Commercial.

- b. The existing land use pattern.

STAFF ANALYSIS: This rezoning request to City R-1A (Single family residential district) is consistent with the existing land use pattern in the area of Underwood Estates. This request changes the zoning jurisdiction from County to City to accompany the annexation and future land use map amendment request.

- c. Possible creation of an isolated district unrelated to adjacent and nearby districts.

STAFF ANALYSIS: This rezoning request will not create an isolated district since the City and County have adjacent parcels with residential zoning that allow residential uses. The County's setbacks are similar to the City's but are slightly more restrictive.

- d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

STAFF ANALYSIS: This parcel is built out as a single-family residence and will not overtax public services.

- e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

STAFF ANALYSIS: Staff has no information to indicate that existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

- f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

STAFF ANALYSIS: In order to obtain water services, the applicant was required

to annex, amend the Future Land Use map and rezone since the property is contiguous to the city limits. The proposed amendment is necessary to comply with these requirements.

- g. Whether the proposed change will adversely influence living conditions in the neighborhood.

STAFF ANALYSIS: This change is consistent with the existing conditions of the neighborhood.

- h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

STAFF ANALYSIS: This site is already developed as a single-family residence. The traffic created by the existing single-family residence has been included in the County's traffic counts that are the basis for the existing LOSS.

- i. Whether the proposed change will create a drainage problem.

STAFF ANALYSIS: This site is built out as a single-family residence. If any additions are made, drainage will be addressed in plan review.

- j. Whether the proposed change will seriously reduce light and air to adjacent areas.

STAFF ANALYSIS: This site is built out.

- k. Whether the proposed change will adversely affect property values in the adjacent area.

STAFF ANALYSIS: It is not anticipated that this rezoning request will adversely affect property values.

- l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

STAFF ANALYSIS: Staff does not have any information to indicate that the proposed zoning change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations. Adjacent property owners were notified of this rezoning request and have the opportunity to appear before the Planning Board.

- m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

STAFF ANALYSIS: This rezoning request does not constitute a grant of special privilege.

- n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.

STAFF ANALYSIS: The existing zoning is County zoning. With the proposed requests for annexation and a City future land use designation, it is appropriate to change the zoning to a consistent City zoning designation.

- o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.

STAFF ANALYSIS: This change is not out of scale with the needs of the neighborhood or City.

- p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

STAFF ANALYSIS: This site is already developed as a residence and the annexation along with the future land use amendment and zoning change is required in order to obtain city services.

- q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.

STAFF ANALYSIS: This parcel is not located in a Historic District.

STAFF RECOMMENDATION: Staff recommends approval of the requested zoning change from County R1-A (Single family residential district) to City R-1A (Single family residential district). The request complies with the rezoning criteria provided in the Palatka Municipal Code.

Photographs



Debbie Banks

From: Joff Filion
Sent: Monday, June 28, 2010 7:07 AM
To: Debbie Banks
Subject: RE: 100 Underwood Drive

No comment.

JWF
CBO

From: Debbie Banks
Sent: Thursday, June 24, 2010 1:53 PM
To: Gary Getchell; Joff Filion; Mark Lynady; Rhett McCamey; Woody Boynton
Subject: 100 Underwood Drive

I have received the attached request for annexation, future land use amendment and rezoning in order to obtain city water and sewer. Please review and comment.

Thank you,
Debbie

Debbie Banks
Director of Building & Zoning
386.329.0103 (phone)
386.329.0172 (fax)
dbanks@palatka-fl.gov

Debbie Banks

From: Woody Boynton
Sent: Wednesday, June 30, 2010 9:05 AM
To: Debbie Banks
Subject: RE: 100 Underwood Drive

No comments.

From: Debbie Banks
Sent: Thursday, June 24, 2010 1:53 PM
To: Gary Getchell; Joff Filion; Mark Lynady; Rhett McCamey; Woody Boynton
Subject: 100 Underwood Drive

I have received the attached request for annexation, future land use amendment and rezoning in order to obtain city water and sewer. Please review and comment.

Thank you,
Debbie

Debbie Banks
Director of Building & Zoning
386.329.0103 (phone)
386.329.0172 (fax)
dbanks@palatka-fl.gov

Departmental Review Request

Address: 100 Underwood Dr.

Case #: 10-27

Parcel # 11-10-26-9101-0000-0010

Please review the enclosed request and make any comments in writing to Building & Zoning; Fax 329-0172 or put in box. Call 329-0103 with any questions.

<input type="checkbox"/> Rezoning	<input type="checkbox"/> Site Plan Review
<input type="checkbox"/> Annexation	<input type="checkbox"/> Small Scale Amendment (9.99 acres or less)
<input type="checkbox"/> Large Scale Amendment(10+ acres)	<input type="checkbox"/> Concurrency Review
<input type="checkbox"/> Conditional Use Request	<input type="checkbox"/> Variance
<input type="checkbox"/> Street Closing/Street Name Change	<input type="checkbox"/> Other

Meeting Date: August 3, 2010	Response Deadline: July 16, 2010
------------------------------	----------------------------------

Date submitted by applicant: 05/28/10	Date forwarded to Departments for review: 6/24/2010
---------------------------------------	---

Submitted to: Rhett Woody <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Water/Sewer/Streets/Sanitation <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Fire <input checked="" type="checkbox"/> Chief Building Official 	<ul style="list-style-type: none"> <input type="checkbox"/> Sewer Plant <input type="checkbox"/> Water Plant <input type="checkbox"/> Parks <input type="checkbox"/> Weed & Seed <input type="checkbox"/> Cemetery <input type="checkbox"/> Golf <input type="checkbox"/> Airport
--	--

Current Property Use: Residential	Proposed Property Use: Residential
--------------------------------------	---------------------------------------

Property Address: 100 Underwood Drive	Parcel Number: 11-10-26-9101-0000-0010
--	---

Current Land Use Designation: CR Commercial	Requested Land Use Designation: Residential low density
--	--

Current Zoning Classification: County R1-A	Requested Zoning Classification: Residential R-1A
---	--

Acreage: .78	# of Units 1
--------------	--------------

Virginia McColm	None Listed
Owner/Applicant Name 100 Underwood Dr.	Agent Name
Owner/Applicant Address Palatka, FL 32177	Agent Address
City/State/Zip 386-546-9374	City/State/Zip
Phone Number	Phone Number

Planning Director's Comments: Owner has requested to annex for connection to City utilities. Currently group home is being operated at this location.

Thank you!

Debbi

<input type="checkbox"/> No Comments <input checked="" type="checkbox"/> Comments Attached	Reviewed by: <i>Rhett H. McEmery</i> 6-29-10
---	--

Title: *Superintendent of Utilities*

Water & Sewer Taps Have Been Made.



City of Palatka
Building & Zoning
201 N. 2nd Street
Palatka, Florida 32177
386-329-0103 • Fax 386-329-0172



As an owner of adjacent property, you are hereby notified of a pending action before the Planning Board which may be of concern to you:

PUBLIC NOTICE

Notice is hereby given that the **CITY OF PALATKA PLANNING BOARD** will hold a public hearing on August 3, 2010 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

Request to annex into the Palatka city limits, amend the Future Land Use Map from County Commercial to City Low Density Residential and rezone from County R-1A (Single-family Residential) to City R-1A (Single-family residential). Case: PB 10-27

Owner: Virginia E. McColm

Location: 100 Underwood Dr.

Parcel #: 11-10-26-9101-0000-0010

All interested parties are invited to attend this public hearing.

Debbie Banks
Director of Bldg. & Zoning

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED, AT THE EXPENSE OF THE APPELLANT. F.S. 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING DEPT. AT (386)329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

11-10-26-9101-0000-0050
LASSITER WAYNE R + GLORIA
103 UNDERWOOD DRIVE
PALATKA FL 32177
PB 10-27

11-10-26-9101-0000-0040
FIELDS RICHARD L + SHEILA R
114 UNDERWOOD DRIVE
PALATKA FL 32177
PB 10-27

11-10-26-9101-0000-0030
SCROGGINS TROY + TRICIA
106 UNDERWOOD DR
PALATKA FL 32177
PB 10-27

11-10-26-9101-0000-0020
SIMPSON WILLIAM GARY
3307 CAMPBELL ST
PALATKA FL 32177
PB 10-27

11-10-26-9101-0000-0010
MCCOLM VIRGINIA
622 RIVER ST
PALATKA FL 32177
PB 10-27

11-10-26-0000-1170-0000
MILLS MART HEIRS OF
3313 CRILL AVE
PALATKA FL 32177
PB 10-27

11-10-26-0000-0100-0000
PALATKA HOUSING AUTHORITY
PO BOX 1277
PALATKA FL 32178
PB 10-27

11-10-26-0000-0030-0000
FINDLATER ERROL N + ANDREA
PO BOX 1128
PALATKA FL 32178
PB 10-27

11-10-26-0000-0030-0010
C-B PROPERTIES
3400 CRILL AVE
PALATKA FL 32177
PB 10-27

STATE OF FLORIDA

County of Putnam

The undersigned personally appeared before me, a Notary Public for the State of Florida, and deposes that the Palatka Daily News is a daily newspaper of general circulation, printed in the English language and published in the City of Palatka in said County and State; and that the attached order, notice, publication and/or advertisement:

Notice is hereby given that t

Was published in said newspaper 1 time(s) with said publication being made on the following dates:

07/17/2010

The Palatka Daily News has been continuously published as a daily newspaper, and has been entered as second class matter at the post office at the City of Palatka, Putnam County, Florida, each for a period of more than one year next preceding the date of the first publication of the above described order, notice and/or advertisement.

Vicki Rafuse

Sworn to and subscribed to before me this 19th day of July, 2010 by Vicki Rafuse, Administrative Assistant, of the Palatka Daily News, a Florida corporation, on behalf of the corporation.

Mary Kaye Wells

Mary Kaye Wells, Notary Public

My commission expires July 22, 2011

Notary Seal
Seal of Office:

- Personally known to me, or
- Produced identification:
- Did take an oath



PUBLIC NOTICE

Notice is hereby given that the CITY OF PALATKA PLANNING BOARD will hold a public hearing on August 3, 2010 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

Request to annex into the Palatka city limits, amend the Future Land Use Map from County Commercial to City Low Density Residential and rezone from County R-1A (Single-family Residential) to City R-1A (Single-family residential). Case: PB 10-27

Owner: Virginia E. McColm
Location: 100 Underwood Dr.

Parcel #: 11-10-26-9107-0000-0010

All interested parties are invited to attend this public hearing.

Debbie Banks
Director of Bldg. & Zoning

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PLANNING BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AT THE EXPENSE OF THE APPELLANT. F.S. 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE BUILDING DEPT. AT (386)329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

Legal No. 05505881
07/17/2010

Application for Rezoning

This application must be typed or printed in black ink and submitted with any required attachments and application fee of \$130 (Checks payable to the City of Palatka) to:

City of Palatka Planning & Zoning
 201 N 2nd Street
 Palatka, FL 32177

Application Number: PB - <u>10-27</u>
Date Received: <u>5/28/10</u>
Hearing date: <u>8/3/10</u>

FOR INFORMATION REGARDING THIS FORM, CALL (386)329-0103

TO BE COMPLETED BY APPLICANT		
1. Property Address: <i>100 UNDERWOOD DR</i> <i>PALATKA, FL 32177</i>	2. Current Property Use: <i>single family</i>	
3. Parcel Number: <i>11-10-26-9101-0000-0010</i>	4. Lot size/acreage: <i>0.78</i>	5. Proposed Use: <i>Group Home - Sm. Residential</i>
6. Current Zoning Designation: <i>RIA - Single family</i>	7. Requested Zoning Designation: <i>COMMERCIAL</i> <i>RESIDENTIAL RIA</i>	8. Required Attachments: <input type="checkbox"/> Letter of Authorization* <input type="checkbox"/> Legal Description <input type="checkbox"/> Copy of Recorded Deed <input type="checkbox"/> Fees <input type="checkbox"/> Project Narrative** <input type="checkbox"/> If applicable, attach Small or Large Scale Future Land Use Amendment application
9. Square footage of any proposed structures: <i>n/a</i>	10. Number & types of structures on property: <i>1. Residential</i>	
8. Owner Name: <u>Virginia McCalm</u>		
Owner Address: <u>622 River St</u> <u>PALATKA FL 32177</u>		
Phone Number: <u>386-546-9374</u>		
9. Agent Name: _____		
Agent Address: _____ _____		
Phone Number: _____		

*Letter of Authorization for Agent is required if any person other than the property owner makes the application and acts on behalf of the owner.

**Project Narrative: Explain present and future use of the property detailing project.

Application Number: PB - 10-27
 Hearing date: _____

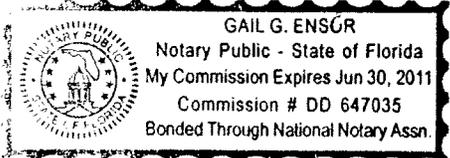
10. This application submitted by:

Signature of owner(s): Virginia McColm
 Print owner(s) names(s): Virginia McColm
 Signature of Agent(s): FIDLM 245-865-51-841-0 ex 9/21/11
 Print Agent(s) names: _____

STATE OF Florida
 County of Putnam

Before me this day personally appeared Virginia McColm who executed the foregoing application and acknowledged to and before me that She executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 28 day of May A.D. 2010.



[Signature]
 Notary Public

My commission expires: 6/30/11 State of Florida at Large

FOR OFFICIAL USE ONLY				
1. Date Submitted <u>5/28</u>	2. Received By:	3. Current Zoning: <u>County R1A</u>	4. Requested Zoning: <u>city R-1A</u>	5. Preliminary review by: <u>DB</u>
7. Sign(s) Posted Date: By:	8. Surrounding property owners notices sent: Date: By:	9. Legal Ad Ran: Date:	10. Attachments Reviewed: <input type="checkbox"/> Letter of Authorization** <input type="checkbox"/> Legal Description <input type="checkbox"/> Copy of Recorded Deed <input type="checkbox"/> Fees <input type="checkbox"/> Project Narrative	
City Commission Meeting Date:				

2009 Assessment Information for Parcel: 11-10-26-9101-0000-0010

Tax Collector Information

Mccolm Virginia (E)

622 River St
 Palatka Fl 32177-2177 (**Putnam County GIS Interactive Mapping**)

Parcel 911 Addresses

100 Underwood Dr, Palatka (**MapQuest map**)

Property Legal Description

UNDERWOOD ESTATES MB6 P5 UNRECORDED PORTION OF PLAT BK226 P292 BK240 P414 BK246 P126

Detail Information for Parcel: 11-10-26-9101-0000-0010

Just Value of Land:	\$65930	Property Use:	Single Family Residential
Improvement Value:	\$90146	Structures:	1
Market Value:	\$156076	Mobile Homes: <input type="checkbox"/>	0
Market Classified:	\$0	MH Unextended:	0
Classified: <input type="checkbox"/>	\$0	Census Tract:	950900
Market Adjusted:	\$156076	Census Block:	3020
Total Acreage:	0.78	Location:	Putnam County

Parcel Authority Value Breakdown

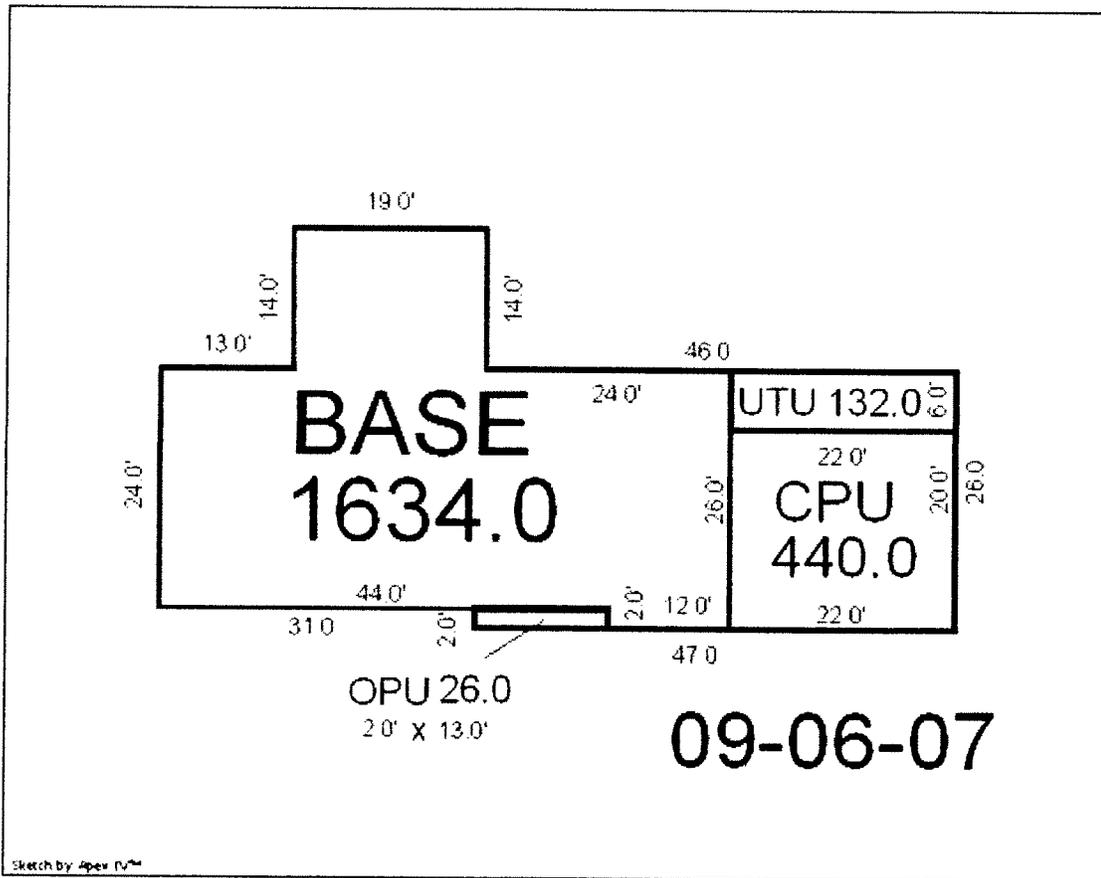
Authority	Assessed/Limited	Minus (-) Exemptions	Taxable Value
County Only:	\$156076	\$0	\$156076
School Only:	\$156076	\$0	\$156076
All Others:	\$156076	\$0	\$156076

Parcel Sales Data

Book	Page	Instrument	Month	Year	QSCD	Price
1097	1858	Warranty Deed	May	2006	00 I	\$175000
1078	1825	Amended Order of Summary Administration	January	2006		\$0

Tim Parker, C.F.A., Putnam County Property Appraiser

Improvement Sketch for Parcel: 11-10-26-9101-0000-0010



NOTICE:

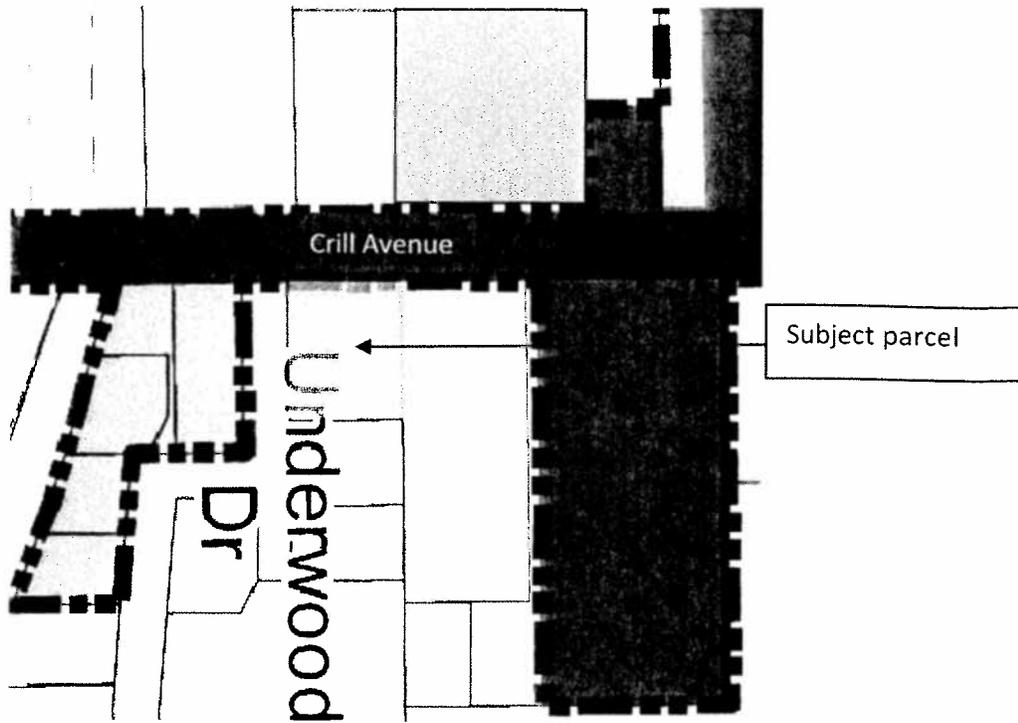
Crill Ave.

This sketch is displayed for informational purposes only. The Putnam County Property Appraiser furthermore assumes no liability whatsoever associated with the use or misuse of the information generated. Your use of this sketch constitutes your agreement that you will hold harmless the office of the Property Appraiser and its employees from any and all mistakes, misuses, and misunderstandings.

Today's Date: May 27, 2010
Putnam County, Florida

LEGEND

	Municipal Boundary
	Misc. Lines, Easements
	Property Lines, R.O.W's.
	Railroad R.O.W's.
	Major Roads
	Minor Roads
	Local Roads
	Streams
	Rivers, Lakes
Palatka Future Land Use	
	AG
	COM
	CON
	COUNTY
	IN
	OFF
	PB
	RE
	RH
	RL
	RM



Location: 100 Underwood Dr. (11-10-26-9101-0000-0010)
 Owner: Virginia E. McColm Case: PB 10-27
 Future Land Use Map Amendment from County Commercial to City Low Density Residential

Pam Sprouse

From: Virginia McColm [mccolm_ve@hotmail.com]
Sent: Sunday, August 01, 2010 5:35 PM
To: Pam Sprouse
Subject: 100 Underwood Dr, Palatka

As we discussed Friday, I regret I will be unable to attend the meeting Tuesday, due to a prior commitment out of town.

It is my request that the Board give consideration to my application to rezone and annex, 100 Underwood Drive, into the City of Palatka.

As you know, 100 Underwood Dr. is currently on city water and sewage.

Thank you. Ginny McColm

*Ginny McColm
PO Box 1373
Palatka, FL 32178
cell 386-546-9374*

August 31, 2010

City of Palatka
Building and Zoning
201 N. 2nd Street
Palatka, Fl 32177

RE: Case: PB 10-27

Dear Sirs;

I am writing in response to a request to rezone the property at 100 Underwood Drive. I do not understand why this rezoning should occur. The subdivision has always been single family residential and to now change to a multi-family environment is not consistent with the original plans for the development. My grandfather built the adjacent house over 50 years ago and has followed the original guidelines for the house and subdivision.

I am unable to be in attendance as I am out of town on August 3, 2010. I request that you turn down this request to rezone as it is not consistent with the original plans and to alter the plans is not necessary. I request you continue to use the house and subdivision as it was created, as a single-family house. Once you change for one you have destroyed the plans. If this request to rezone is approved, I would have to ask why do you have any plans at all since they do not mean anything?

Thank You

Gary Simpson

Gary Simpson
3007 Campbell Street
Palatka, Fl 32177
(386) 972-0708

RECEIVED
JUL 02 2010
BY: *[Signature]*

*Agenda
Item*

7

MEMORANDUM

TO: CITY COMMISSIONERS
FROM: JEFF NORTON
SUBJECT: SPECIAL EVENTS ORDINANCE
DATE: 9/21/2010
CC:

I am requesting Action be taken to set a date for the first reading of the proposed changes to the Special Events Ordinance.

Please find attached a copy of the Special Events Ordinance with the recommended changes for your review.

Thank You

Jeff Norton

ARTICLE III. SPECIAL EVENTS

DIVISION 1. GENERALLY

Sec. 50-181. Intent.

It is the intent of this article to provide minimum standards for the regulation of festivals and other special events held in the city for the protection of the health, safety and welfare of the participants as well as the residents and taxpayers of the city.

(Ord. No. 03-23, Art. I, 10-23-2003)

Sec. 50-182. Permit required.

Any special event held within the corporate limits of the city shall ~~obtain~~ be required to obtain a special event permit. All special events shall conform to the provisions set forth in this chapter and with all terms, conditions, and requirements identified in an issued permit.

(Ord. No. 03-23, Art. I, 10-23-2003)

Sec. 50-183. Definitions.

Applicant is the individual(s) or entity who makes application to the city to hold a special event. The applicant is responsible for compliance with terms and conditions set forth in the permit and requirements set forth herein.

Attendance shall be computed and calculated based on historical data. If no attendance data exists, then the minimum "attendance fee" shall be assessed.

Attendance formula means the total attendance divided by the number of days of operation. For purposes of this calculation, any part of a day shall be considered an entire day.

Booth means a stand for the sale of goods or containment of games and other individual entertainment activities associated with the special event.

Charitable organization means any person or group which has qualified for exemption from federal income tax as an exempt organization under the provisions of Section 501(c) of the Internal Revenue Code of 1954 or Section 528 of the Internal Revenue Code of 1986, as amended, and who is or holds ~~himself~~ himself/herself out to be established for any benevolent, educational, philanthropic, humane, scientific, artistic, patriotic, social welfare or advocacy, public health, environmental conservation, civic or other ~~eleemosynary~~ charitable purpose. It may include a chapter, branch, area, office or similar officiate performing functions of the organization within the state for a charitable organization, which has its principal place of business outside the state.

City sponsored event means the city reserves the right to sponsor special events. City sponsored events are exempt from the ~~procedural~~ and fee requirements contained herein, but are required to follow procedures.

Classifications; waivers means that special events shall be classified in the below-listed categories and subject to certain terms and conditions based on the impact the event may have on Palatka residents and city services.

Class A means ~~these~~ events, which by design are intended to attract a minimum of 1,000 patrons on any peak attendance day from both within and outside Putnam County. These events are commonly referred to as festivals and may include: (1) paid commercial advertisement; (2) beer/alcohol concessions; (3) amplified entertainment; (3) street/sidewalk entertainment; (4) multiple stages; and (5) itinerant merchandising. Such events rent space to vendors for food and/or merchandise sales and require municipal public safety and public works services beyond those that are regularly provided by the city. Hours of operation shall be no earlier than ~~8:00~~ 7:00 a.m. and no later than 12:00 midnight. No amplified sound shall be permitted before ~~12:30~~ 1:00 p.m. on Sundays or before 10:00 a.m. on any other day.

Any "Class A" event held on public property must be ~~sponsored by a non-profit charitable organization for the purpose of raising funds for a legal cause or charity, must be centered around a local, annually recurring theme, and deemed beneficial for the citizens of Palatka by the city commission~~ presented to the Special Events Committee with recommendations to the City of Palatka City Commission for authorization.

Class B means ~~these~~ public or private events which by design are intended to attract less than 1,000 patrons or spectators on any peak attendance day, and/or where advertisement, if done, is usually limited to a local target market. These events shall include but are not limited to certain cultural events, arts and craft shows, athletic events, community celebrations, dances, car shows, competitions, revivals, concerts, regattas, fishing tournaments with 40 boats or more, and parades. These events may include amplified sound and food & beverage concessions. Except for fishing tournaments, hours of operation ~~should~~ shall be no earlier than 8:00 a.m. and no later than 10:00 p.m. No amplified sound shall be permitted before 12:30 p.m. on Sundays or before 10:00 a.m. any other day.

Class C means these events ~~are~~ characterized by their limited impact on traffic, parking and noise in surrounding neighborhoods, and do not exceed the capacity of the facility or other property proposed to be used. These activities include events that involve the private use of city-owned or controlled property and are not open to the general public, including, but not limited to, fishing tournaments with less than 40 boats, weddings, picnics, family reunions, and birthday parties. These events will also include block parties, contests, certain types of low-impact concerts, and fund-raising food concessions for the benefit of nationally-recognized charities, local service clubs or other local organizations. These events may include serving of food and/or beverages, one source of amplified sound, up to eight hours of activities, and shall operate no earlier than 8:00 a.m. and no later than 10:00 p.m., except for fishing tournaments. No amplified sound shall be permitted before 12:30 p.m. on Sundays or before 10:00 a.m. on any other day.

Commercial activity means the sale of any item or service, tangible or intangible, including but not limited to food and beverages, the charging of admission, the charging of fees for any service, entertainment or amusement, including but not limited to carnival rides.

Day means a 24-hour period beginning at 12:01 a.m.

Exemptions means the following special events are exempt from city fee requirements: a) Christmas parade, b) Fourth of July fireworks display, and c) Veteran's Day ceremony.

In the case of any Class B or C special event of less than eight hours in duration, which involves no commercial benefit to any enterprise, any or all fees for city services may be reduced or waived by the city commission, duly ~~agendæd~~ agendaed at a regular or special meeting, upon written application by the applicant.

Fees means all fees are located in the Code of Ordinances, Appendix A, Schedule of Fees, under Chapter 50, Section 50-281, Special Events Fee Schedule.

Historically recurring event means an event shall be considered "historically recurring" if the event has been held in one or more consecutive preceding years on approximately the same date.

Public property means any public street, sidewalk, place, property, easement, structure or facility owned, dedicated, controlled or otherwise under the jurisdiction and control of the city.

Special event means any public or private event held within the city, in which it can be anticipated that the number of persons attending the event will exceed the on-site parking available at the premises upon which the event will take place; or any public or private event in which it can be reasonably expected that services will be required beyond those that are regularly provided by the city such as additional police services, traffic control, crowd control, fire and/or emergency medical services, street closures, garbage cleanup, or other municipal services which may be necessary to service the event. Additionally, those public or private events that involve musical groups or amplified sound, high intensity lighting, fireworks, erection of temporary structures on city-owned or controlled property, displays or other activities of such a nature that impinge upon any adjacent public, business or residential area shall be considered as a special event. This may include, but not be limited to athletic events, contests, fishing tournaments, sailing regattas, carnivals, concerts, religious events, walk-a-thons, competitions, festivals, block parties, street dances, parades, car shows, art/craft shows, bazaars, fireworks displays, motion and still photography productions or other similar activities which meet the definition listed herein for special events.

Special events committee shall be composed of the CRA Director/~~Main Street Manager~~ or designee and city department representatives whose department or division may be impacted by the special event, to include the police and fire departments. The committee shall be convened by the special events coordinator for each "Class A" event, and may be convened for each ~~and~~ "Class B" event.

Special events coordinator shall be appointed by the city manager to coordinate the management of special events in relation to permit applications, approvals, and the impact of the event on city services. The special events coordinator shall serve as the liaison between the applicant and the special events committee. The special events coordinator is responsible for keeping the city manager/city commission informed of upcoming events. The special events coordinator has the authority to coordinate "Class C" events without convening the special events committee.

Vendor/concession/business means any person, corporation, entity or enterprise providing the sale of goods or services for profit and/or the promotion, production, operation or management of any activities related to a special event as defined above.

(Ord. No. 03-23, Art. I, 10-23-2003)

Sec. 50-184. Qualification of non-profit charitable organization.

(a) Any non-profit charitable organization wishing to obtain a permit to hold a special event on public property shall submit with his application the following items:

(1) A valid certificate of exemption issued pursuant to Section 501(c) Internal Revenue Code of 1954 or a similar exemption certificate issued pursuant to Section 528 of the Internal Revenue Code of 1986; and

(2) Its nonprofit articles of incorporation and Charter, or similar documents to demonstrate its nonprofit status; and

(3) Evidence in the form of a Corporate Charter, partnership agreement or similar documentation that ~~is it~~ has been in existence and active.

(4) A mission statement stating the intent of the nonprofit organization's fundraising efforts.

(5) A financial statement containing the sources and the amount of the gross revenue derived by the charitable organization during the last audit period immediately preceding the filing of the letter of request, stating the names of the distributees of the net revenues and the amounts received by each. The statement shall be certified as correct by a principal officer or one who controls the charitable organization.

(6) The city may require other reports covering the activities connected to the charitable organization.

(b) Within 120 days of the close of the event, the applicant must submit:

(1) A comprehensive financial report or audit listing the income and expenses of the event, showing the amount of gross revenues, all payments made, and net proceeds, and how the net proceeds were distributed.

(2) An affidavit listing all suppliers from which they have received goods or services in connection with the event, and stating they have been paid in full, or if they have not, a listing of those suppliers and the amount they are owed.

(Ord. No. 03-23, Art. I, 10-23-2003)

Secs. 50-185--50-200. Reserved.

DIVISION 2. APPLICATION AND APPROVAL PROCESS

Sec. 50-201. Application for special events; time for submission; contents.

- (a) Any person or entity desiring to hold a "special event" within the city, shall submit an application to the special events coordinator. No application will be considered for approval unless it is filed in a timely fashion. An application is not filed in a timely fashion unless, for "Class A" special events, it is submitted at least 90 days but no more than 365 days prior to the event; for "Class B" special events it is submitted at least 30 days but no more than 365 days prior to the event; and for "Class C" special events it is submitted at least ~~7~~ 30 days but no more than 180 days prior to the event.

The City Manager may authorize any Class B or Class C permit, if submitted after the above deadlines, upon recommendations or approval from the Special Events Coordinator.

The application shall be upon a form approved by the city commission, and available at city hall. Written instructions to aid in completing the form and submitting the application shall be provided along with the application to any potential applicant upon request.

(b) In order to be considered for approval, an application submitted to the special events coordinator must contain the following information:

(1) Name, address and telephone number of applicant. Attach copies of the following documents as needed: driver's license, food handler's license, alcohol license and non profit status.

(2) Type of proposed event and description of planned activities.

(3) Date and times of major event activities, including daily beginning and ending times.

(4) Estimated number of people expected to attend the event each day, and the basis of the estimate.

(5) Location of event, including detailed site plan specifying location of major event attractions and activities.

(6) Whether "stages" are to be utilized, and if so, how many.

(7) Whether amplified sound is to be utilized and, if so, from how many sources.

(8) Whether tents and canopies are to be utilized and, if so, how many and what size?

(9) Whether food and beverages will be sold by event vendors.

(10) Whether merchandise other than food or beverages will be sold by event vendors.

(11) Whether the applicant intends to furnish, at the applicant's expense, first aid or medical facilities or personnel. If so, provide a description.

(12) Whether the applicant intends to furnish, at the applicant's expense, security personnel or equipment. If so, provide a description.

(13) The names of those persons to be designated by the applicant as on-site representatives of the applicant, and the names and telephone numbers of any other persons to be contacted on behalf of the applicant in the event of an emergency.

(c) Upon receipt of a completed application, the ~~special events coordinator~~ Special Events Coordinator shall review same and determine if the proposed event should be classified as a Class A event, a Class B event, or a Class C event, as these categories are defined in division 1, section 50-183.

(1) If the proposed event is determined to be a Class C event, then the ~~special events coordinator~~ Special Events Coordinator shall decide whether to issue a permit authorizing the event. In deciding whether to issue a permit authorizing the event, the special events coordinator shall be guided by the criteria set forth in subsection (e) hereof and may request the applicant to provide additional information necessary to the decision-making process.

(2) If the proposed event is determined to be a Class B event, the ~~city manager~~ Special Events Coordinator shall decide whether to issue a permit authorizing the event. In deciding whether to issue a permit authorizing the event, the ~~city manager~~ Special Events Coordinator shall be guided by the criteria set forth in subsection (e) hereof and may request additional information necessary to the decision-making process. The special events coordinator may schedule a planning meeting with the applicant and ~~special event committee~~ Special Events Committee if deemed appropriate.

(3) If the proposed event is determined to be a Class A event, then the special events coordinator shall schedule a "planning meeting", to be attended by the special events committee, the applicant's authorized representatives (including the applicant's designated event planner and designated safety officer [if any]) and the special events coordinator. At the planning meeting, all aspects of the proposed event and its impact upon the city shall be discussed. As a result of the planning meeting, the special events committee shall, within seven days of the meeting's conclusion, prepare a written report which:

- a. Specifies any concerns held by the committee regarding the potential impact of the event upon any city department or city service.
- b. Specifies any concerns held by the committee regarding the ability of any city department to furnish the level of services required to satisfy any need, which the event will likely create.
- c. Makes specific recommendations or findings regarding the number of city employees and "employee hours" in excess of "normal" staffing requirements, which each city department will likely be required to devote to servicing the event, and the expected cost to each department of the additional staffing requirements.
- d. Details any offers made by the applicant at the planning meeting to modify the application to address concerns raised during the planning meeting.
- e. Makes specific recommendations regarding any terms or limitations, which should be required as a condition of event, permit approval and which are necessary for the protection of the public and its health and safety.

The report of the special events committee shall be forwarded to the city commission.

(d) All applications for Class A event permits shall be considered by the city commission at the first city commission meeting held after the planning meeting referred to in subsection (c)(2) of this section, provided the written report of the special events committee has been prepared and furnished to the city clerk, and the agenda and public notice requirements of the commission have been satisfied. Otherwise, the event application shall be considered at the first regularly scheduled city commission meeting held after the city clerk's receipt of the written report and for which the commission's agenda and public notice requirements can be satisfied.

(e) Before granting an application for a Class A special event permit, the city commission must find that:

- (1) The proposed event will not unduly adversely impact neighboring businesses or residents.
- (2) The proposed event will not present an unacceptable risk to the safety of the public.
- (3) The proposed event will not generate unacceptable levels of noise, taking into account the location at which the noise is to be generated, the time when the noise is to be generated, and the impact upon those who may be affected.
- (4) The proposed event will not exceed the city's ability to provide necessary services, including but not limited to police, fire, medical, and sanitation services.

(5) The proposed event will not unduly adversely impact city-owned or publicly owned property.

(6) The proposed event will not disrupt vehicular traffic flow and/or pedestrian traffic flow to the extent that the safety or convenience of the public is unreasonably impacted.

(7) Conditions, terms, or limitations can be fashioned which, if implemented, will satisfy the city's obligation to safeguard the public's health, safety, and welfare; and, the applicant is willing to accept and comply with said conditions, terms, or limitations.

(f) Upon a finding by the city commission that the criteria set forth in subsection (e) of this section have been satisfied, the city commission shall approve issuance of a special event permit, subject to those conditions, terms or limitations which the commission finds necessary to the protection of the public's health, safety, and welfare, which may include but not be limited to the applicant's payment of fees and/or costs provided for herein. In the event the commission determines that one or more of the criteria set forth in subsection (e) of this section has not been satisfied, the commission shall deny the permit but shall specify the issuance criteria which the commission has determined the applicant failed to satisfy.

(g) All special event permit applications shall be considered for approval in the order in which the completed applications are submitted. However, if applications for Class A, Class B, and Class C special events are simultaneously pending, and the approval of one of the applications will adversely impact one or more of the others, preference shall be given first to the application for a historically recurring event; next to the application for the Class A event, next to the application for the Class B event, and finally to the application for the Class C event.

(h) The special events coordinator shall schedule a post-event review meeting within 30 days after the close of a Class A event, and may schedule a post-event review meeting within 30 days after the close of a Class B event, which shall include the special events committee and the applicant and/or representatives.

(Ord. No. 03-23, Art. II, 10-23-2003)

Sec. 50-202. Permit issuance; fees.

(a) If an application for a Class A or Class B permit is approved, the special events coordinator shall notify the applicant of same in writing and shall provide the applicant with a written summary of the permit's terms, conditions, and limitations, which shall include but not be limited to, a listing of all fees and costs to be assessed in conjunction with the issuance of the permit. If the application for a Class A or Class B permit is denied, the special events coordinator shall notify the applicant in writing of same and of the reason specified as the basis for the denial.

(b) If a special event permit is approved, the applicant may be assessed fees, which shall include, but not be limited to, the following:

(1) Daily fee for each day of the event. For purposes of this section, "day of the event" shall include any portion of a day. The daily fee shall be determined in accord with division 4, fee schedule.

(2) "Class A" permit applicants shall agree to pay the actual cost of the Putnam County Landfill tipping fee. Payment of actual tipping fees shall be rendered within seven days of the close of the event. The city commission shall impose an

additional minimum deposit of \$500.00, up to a maximum of \$2,500.00, to be credited towards the payment of actual tipping fees. Any "surplus" deposit will be refunded after actual fees have been deducted, or upon proof of waiver of any landfill tipping fees by the Putnam County Board of County Commissioners.

(3) Law enforcement/security fees pursuant to division 4.

(4) Sanitation fees pursuant to division 4.

(5) Fire/rescue fees pursuant to division 4.

(6) Public works personnel fees pursuant to division 4.

(7) Building department inspection fees pursuant to division 4.

(8) Any other fee which the city commission finds reasonable and necessary to provide for the public health, safety, and welfare.

(c) All "categories" of fees assessed as described in subsection (b) of this section shall be itemized at the time of permit approval. The amount of the fees shall be calculated if possible, or estimated if of a type which can not be precisely calculated in advance, at the time the applicant is notified of permit approval by the special events coordinator.

(d) The city commission has the right to waive or reduce fees for applicants who meet the definition of charitable organizations under division 1, section 50-183.

(e) Payment of all fees and "estimated" fees shall be due ~~at least seven~~ 14 days prior to the first day of the event. Any fee that is "estimated" shall be precisely calculated as soon as information necessary to said calculation is available, but not later than 30 days after the event has concluded. The special events coordinator shall then notify the applicant of the variance between the estimated fee and the actual fee, and shall within 30 days thereafter, refund to the applicant the amount of any "surplus" ~~fees collected~~ fee collected or, collect from the applicant the amount of any fee "deficit".

If remaining fees are not collected this may result in future denial of any Special Events or Permits.

(f) If an entire special event is canceled due to a weather emergency as declared by Putnam County Emergency Management and Police Chief or his designee, all fees, other than the ~~minimum~~ Permit fee assessed for services already rendered by the city, shall be refunded to the applicant. The applicant may also choose another day, if their event was cancelled due to the weather emergency.

(g) The applicant is solely responsible for acquiring any/all permits and authorization required by city, state, county, or federal authorities for the conduct of activities associated with the special event which may be in addition to the special event permit described herein. Proof of issuance of any such "additional" permits or authorizations shall be provided to the special events coordinator at least ~~48 hours~~ five business days prior to the first day of the special event.

(h) Failure to comply with the terms and conditions of a special event permit shall be grounds for immediate suspension of the event, which suspension shall continue until at least such time as the noncompliance is remedied. Notice of said "noncompliance" shall be communicated immediately to the applicant or his designee by the ~~city manager~~ Special Events Coordinator or his designee, or the ~~chief of police~~ Chief of Police or his designee. The ~~city manager~~ Special Events Coordinator or his designee, or the ~~chief of police~~ Chief of Police or his designee may then suspend the event, if the noncompliance is not remedied or until the noncompliance is remedied.

(Ord. No. 03-23, Art. II, 10-23-2003)

Secs. 50-203--50-220. Reserved.

DIVISION 3. SPECIAL EVENT TERMS AND CONDITIONS

Sec. 50-221. Performance bond; security for damage to public property.

Security for damage to public property shall be provided by the "Class A" permit applicant(s) in a cash bond in the amount of \$500.00 to secure restoration of any public property damaged within 600 feet of all property line boundaries of the special event, and within 24 hours of the conclusion of the event, to warrant that the same shall be free of trash, garbage, litter and any other debris and that the said property shall be placed in the same conditional state existing prior to the special event. The Fire Marshal, city parks Parks superintendent Superintendent or Designee and/or ~~the building inspector~~ Building Inspector shall inspect the public property impacted by the special event on the days immediately prior to and following the conclusion of the event to confirm compliance. The performance bond shall also be conditioned to cover any non-paid expenses incurred by the city for any additional services such as necessary re-inspections, additional personnel costs due to schedule adjustments and any other impact to existing city services not approved prior to the special event. The applicant(s)' liability for damages to city property as described above is not limited to \$500.00.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the city for:

(1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.

(2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

(b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in Florida Statutes, section 768.28.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-223. Alcoholic beverage regulations.

As provided in chapter 10, section 4(d), the city commission may grant special permission for the sale, consumption, or possession of beer and/or wine in open containers during special events within defined areas of any public park, recreation area, street, sidewalk, or public parking facility and for specific times. This special permission is not intended to authorize the violation of state statutes and shall not be so interpreted. In addition to any statutorily imposed obligations of the seller of alcoholic beverages, it shall be the obligation of the applicant to insure that the terms of any "special permission" granted by the city commission, as well as state, county, and municipal laws regarding the sale, consumption or possession of alcoholic beverages are strictly complied with in connection with the conduct of event activities.

During the course of the event, if the terms of the "special permission" are violated and/or violations of municipal, state, county or federal law are noted which are related to alcoholic beverages sales or consumption at the event, and warnings of noncompliance are not corrected by the event organizer and/or his staff, the police chief or his designee may issue a cease sale order, and no further alcoholic beverage may be sold or consumed in connection with the event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-224. Noise control.

The city commission may issue a special permit to exceed noise levels established by chapter 30, Palatka Code of Ordinances, in conjunction with any Class A or Class B event. The special permit may be limited to specific times and specified areas, subject to the limitations for waivers as set forth in chapter 30, noise control.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-225. Public law enforcement and private security services.

(a) Unless otherwise authorized by the City of Palatka Chief of Police, the Palatka Police Department shall be the sole provider for public law enforcement services. The number of public law enforcement personnel and the number of applicant(s) provided private security personnel required to service the special event shall be determined in the planning meeting with final approval by the city. ~~The chief of police~~ Chief of Police or his designee shall have authority over and command of all security, both public and private.

(b) ~~The chief of police~~ Chief of Police or his designee shall determine the number of officers required for security at the planning meeting based on city requirements, applicant(s) needs, traffic control, parking and required protection of adjacent sites within 1,500 feet of the property of which the special event is held. Additional officers may be

authorized or required, depending upon the character and risk factor of the proposed special event.

(c) The city, in consultation with the applicant(s), shall establish the appropriate time frames in which public law enforcement and private security is needed for each aspect of the special event. The applicant(s) will provide a tentative schedule of activities for each day of the event at the planning meeting. The city shall assign a "special event field operations detail" to handle law enforcement services. Because the final activities schedule may change, the city police department supervisor in charge of the detail, shall have the authority to adjust the work schedule to cover any activities that may require additional or fewer public law enforcement services. Fees for police services may vary due to scheduling adjustments determined and approved on-site by the police supervisor and the applicant(s) during the event. Any additional fees generated by scheduling adjustments shall be the responsibility of the applicant(s).

(d) If the scope of the event exceeds the Palatka Police Department's manpower capacity, the chief of police may contract with other law enforcement agencies to provide additional resources. All contractual law enforcement personnel will work under the supervision of the chief of police or his designee, and will be assigned accordingly.

(e) Fee schedule for determining officer personnel and equipment costs, to be paid by applicant(s) of event, shall be as set forth in the ~~Code of Ordinances, appendix A, schedule of fees, under chapter 50~~ Sec. 50-281, special events fee schedule.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-226. Fire department services.

(a) Unless otherwise authorized by the fire chief, the Palatka Fire Department shall be the sole provider for fire department services. The number of certified fire department personnel and the level of fire protection services required to service any special event shall be determined by the city in the planning meeting with final approval by the city. Fire department services shall be for the purpose of fire protection. Fire protection shall also be required during the event, or certain aspects of the event, in any structure in which any type of explosive, open flame, spark-producing device or flammable solid, liquid or gaseous material is used. The fire department shall determine what is necessary to provide adequate fire protection and safety for each event.

(b) The city shall also establish the appropriate time frames fire personnel are needed for fire protection services for each aspect of the special event. The applicant(s) will provide a tentative schedule of activities for each day of the event at the planning meeting.

(c) In the event the applicant(s) are authorized to utilize certified firefighter fireguards from an agency other than the Palatka Fire Department, an agency representative must be present in the planning meeting and the agency must meet the requirements for fire protection as agreed in the meeting.

(d) Fee for fire department personnel and equipment costs to be paid by applicant(s) of event, shall be as set forth in the ~~Code of Ordinances, appendix A, schedule of fees, under chapter 50~~ Sec. 50-281, special events fee schedule.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-227. Emergency medical services (EMS); advanced life support/water rescue.

- (a) The special events committee shall determine the minimum level of emergency medical services that are necessary for the special event.
- (b) A member of the Putnam County EMS shall be invited to attend the special event planning meeting, and shall be requested to provide input regarding the minimum level of EMS services required for the event. In addition, said representative shall be requested to define the level of services that Putnam County EMS will provide.
- (c) If the minimum level of EMS services determined to be necessary for the event by the special events committee, with input from the Putnam County EMS representative is greater than the level of service which the Putnam County EMS will provide, then the special event applicant shall be required to provide, at the applicant's expense, those additional medical services necessary to meet the minimum level established.
- (d) All special events involving open-water system activities that include boats, personal watercraft, canoes, kayaks, paddle boards, surf and boogie boards, and/or swimming may require a two-person water rescue team with an approved rescue craft.
- (e) Any fees for EMS personnel and equipment costs shall be the sole responsibility of the applicant.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-228. Public works services.

- (a) Should the services of the city parks, streets, water and sanitation department be required, the number of personnel, type of equipment and the type of public works services required to service the event shall be determined by the applicant(s) and the city in the planning meeting. Public works department services shall generally be limited to the tasks directly related to city participation in the event.
- (b) The formula for determining the number of parks, streets, water and sanitation department personnel and equipment required shall be based on the type of tasks required. Unless otherwise approved by the special events committee, there shall be a minimum of one sanitation worker and one parks worker scheduled for each Class "A" and Class "B" event.
- (c) Fee for public works personnel and equipment costs to be paid by applicant(s) of event, shall be ~~as set forth in the Code of Ordinances, appendix A, schedule of fees, under chapter 50, special events fee schedule~~ determined during the Special Events Committee Meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-229. Building department services.

- (a) The number of building department personnel and services required to service the special event shall be limited to inspection services required in the initial setup of the event and both a pre and post inspection of public property at the conclusion of the event for performance bond purposes.

(b) The formula for determining the number of building department personnel required shall be one inspector to perform a pre-inspection of the site and structures prior to the commencement of the event and one inspector to perform the site inspection at the conclusion of the event.

(c) Fee for building department inspections to be paid by applicant(s) of event, shall be as set forth in the ~~Code of Ordinances, appendix A, schedule of fees, under chapter 50 Sec. 50-281~~, special events fee schedule.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-230. Electrical contractor of record.

Prior to the start of the special event, unless otherwise authorized by the chief building official, the applicant(s) shall provide the city building department with a letter from a state certified electrical contractor accepting responsibility for the quality and code compliance of all electrical work performed on behalf of the applicant(s) with regard to the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-231. Portable toilets; number required; locations; servicing.

(a) Any event requiring temporary restroom facilities will be required to obtain any required permit(s) for these facilities from the Putnam County Health Department before the start of activities.

(b) The number and location of portable toilets located on-site and on public property within 600 feet of the property on which the special event is conducted, shall be determined in the planning meeting and shall be approved by the city.

(c) Any units located on public property shall be removed no later [than] 48 hours following the last day of the event.

(d) If structures on the event site have toilet facilities easily identified and readily available to the public, and there is no charge to the public to have access or to utilize them, ~~they may be used in the formula to determine the number of units needed.~~ If additional portable toilets are needed then it shall be determined during the Special Events Committee Needs Assessment meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-232. Garbage pickup; servicing; fees.

(a) The number and location of portable roll-out garbage containers, stationery garbage containers and dumpsters located on public property within 600 feet of the property on which the special event is conducted, shall be determined in the planning meeting and shall be approved by the city.

(b) Transportation of all portable containers to the dumpsters shall be the responsibility of the applicant. Emptying of all portable containers into the sanitary waste collection truck shall be the responsibility of the city sanitation department. Additional containers shall be determined in the planning meeting. Dumpster(s) may be serviced as needed by the sanitation department. It shall be the responsibility of the city parks department to

empty all permanent decorative garbage containers and any other stationary waste receptacles owned by and provided by the city. All garbage containers not owned by the city that are temporarily located on public property shall be removed no later than the first day following the last day of the event. Fees for the drop-off/pickup/steam cleaning of all city-owned rollout containers shall be the responsibility of the applicant(s), and will be determined based on the actual cost of that service.

(c) Applicant(s) shall be jointly responsible for maintaining the event site and public property from trash, garbage, litter and any other debris within 600 feet of the boundaries of the property line on which the special event takes place. This responsibility shall extend from the first calendar day of the special event consecutively through the first 24-hour period after the last day of the special event. The property shall be maintained in the same or better conditional state existing prior to the commencement of the special event. The applicant(s) is responsible for removing all remaining trash or debris gathered or relocated on the property as a result of the event. If it is necessary for the city to affect a cleanup of the area, the cost for the city to perform the work shall be deducted from the performance bond.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-233. Location of public parking; transportation services.

If required, the applicant(s) shall be responsible for submitting a plan that allows for adequate public parking and transportation services to the event site. Attention shall be given to traffic circulation and emergency access for police, fire, and medical personnel. The applicant(s) may be required to post approved signage at all designated parking. All signs will be removed within 24 hours of the event closing. Written permission from property owners approving off-site parking shall be provided. The applicant(s) shall designate handicapped-accessible parking pursuant to Florida Statutes. The applicant(s) shall designate and maintain adequate and easily accessible parking location for all security, fire protection and emergency medical service vehicles on site. Failure to provide for adequate parking and/or transportation services shall be grounds for event disapproval.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-234. Public street barricades/street closures/detours.

The city shall have the full authority to dictate the closure of any city street or roadway and/or the detour of all traffic flow on any city street or roadway in relation to the management of a permitted special event. The applicant(s) is responsible for submitting a plan at the planning meeting detailing the proposed street closure. Barricades and cones for approved locations provided by the city should be returned within 24 hours after the close of the special event. Applicant(s) shall be responsible for replacement of all missing or broken barricades and cones; the cost shall be deducted from the performance bond. It shall be the responsibility of the applicant(s) to provide setup and breakdown at the approved times as determined in the planning meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-235. Proposed traffic flow.

Traffic flow and direction for all aspects of the event, including public property and onsite event location, shall be determined by the city. The city shall determine those areas that may require temporary "no parking" and the applicant(s) will so designate with approved signage as necessary.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-236. Emergency vehicle access.

Access, traffic lanes and parking for emergency vehicles shall be determined and approved by the city. No Street shall be blocked in such a matter as to hinder the immediate passage of emergency vehicles.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-237. Pedestrian traffic access.

Pedestrian traffic access from parking areas to the event shall be designated on the site sketch and approved by the city. Pedestrian traffic access involving the crossing of a major thoroughfare may require additional traffic control measures to be implemented, as determined in the planning meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-238. Temporary structures; integrity, location.

It shall be the responsibility of the applicant(s) of the special event to ensure that all temporary structures erected for the special event are safe, structurally sound and adequate, based on the number of persons specified to use the structure. All temporary structures shall have a Class III type ladder or steps for each elevation level. The location of all temporary structures, erected for the purpose of the special event, shall be approved by the city and shall not be located so as to damage the environment. Canopy-style tents may be approved for use on the riverfront park. All temporary structures shall be properly anchored to guard against failure in event of adverse weather conditions. Applicant(s) shall submit a written certification from a state-licensed structural engineer that all temporary structures in which scaffolding and/or staging equipment is utilized in construction, is deemed safe and has the structural integrity necessary and appropriate for the use for which it is intended. No spectators, competitors and/or participants of the special event shall be permitted on the temporary structures at any time unless approved by the applicant(s) staff.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-239. Number and location of vendors/concession/applicant(s) stands/booths.

(a) All proposed vendor, concession and/or applicant(s) stands/booths or designated sites for same shall be noted on the site plan sketch and approved by the city. It is recognized that additional vendors and concessionaires may decide to participate after

the planning meeting. It shall be the responsibility of the applicant(s) to notify the city of all additional vendors and their proposed locations, prior to commencement of the special event.

(b) The city shall require no fee of vendors, concession facilities or booths, but shall require a list with a mapped location of vendors, concession facilities or booths.

(c) No vendor who is authorized to sell merchandise at the special event by the applicant will be required to obtain an ~~occupational license~~ business tax receipt from the city as a condition of selling merchandise, goods, or services during the special event. No holder of an ~~occupational license~~ business tax receipt issued by the city shall be exempt for this reason alone, from any fee requirement imposed by the applicant as a condition of selling goods or merchandise at the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-240. Major suppliers.

All major suppliers of goods and services to the applicant such as, but not limited to, beverages for sale, t-shirts, entertainment and equipment leasing shall be noted on the application.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-241. Number and location of static and mobile displays.

The number and location of all static and mobile displays shall be approved by the city. Displays shall meet all health and safety regulations.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-242. Location of staff management headquarters/telephone numbers/sound system location/uniform identification.

Applicant(s) shall provide the city with the location of the special event management team headquarters and telephone number(s) at which the management team can be reached during the event. Name(s) of on-site contact person(s) and telephone number(s) of same shall be listed on the site plan sketch. Applicant(s) staff personnel shall wear identification to indicate event affiliation during the hours of the event. Location of public address sound system shall be designated, if applicable.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-243. Number and location of special needs.

The number and location of activities creating special needs during the special event shall be discussed and determined during the planning meeting. Specific proposed locations shall be designated on the site plan sketch. These shall include such activities as launching

areas for watercraft, pet and animal attractions, active equipment operations, car shows and any other activities unique to the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-244. Temporary signs/banners.

Temporary advertisement banners may be erected no more than ~~45~~ 30 days prior to the special event ~~on the property of the applicant(s) and~~ on temporary structures erected for the event for the duration of the special event only. Cold air advertising structures may be permitted. Event parking signs may be placed at approved parking areas during the duration of the event. The applicant(s) is responsible for obtaining permission from the property owner for sign placement, and for removing all temporary signs/banners ~~should be removed~~ within 48 hours after the close of the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-245. Promotional visual effects.

All special lighting and/or visual effects such as high powered lighting units or fireworks attractions must be approved by the city. The location of visual effects shall be approved by the city.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-246. Fireworks displays.

Any applicant desiring a fireworks display will be required to obtain a fireworks permit from the Palatka Fire Marshall prior to the beginning of the event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-247. Tents.

It shall be unlawful for any person to erect a temporary structure for use by the general public as a tent without having made application for and receiving a permit to do so in accordance with the conditions and limitations as established by city building, zoning and land use laws, ordinances and regulations.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-248. Carnivals/amusements/rides.

(a) It shall be unlawful for any person to erect, cause to be erected, operate or maintain a carnival in conjunction with any special event within the city without having made application for and receiving a carnival permit and occupational license to do so in accordance with the conditions and limitations set forth in this article.

(b) Carnivals held in conjunction with festivals or other special events shall constitute activity in the course and scope of the event, and the operating days will be treated the same as any day of operation. If the carnival is held within the boundaries of the special event, and not at a separate location, a carnival occupational license shall not be required.

(c) Other than as stipulated herein, all provisions of the ordinances of the city, plus all applicable fees and occupational licensure, shall apply to carnival operations.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-249. Miscellaneous requirements.

The following requirements shall be discussed and approved in the planning meeting in regard to specific activities and/or operations related to the special event:

(1) Protection of property. Prior to any special event in which state protected property may be impacted, applicant(s) shall obtain written permit approval from the Florida Department of Environmental Protection and/or any other regulatory agency that may have jurisdiction over such matters. The permit shall be submitted in accordance with requirements set forth herein.

(2) Notification of neighboring properties. Prior to the meeting at which an application for a special event is considered by the city commission, applicant(s) may be required to provide written notification to all property owners located within 1,500 feet of the property on which the special event will occur. This notification shall include the date, type and location of the event, estimated number of spectators for each day of event, proposed applicant(s) security measures and any other activities of the event that may impact the property owners of neighboring properties. The city may require applicant(s) to conduct a meeting with interested property owners to discuss management of the event. If a meeting is scheduled, it shall be conducted by the applicant(s) and held in a location designated by the city. Only Class A events are required to give notification to neighboring properties of the special event that will occur. The Special Event Coordinator will need a copy of the letter and documentation that the letter was sent out to the neighboring properties.

(3) Watercraft. If the special event requires the use of watercraft for competition, servicing, maintenance, safety or any other reason, they shall be allowed in approved areas only to be established in the planning meeting. Temporary buoys and markers may be placed with approval from the United States Coast Guard.

(4) If the special event involves watercraft competition, waterborne rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice. Appropriate locations for work areas for watercraft shall be designated and approved by the city prior to approval of the special event permit.

(5) No vehicles, trailers or mobile equipment shall be permitted on the riverfront outside of the approved designated areas. Loading and unloading of watercraft from trailers, shall be permitted only in designated locations, determined in the planning meeting. No fueling, refueling or storage of fuels shall be permitted on the riverfront park, unless approved by the fire department and any other government entity that has jurisdiction over such matters.

(6) All aircraft and aerial operations, to include fixed and rotary wing, lighter-than-air, ultra light, seaplane, and parachute demonstrations, that will be utilized in any aspect of a special event, shall be approved by the city. The area(s) of operation shall be appropriately marked and designated by the operator as an "Aircraft Landing/Operations zone," in addition to the locations of any landing activities and/or display site(s). In addition, the time of landings(s), takeoff(s) and other aircraft/aerial operations related to the special event shall be approved by the city. All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. All refueling operations shall be performed according to FAA requirements.

(7) All operators of any type of aircraft being used for amusement purposes shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the city, in an amount of not less than \$1,000,000.00 per person for bodily injury or death \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".

(8) Accessibility for the handicapped. All applicable laws and requirements for accessibility and accommodations for the handicapped shall be met by the applicant regarding structures, site locations and event activities. All existing curb cuts shall remain unblocked, unimpeded and open for use by the public.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-250. Permit nontransferable.

A permit issued under this chapter shall be nontransferable from one organization, associational group or individual to another. This prohibition shall not be construed to prevent a permittee from changing the name set forth in the original application; however, an amendment to the original application for the license shall be filed with the city.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-251. Use of riverfront.

Use of public property and facilities adjacent to the St. Johns River by for-profit organizations, corporations, or entities, or by individuals engaged in a venture designed to generate profit, shall be restricted to activities which are dependent upon or related to water resources, such as boat races, sailing regattas, boat shows, fishing tournaments, rowing events, swimming events, water skiing events, etc.

(Ord. No. 03-23, Art. III, 10-23-2003)

Secs. 50-252--50-280. Reserved.

DIVISION 4. SPECIAL EVENT SCHEDULE OF FEES

Sec. 50-281. Fee schedule.

The following fee schedule is hereby established for all special events unless otherwise waived by the city commission or its representative.

Attendance is based upon historical data. In a case where no historical data is available, the minimum fee shall be based on the lowest per-day fee. Attendance formula means the total attendance divided by the number of days of operation.

Class "A" permit fee, per day:

TABLE INSET:

Attendance Rate:	Permit Fee
Up to 10,000 per day:	\$100.00 <u>\$200.00</u>
10,000--40,000 per day:	\$150.00 <u>\$275.00</u>
40,000--80,000 per day:	\$200.00 <u>\$350.00</u>
"Class B" permit fee, per day	-\$75.00 <u>\$150.00</u>
"Class C"	-\$25.00 <u>\$75.00</u>

Daily fees for special events with an estimated attendance of more than 80,000 for any one day shall be set by the city commission.

TABLE INSET:

"Class B" permit fee, per day	\$75.00 <u>\$150.00</u>
"Class C"	\$25.00 <u>\$75.00</u>

~~Police security~~ Personnel fees:

The following fees are for police personnel, fire personnel, and building inspector assigned to special duty to provide security services for all special events:

TABLE INSET:

<u>Police personnel:</u>	<u>\$23.00 per hour (2 hr. minimum)</u>
Labors: Parks, Streets	
Sanitation Driver:	
<u>Fire personnel:</u>	<u>\$18.00 per hour (2 hr. minimum)</u>
<u>Building Inspector:</u>	<u>\$50.00 per inspection for all events</u>

TABLE INSET:

Class A events:	<ul style="list-style-type: none"> • Up to 10,000 per day: \$100.00 \$150.00 refer to above table • 10,000 40,000 per day: \$150.00 \$225.00 • 40,000 80,000 per day: \$200.00 \$300.00
Class B events:	There shall be no fee charged for public works and parks personnel assigned to special duty during normal working hours. For all public works and parks personnel assigned to special duty to provide services for events held during other than normal working hours, the fee shall be \$7.00 per hour per employee (2 hour minimum)

~~Fire protection personnel:~~

~~TABLE INSET:~~

Class A events:	Included in daily permit fee
Class B events: Fire personnel	\$18.00 per hour for fire guard personnel (2 hour minimum)

~~Building department inspectors:~~

~~TABLE INSET:~~

Class A events:	Included in daily permit fee
Class B events: Building department inspectors	\$25.00 \$50.00 per inspection for all events

~~Equipment and Vehicle fees:~~

~~The following fees are for city equipment and city vehicles and assigned to special duty to provide appropriate services for all special events:~~

~~TABLE INSET:~~

Police cars	\$1.00 per hour per vehicle
Fire trucks	\$1.00 per hour per vehicle
Public works vehicles	\$1.00 per hour per vehicle

(Ord. No. 03-23, Art. IV, 10-23-2003)

Attendance is based upon historical data. In a case where no historical data is available, the minimum fee shall be based on the lowest per-day fee. Attendance formula means the total attendance divided by the number of days of operation.

Class "A" permit fee, per day:

TABLE INSET:

Attendance Rate:	Permit Fee
"Class A" permit fee with attendance Up to 10,000 per day:	\$150.00
"Class A" permit fee with attendance 10,000--40,000 per day:	\$225.00
"Class A" permit fee with attendance 40,000--80,000 per day:	\$300.00
"Class B" permit fee, per day	\$100.00
"Class C"	\$ 50.00

Daily fees for special events with an estimated attendance of more than 80,000 for any one day shall be set by the city commission.

Personnel fees:

The following fees are for police personnel, fire personnel, and building inspector assigned to special duty to provide security services for all special events:

TABLE INSET:

Police personnel:	\$23.00 per hour (2 hr. minimum)
Fire personnel:	\$18.00 per hour (2 hr. minimum)
Building Inspector:	\$50.00 per inspection for all events

(Ord. No. 03-23, Art. IV, 10-23-2003)

*Agenda
Item*

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