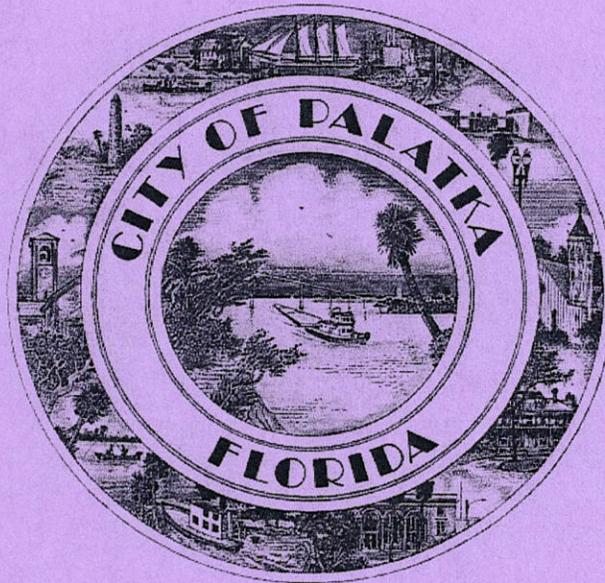


CITY OF PALATKA
CITY COMMISSION



AGENDA

October 10, 2013

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA

October 10, 2013

CALL TO ORDER:

- a. **Invocation** – The Reverend Don Hanna, Pastor; St. James United Methodist Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 9/12/13 Executive Session and 9/26/13 Regular Meeting

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION – Red Ribbon Week** – October 23 – 31, 2013 – Putnam Anti-Drug Coalition
- b. **EMPLOYEE RECOGNITION** – Promotion of Brad Forsythe to Sergeant – Palatka PD
- c. **PARKS DEPT. RECOGNITION** – 5TH Annual Veteran's Appreciation Bass Tournament

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

3. CONSENT AGENDA:

- * a. **Adopt Resolution No. 2013-10-1** authorizing the execution of Passero Associates' W.O. #13-37 in an amount not to exceed \$19,900 for Professional Services for South Apron and Fencing, Taxiway F, North Apron and Runway 27 Approach
- * b. **Adopt resolution No. 2013-10-2** authorizing the execution of Passero Associates' S. A. #13-39 in an amount not to exceed \$70,250 for Transient Apron (North) and Taxiway D Relocation
- * c. **Adopt Resolution No. 2013-10-3** authorizing the execution of Passero Associates W.O. #13- 37U for Phase 3 - sand and fill dirt borrow from Airport dry pond area
- * d. **Adopt Resolution No. 2013-10-4** authorizing the execution of an agreement with Ayres & Associates Scope of Work in the amount of \$12,000 for the design, permitting and construction administration related to the repair of the reuse mainline at St. Johns Avenue and State Road 19
- * e. **Adopt Resolution No. 2013-10-5** authorizing the execution of Rudd Jones & Associates, P.E. Supplemental Agreement in the amount of \$46,100 for Bidding and Construction Administration of Riverfront Park Boat Launch Expansion and Bulkhead
- * f. **Adopt Resolution No. 2013-10-6** supporting the amendment to the Public School Facilities Coordinated Land Use and Public School Facility Planning Interlocal Agreement

AGENDA - CITY OF PALATKA

October 10, 2013

Page 2

- * **g. Adopt Resolution 2013-10-7** accepting a Purchase and Sale Agreement and Deposit Receipt for vacant property on S. 11th Street owned by the City of Palatka and authorize the City Manager and City Clerk to execute it on behalf of the City
- * **h. Introduce Form 8B, Memorandum of Voting Conflict** into the record, filed by Commissioner Mary Lawson Brown on a vote taken on July 11, 2013, - Consent Agenda Item 3(d)
- * **i. Introduce Form 8B, Memorandum of Voting Conflict** into the record filed by Commissioner James Norwood, Jr. on vote taken August 28, 2013 - Agenda Item 3(a)
- * **i. Set Halloween Trick or Treat Date and Time** for Thursday, October 31, 2013 from 6:00 p.m. to 8:00 p.m.
- ***4. COMMUNITY REDEVELOPMENT AGENCY** - 10/10/13 Meeting Items for approval; **Resolution No. 2013-10-8 adopting** revisions to the Building Improvement Grant (BIG) Program – Adopt

PUBLIC HEARINGS:

- * **5. ORDINANCE** amending Fire Pension Plan Benefit Amount - Chapter 175 Extra Multiplier - 1st Reading
- * **6. ORDINANCE** amending Palatka Police Officers' Pension Benefit Amount - Chapter 185 Extra Benefit Multiplier- 1st Reading
- * **7. ORDINANCE** amending the General Employees' Pension Plan to raise the retirement age to 55, amending membership requirements to increase the amount of hours worked annually, and deleting the automatic 75% post retirement survivor benefit - 2nd Reading, Adopt
- * **8. PRESENTATION & DISCUSSION** on needed changes to Tree Protection and Landscaping standards (Article VI of Zoning Code) and to Buffering standards (Article VII, Zoning Code) - Thad Crowe
- 9. CITY MANAGER AND ADMINISTRATIVE REPORTS**
 - *a. Presentation Showing Proposed Layout for Blue Crab Festival - Charles Rudd
- 10. COMMISSIONER COMMENTS**
- 11. ADJOURN**

*Attachment **Separate Cover

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

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

Upcoming Events:

Oct. 25 – City Employees' Safety Luncheon; 12:00 noon
Oct. 31 – Halloween Trick or Treat – 6 pm to 8 pm
Nov. 11 – City offices closed to observe Veterans Day
Nov. 21 & 22 – FLC Legislative Conference, Orlando FL
Nov. 28 & 29 – City offices closed to observe Thanksgiving

Board Openings:

Fire Pension Board – 1 vacancy (Commission appointee)
Code Enforcement Board – 1 vacancy (alternate)
County Library Board – 1 vacancy (city appointee at large)

CITY OF PALATKA



Proclamation

WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment - local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration Agent, who was murdered in the line of duty and has come to represent the belief that one person **CAN** make a difference. The Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and;

WHEREAS, October 23 - 31, 2013, has been designated National Red Ribbon Week, calling on all Americans to show their support for a drug-free state by wearing a red ribbon and participating in drug-free activities during that week:

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, hereby proclaim October 23 - 31, 2013, as

RED RIBBON WEEK

in this City of Palatka and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display red ribbons and participate in drug-free activities throughout that week, joining the rest of the state in promoting the Red Ribbon Celebration and a drug-free America.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 10th day of October, in the Year of Our Lord Two Thousand Thirteen.

Commissioners:
Mary Lawson Brown
Allegra Kitchens
Phil Leary
James Norwood, Jr.

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR



CITY COMMISSION AGENDA ITEM

SUBJECT:

EMPLOYEE RECOGNITION - Promotion of Brad Forsythe to Sergeant - Palatka PD

SUMMARY:

Sgt. Brad Forsythe has been with the Palatka Police Department since March 2005. He was first assigned to patrol and after approximately two years, was then transferred to the Detective Division. He has served as a member of the Tri-County Task Force for approximately seven years. He is an outstanding officer with a very distinguished record. He was named "Detective of the Year" in 2010 and in 2012. He was nominated for the Crime Stoppers "Law Enforcement Officer of the Year" in 2012 and in 2013 he was the recipient of this honor. Brad holds an Associate's Degree and is married and the father of two boys.

In November 2011, after an open promotional process, the department established an eligibility list for the positions of Corporal and Sergeant. This list is valid for two years from issue date. The process utilized by the Department in developing the promotional eligibility list consists of the following components:

- * Job related written test
- * Job related project/case study
- * Oral interview by a three person panel from outside the department
- * Achievement /education review

Upon completion of the process, each candidate is placed on an eligibility list in a ranking order of highest score descending to lowest score. When a vacancy exists, the top three candidates on the list will be interviewed by the Chief of Police. The questions focus on the candidate's qualifications, readiness, education level, and enthusiasm. The Chief will then make his recommendation for promotion to the City Manager. Once the City Manager has approved the promotion, the candidate is then notified of the selection and given an effective date.

Detective Forsythe's promotion to Sergeant is effective immediately.

RECOMMENDED ACTION:



CITY COMMISSION AGENDA ITEM

SUBJECT:

PARKS DEPT. RECOGNITION - 5th Annual Veteran's Appreciation Bass Tournament

SUMMARY:

This is a plaque being presented by Mayor Myers to the City of Palatka Parks & Special Events Departments on behalf of the Bass Capital Bassmasters in appreciation for the success of the 5th Annual Veterans Appreciation Bass tournament.

RECOMMENDED ACTION:

No action

Agenda Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2013-10-1 authorizing the execution of Passero Associates' W.O. #13-37 in an amount not to exceed \$19,900 for Professional Services for South Apron and Fencing, Taxiway F, North Apron and Runway 27 Approach

SUMMARY:

See attached the proposed work order with Passero & Associates to provide boundary and topographic surveying of Area 1 (south apron, fencing and Taxiway F), Area 2 (North Apron) and Area 3 (Runway 27 Approach). The Area 1 and 2 surveying work is related to proposed future expansion. Proper surveys of the area are needed to be prepared for potential development opportunities as they arise. The Area 3 surveying is needed to confirm the boundaries of the airport property so that it can be managed to conform to all FAA approach requirements. In addition, the surveying for all areas is needed to confirm property boundaries for securing the airport (i.e. fencing). This work is eighty percent (80%) funded through FDOT grant FDOT JPA 42517119413 and twenty percent (20%) by the City of Palatka.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest Passero & Associates ' Work Order 13-37 for Professional Services for South Apron and Fencing, Taxiway F, North Apron and RW 27 Approach

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Work Order 13-37	Backup Material

RESOLUTION No. 2013- 10-1

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST PASSERO ASSOCIATES' WORK
ORDER 13-37 IN AN AMOUNT NOT TO EXCEED \$19,900.00 FOR
PROFESSIONAL SURVEYING SERVICES FOR SOUTH APRON
AND FENCING, TAXIWAY F, NORTH APRON, AND RW 27
APPROACH**

WHEREAS, the City entered into a Master Consulting Services Agreement with Passero Associates, dated February 26, 2004; and

WHEREAS, on 9/13/12 the Palatka City Commission (the City) adopted Resolution No. 9-29 accepting a grant award from the FDOT in the amount of \$266,829.00, identified as FIN 425171-1-94-13 to fund 80% for the design and construction of the south airport drainage, utilities, permitting, surveying, project management and administration; and

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed Supplemental Agreement 13-37 in an amount not to exceed \$19,900.00 for Professional Surveying Services for South Apron and Fencing, Taxiway F, North Apron, and RW 27 approach, (the **Project**); and

WHEREAS, the City deems it reasonable and necessary to enter into a Supplemental Agreement with Passero & Associates, for construction administration services for said **Project**.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates Supplemental Agreement 13-37 in an amount not to exceed \$19,900.00 for Professional Surveying services for South Apron and Fencing, Taxiway F, North Apron, and RW 27 approach.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

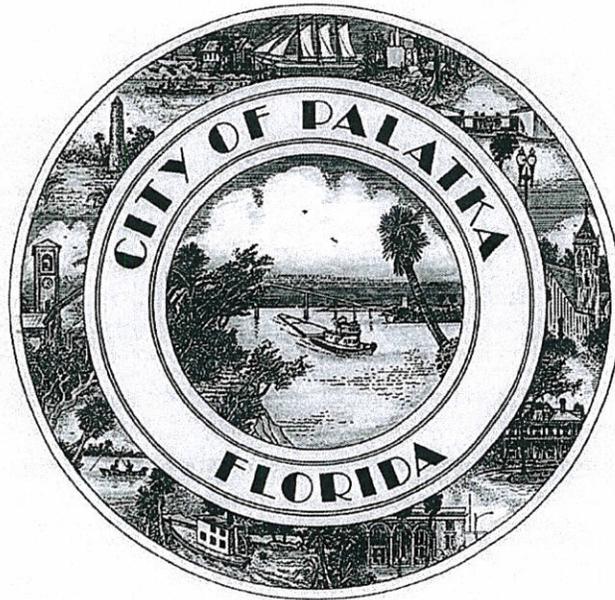
CITY ATTORNEY

City of Palatka – Palatka Municipal Airport

Topographic/Boundary Survey

Professional Surveying Services for South Apron and Fencing, Taxiway F, North Apron, and RW 27 Approach

(Work Order 13-37)



Professional Surveying Services for South Apron and Fencing, Taxiway F, North Apron, and RW 27 Approach

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

Project Location: Palatka Municipal Airport

Project Description: Boundary and Topographic surveying of Area 1 (South Apron, Fencing, and Taxiway F), Area 2 (North Apron), and Area 3 (Runway 27 Approach). See attached project sketch.

Scope of Basic Services: Certified boundary and topographic survey and stake set of area.

Scope of Special Services: None

Client Manager / Project Coordinator: Michael J. Cyzmbor

PA Program Manager: Andrew Holesko, Program Manager

PA Project Manager: Michael Cornell, Project Manager

Basic Services Compensation and Method of Payment: Not-to-Exceed: \$ 19,900.00

Special Services Compensation and Method of Payment: Not-to-Exceed: \$ 0,000.00

Total Project Cost: Not-to-Exceed: \$ 19,900.00

Schedule: As presented and assigned, by the City.

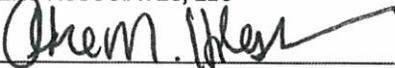
Meetings: As requested and assigned, by the City.

Deliverables:

1. Certified boundary survey.
2. Certified topographic survey.
2. Defined boundaries to be staked set (as needed).

"CONSULTANT"

PASSERO ASSOCIATES, LLC

BY: 

Andrew Holesko
Typed Name

Title: Program Manager

ATTEST:

BY: 

DAVID F. HARRIS III
Name, Title Senior Const. Insp.

"CLIENT "

CITY OF PALATKA

BY: _____

Michael J. Cyzmbor
Typed Name

Title: City Manager

ATTEST:

BY: _____

Name, Title

Professional Surveying Services for South Apron and Fencing, Taxiway F, North Apron, and RW 27 Approach
Palatka Municipal Airport, Palatka, Florida

I. PROJECT DESCRIPTION

The project will involve the professional surveying services for the following at Palatka Municipal Airport:

1. **Area 1 (South Apron, Fencing, and Taxiway F)** is the open grassed area bordered by taxiways and the aircraft parking apron. This area includes a dry stormwater retention pond and several drainage structures. A topographic survey of the area using a 50' grid is required. The edge of pavement and one additional survey shot is required on pavement to identify cross slopes of adjacent pavements. (See attached sketch)
2. **Area 2 (North Apron)** is a partially wooded area bordered by roadways and taxiways on three sides and the Airport boundary on the southern side. A topographic survey using a 100' grid is required. The edge of pavement and one additional survey shot is required on pavement to identify cross slopes of adjacent pavements. A boundary survey of the area is needed to identify the Airport property boundary and Kay Larkin Drive Right of Way.
3. **Area 3 (Runway 27 Approach)** is an open grassed field bordered by wooded property east of Moody Road and Runway 9-27. A boundary survey of approximately 14.4 acres and additional stake sets for lines of delineation

II. BASIC SERVICES

Passero Associates will provide the following services to assist the City of Palatka with the boundary and topographic survey of the depicted areas for Taxiway F, the South Apron, and RW 9-27 approach:

A. SURVEY PHASE

1. Certified Boundary survey of the lands described in the project description.
2. Certified Topographic survey of the lands described in the project description.
3. Additional stake sets for visible delineation of surveyed boundary lines (as needed).

B. BID PHASE

Not included in this work order.

C. GRANTS ADMINISTRATION PHASE

Not included in this work order.

D. STORMWATER PERMITTING PHASE

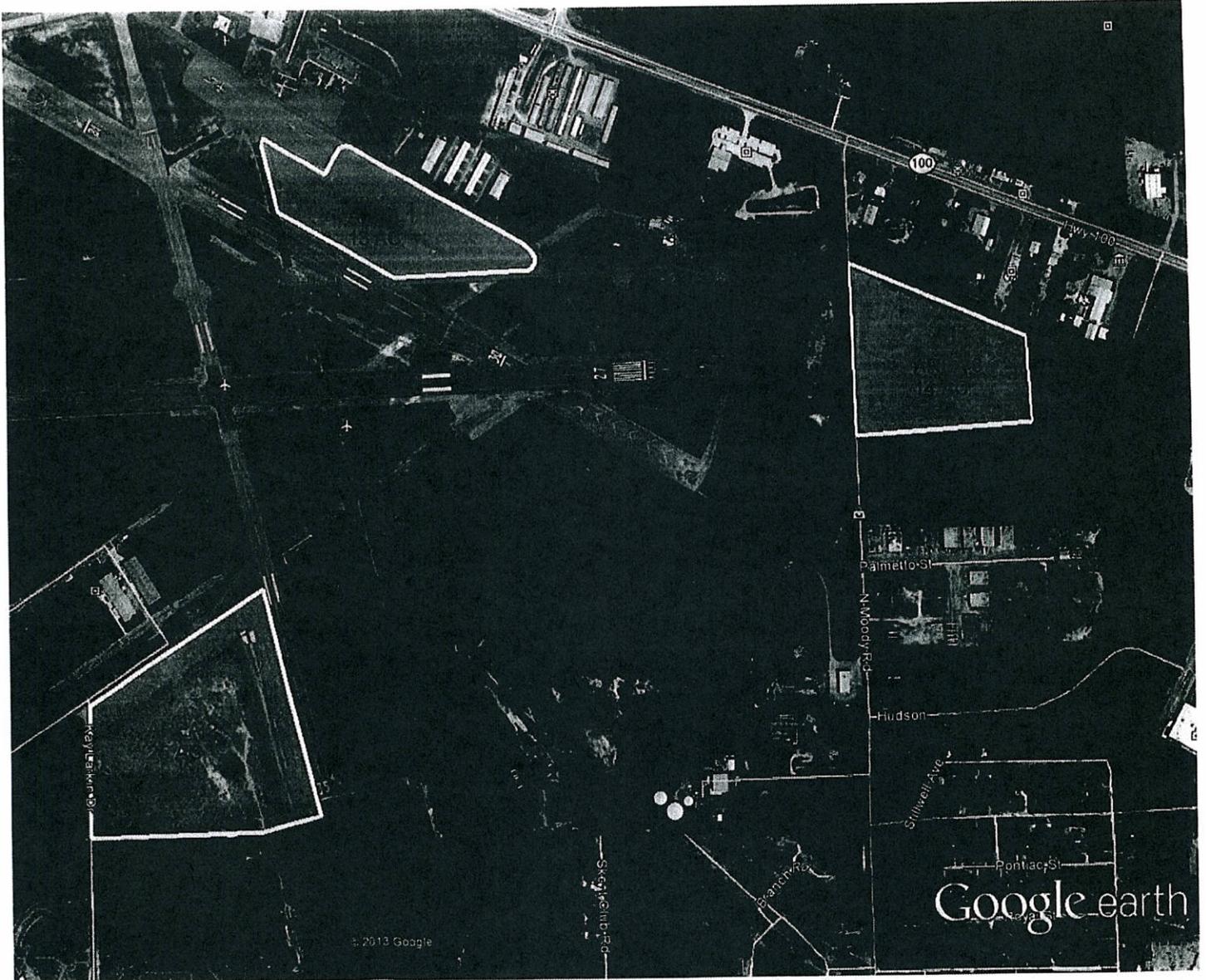
Not included in this work order..

III. SPECIAL SERVICES

Not included in this agreement.

Other special services (such as environmental studies or other special studies, etc.) are services that often cannot be defined at the beginning of the project (prior to design and construction). But, they may still be required prior to completion of the project. If needed, additional special services shall be performed only as approved by the CITY (in-writing).

--- End of Scope of Services ---



Agenda Item

3b



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2013-10-2 authorizing the execution of Passero Associates' S. A. #13-39 in an amount not to exceed \$70,250 for Transient Apron (North) and Taxiway D Relocation

SUMMARY:

See attached a proposed Supplemental Agreement with Passero & Associates for engineering design to expand the north terminal apron and relocate Taxiway D. Relocation of Taxiway D will facilitate a more efficient movement of taxiing aircraft. Pilots will no longer have to make a 150' back taxi to use the entire length of runway 17. The current taxiway intersects the runway in a non-favorable acute angle that is problematic for pilots trying to verify no aircraft are landing before they enter the runway. The new taxiway will intersect with the runway at a 90 degree angle. The expansion of the north apron will provide additional parking for aircraft and facilitate future hangers envisioned for the area east of the terminal building. This work is ninety percent (90%) funded through FAA grant 3-12-0061-023-2013, and five percent (5%) funding provided by FDOT, and the remaining five percent (5%) by the City of Palatka.

RECOMMENDED ACTION:

Adopt the resolution authorizing the City Manager and City Clerk to execute and attest Passero & Associates' Supplemental Agreement 13-39 for Transient Apron (North) and Taxiway D Relocation

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Supplemental Agreement 13-39	Cover Memo
<input type="checkbox"/> Resolution	Resolution Letter

RESOLUTION No. 2013- 10-2

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST PASSERO AND ASSOCIATES'
SUPPLEMENTAL AGREEMENT 13-39 IN AN AMOUNT NOT TO
EXCEED \$70,250.00 FOR RESIDENT ENGINEERING,
INSPECTION, AND OTHER SERVICES INCIDENTAL TO
TAXIWAY C PAVEMENT & DRAINAGE REHABILITATION
PROJECT**

WHEREAS, on 2/14/13 the Palatka City Commission (the **City**) adopted Resolution No. 2013-9-76 requesting a grant award from the FAA in the amount of \$153,000.00, identified as AIP 3-12-0061-023-2013 to fund Expansion of North Terminal Apron and Relocate Taxiway D, (the **Project**), and

WHEREAS, on 9/18/2013 the City accepted a grant award from the FAA in the amount of \$64,800.00 for the expansion of the North Terminal Apron and Relocation of Taxiway D, funding 92% of the project, and

WHEREAS, on 9/13/12 the **City** also adopted Resolution No. 9 – 28 entering into a Joint Participation Agreement with FDOT, identified as FP 42517129413, to fund an additional 5% of the **Project**, or \$62,962.00, and pledging to fund the remaining 5% of the **Project** or \$62,962.00; and

WHEREAS, on 2/10/2011 the Palatka City Commission (the **City**) entered into a contract with Passero & Associates, for master consulting services for the Palatka Municipal Airport (Kay Larkin Field); and

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed Supplemental Agreement 13-39 in an amount not to exceed \$70,500.00 for construction Engineering Design, Permitting, Topographic Survey and Geotechnical Investigation services. For the **Project**; and

WHEREAS, the **City** deems it reasonable and necessary to enter into a Supplemental Agreement with Passero & Associates, for construction engineering design and associated services for said **Project**.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 13-39 in an amount not to exceed \$70,500.00 for engineering design, permitting, topographic survey and geotechnical investigation for the Transient Apron (North) and Taxiway D Relocation project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

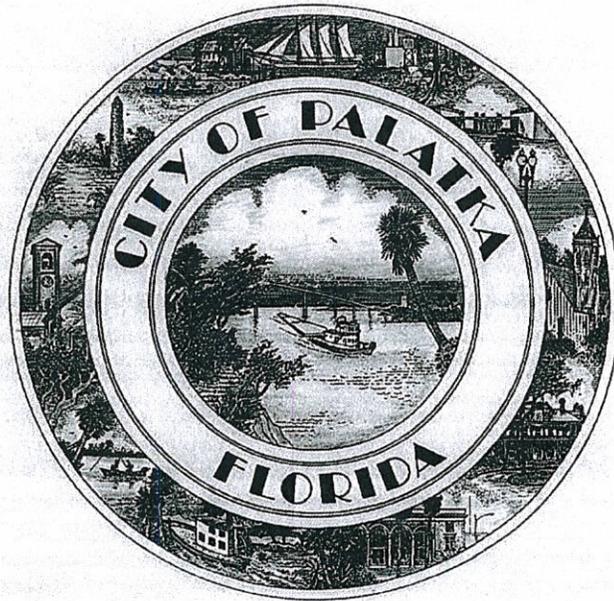
CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

City of Palatka – Palatka Municipal Airport
Engineering Design, Permitting, Topographic
Survey and Geotechnical Investigation
Transient Apron (North) and Taxiway D
Relocation

(Supplemental Agreement 13-39)



Transient Apron (North) and Taxiway D Relocation
Engineering Design, Permitting, Topographic Survey and Geotechnical Investigation

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Engineering design for Transient Apron-North (approximately 190' x 400') and Taxiway D Relocation (370' x 35').

Scope of Basic Services: Site investigation, preliminary and final design, project phasing plans, bid plans and technical specifications.

Scope of Special Services: Topographic survey and geotechnical investigation.

Client Manager: Mr. Michael Czymbor, City Manager.

Client Project Coordinator: John Youell, Airport Manager.

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

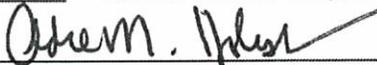
Basic Services Compensation and Method of Payment:	Not-to-Exceed	\$ 57,750.00
Special Services Compensation and Method of Payment:	Topographic Survey	\$ 7,500.00
	Geotechnical	\$ 5,000.00
Total Project Cost:	Not-to-Exceed	\$ 70,250.00
	FAA Funding (90%):	AIP: 3-12-0061-023-2103
	FDOT Funding (5%):	JPA: 425171-1-94-13 (or a future JPA)

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

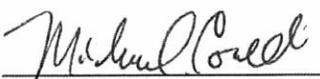
Meetings: As needed and directed by the City.

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

CONSULTANT - PASSERO ASSOCIATES, LLC

BY: 

Andrew M. Holesko (Program Manager)
Typed Name (Title)

ATTEST BY: 

MICHAEL CORNELL (PROJECT MANAGER)

CLIENT or SPONSOR - CITY OF PALATKA

BY: _____

Michael Czymbor (City Manager)
Typed Name (Title)

BY: _____

Vernon Myers, (Mayor)
Typed Name, (Title)

ATTEST BY: _____

ATTACHMENT A-1

Scope of Work

Transient Apron (North) and Taxiway D Relocation Engineering Design, Permitting, Topographic Survey and Geotechnical Investigation

Palatka, Florida

I. PROJECT DESCRIPTION

The project will involve the design and permitting of new/expanded transient apron-North (approximately 400-feet long by 190-feet wide) and Taxiway D relocation (370' x 35'). See attached drawing/sketch.

II. BASIC SERVICES

Passero Associates will provide the following services to assist the City of Palatka (Sponsor) with the layout and design of the Transient Apron (North) and Taxiway D re-alignment project at Palatka Municipal Airport.

A. PRELIMINARY DESIGN PHASE

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the SPONSOR, Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the SPONSOR. CONSULTANT will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the CONSULTANT design team.
6. Review and consider several appropriate pavement rehabilitation methods for the project.
7. Prepare preliminary grading and drainage design.
8. Prepare preliminary construction plans, supplemental documents and construction phasing plans, soil boring logs and typical cross sections.
9. Prepare preliminary quantity takeoffs for the bid schedule.
10. Prepare preliminary probable construction costs.
11. The design team and the SPONSOR will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

B. FINAL DESIGN PHASE

1. Finalize the grading and drainage design.
2. Prepare final construction plans, supplemental documents such, construction phasing plans, soil boring logs and typical cross sections.

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

C. GRANTS ADMINISTRATION PHASE

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

D. PERMITTING PHASE (with SJRWMD)

1. Review St. Johns River Water Management District Handbook: "Regulation of Stormwater Management Systems" for applicability to project. Note: It is expected that this project will require a "Standard General Environmental Resource Stormwater Permit."
2. Meet with SJRWMD staff (as needed) to review project requirements.
3. Note: A SJRWMD permit is expected to be required for this project.

III. SPECIAL SERVICES

E. BID PHASE (Not included in this assignment.)

F. Topographic Survey, Geotechnical Investigation, Other

A topographic survey and geotechnical investigation will be provided for this project.

Other special services (such as environmental studies or other special studies, etc.) are services that often cannot be defined at the beginning of the project, but still may be required before the project is complete. If needed, other special services shall be performed as approved by the City in writing.

IV. OTHER CONSIDERATIONS

1. This project does not include any form of special services, (other than as specified above). For example, the project does not include the following:
 - Any Additional Permitting
 - Preparation of additional related Design, Construction Plans, and Specifications

- Other special services (such as environmental studies, permitting, traffic study or other special studies, etc.) that may be desired or requested.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport / City archives. Passero is not responsible for data that is not provided for in the course of this Agreement.

END OF SCOPE OF SERVICES.

FY 2013 CONSTRUCTION PROJECTS

① REALIGN/CONSTRUCT

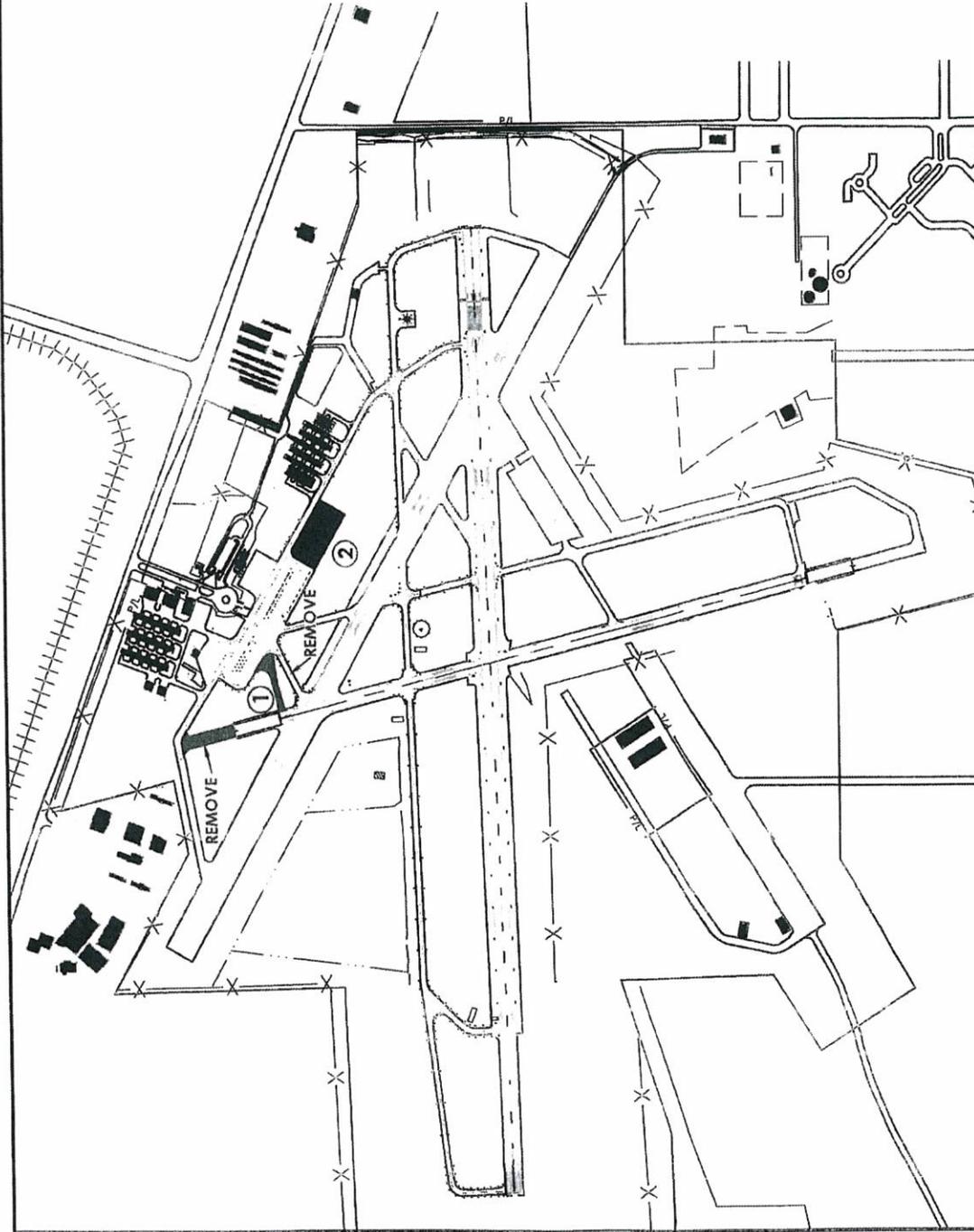
TAXIWAY D (NOW TW C3)

- 370 LF X 35' WIDE (TW)
- REMOVE ABANDONED PAVEMENT

②

TRANSIENT AIRCRAFT APRON

- 190 LF X 400 LF (76,000 SF)



Passero Associates

13453 N. Main St., Suite 104
Jacksonville, FL 32218
904-757-6106 Fax 904-757-6107

Engineering
Architecture

Surveying
Planning

Project Sketch

August, 2013



FY 2013

Palatka Municipal
Airport

Agenda Item

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2013-10-3 authorizing the execution of Passero Associates W.O. #13-37U for Phase 3 - sand and fill dirt borrow from Airport dry pond area

SUMMARY:

See attached a proposed supplemental agreement with Passero & Associates to provide support and coordination for the identification, location, removal and disposal (sale) of the excess sand and fill dirt material. Based upon soil boring and topographic information Passero & Associates has estimated that the profit to the City could range from \$250,000 to \$350,000. Please keep in mind these are estimates and do not take into account changes in market demand or the actual amount of suitable material available. With that said, this effort is one of the many needed non-traditional attempts to generate revenue at the airport. Passero & Associates will report the amount of material sold and dollar value to the City. Payment will be made to the City during and after excavation process.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Passero Associates Work Order 13-37U for Phase 3 - sand and fill dirt borrow from airport dry pond area

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Work Order 13-37U	Backup Material
<input type="checkbox"/> Resolution	Resolution Letter

RESOLUTION No. 2013-10-3

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO
EXECUTE AND ATTEST PASSERO AND ASSOCIATES'
SUPPLEMENTAL AGREEMENTS 13-37U FOR THE IDENTIFICATION,
EXCAVATION AND DISPOSAL (SALE) OF EXCESS MATERIALS AT
THE PALATKA MUNICIPAL AIRPORT**

WHEREAS, on 2/10/2011 the Palatka City Commission (the **City**) entered into a contract with Passero & Associates, for master consulting services for the Palatka Municipal Airport (Kay Larkin Field); and

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed Supplemental Agreement 13-37U for the identification, excavation and disposal (sale) of excess materials (sand and fill dirt – Phase III) at the Palatka Municipal Airport, (the **Project**); and

WHEREAS, the **City** deems it reasonable and necessary to enter into a Supplemental Agreement with Passero & Associates, for the disposal of surplus sand and fill dirt for said **Project**.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 13-37U for the identification, excavation and disposal (sale) of excess sand and fill dirt at the Palatka Municipal Airport.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

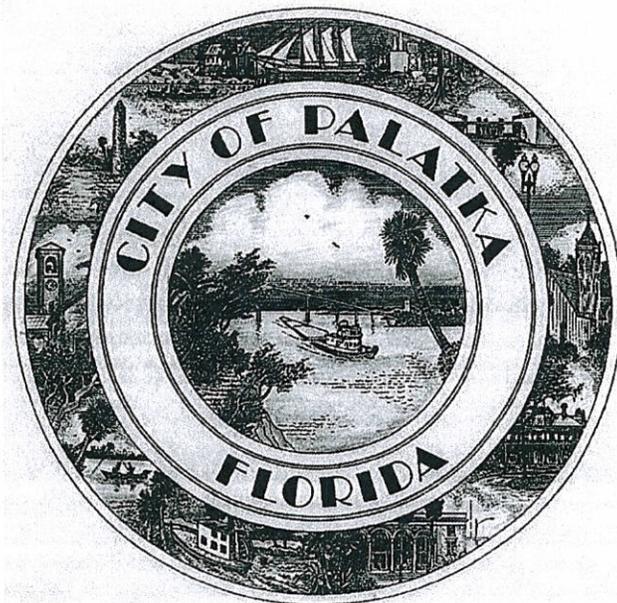
City of Palatka – Palatka Municipal Airport

Proposal (Update) to:

**Identify, Excavate and Dispose (Sell) Excess
Materials (at Airport)**

**(Phase 3 – Sand and Fill Dirt)
(borrow from airport dry pond area)**

(Supplemental Agreement 13-37U)



**Identify, Excavate and Dispose (Sell) Excess Materials (at Airport)
(Phase 3 (Update) – Sand and Fill Dirt (borrow from airport dry pond area))**

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Palatka (dated February 10, 2011), all of which terms and conditions are incorporated herein by reference:

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

Project Description: Professional services, support and coordination for the identification, location, removal and disposal (sale) of excess materials (Sand and Fill Dirt, borrow from dry pond area) at the Airport. Note: Passero will be supported by contractors and/or trucking companies to provide these services.

Scope of Basic Services: Support and coordination for the identification, location, removal and disposal (sale) of excess materials – Sand and Fill Dirt.

Scope of Special Services: None.

Client Manager: Mr. Michael Czymbor, City Manager.

Airport Manager: Mr. John Youell.

PA Program Manager: Mr. Andrew Holesko, CM.

PA Project Manager: Mr. Mike Cornell.

Basic Services Compensation (Payment to City): Unit Price (Sand): \$2.00 CY (approximate, not including hauling/delivery costs)
Note: This proposal involves the one-time (significant volume) removal of Sand from the borrow area. After that one-time removal, City forces will mobilize on an as-needed basis to provide sand to buyers, as needed. The previous proposal to the City referenced a \$4.50 / CY value for this item. That value would have included sale, delivery and detailed installation of the material to specific, septic-system users. Those tasks are no longer being considered.

The estimated volume of excess Sand at the airport is 75,000 to 100,000(+/-) CY. The corresponding economic value to the City is \$150,000 to \$200,000, for complete/total removal and sale of the material.

Unit Price (Fill Dirt): \$1.00 CY (approximate, not including hauling/delivery costs)
Note: This proposal involves the one-time (significant volume) removal of Fill Dirt from the borrow area. After that one-time removal, City forces will mobilize on an as-needed basis to provide sand to buyers, as needed.

The estimated volume of excess Fill Dirt at the airport is 100,000 to 150,000(+/-) CY. The corresponding economic value to the City is \$100,000 to \$150,000, for complete/total removal and sale of the material.

Based on the assumptions above, the total corresponding economic value to the City, for sale of both Sand and Fill Dirt is \$250,000 to \$350,000, for complete/total removal of the material. Actual dollar-values will be determined by the specific/actual amount of suitable material removed and sold.

Total Project Cost (Total Payment to City): To be determined (based on total volume of excess material – Sand and Fill Dirt sold). See notes above.

Passero will provide payment (by check) directly to the City, during and after the Sand and Fill Dirt removal process, after the actual sale of materials.

Passero will report the amount of material, and dollar-value to the City.

Passero will not be receiving compensation directly from the City, and the City will not be providing payment directly to Passero for this work.

Revenue will be provided to Passero:

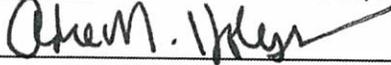
- a. After the actual sale of the excess materials – Sand and Fill Dirt, and
- b. After payment to the City has been made, and
- c. After payment to the contractor and trucking companies (hired to remove and/or haul the excess material) has been made.
- d. If funds remain (after a-c), Passero will be compensated from that amount.

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

Meetings: As needed and directed by the City.

- Deliverables:**
- 1. Professional services, support and coordination for the identification, location, removal and disposal (sale) of excess materials – Sand and Fill Dirt at the Airport.
 - 2. Unit price payments to City for sale/disposal of Sand and Fill Dirt.
 - 3. Passero and contractors/trucking companies are responsible to restore material areas to clean, proper condition.

"CONSULTANT" – PASSERO ASSOCIATES, LLC

BY: 

Andrew M. Holesko, (Program Manager)
Typed Name, (Title)

ATTEST BY: 

"CLIENT" - CITY OF PALATKA

BY: _____

Michael Czymbor (City Manager)
Typed Name, (Title)

BY: _____

Vernon Myers, (Mayor)
Typed Name, (Title)

ATTEST BY: _____

END OF SCOPE OF SERVICES.

Agenda Item

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2013-10-4 authorizing the execution of an agreement with Ayres & Associates Scope of Work in the amount of \$12,000 for the design, permitting and construction administration for the repair of the reuse mainline at St. Johns Ave. and SR 19

SUMMARY:

See attached a proposed scope and fee proposal from Ayres and Associates to design, permit and oversee construction for the replacement of a broken 18-inch HDPE pipe crossing under SR 19 at St. Johns Avenue. This section of pipe broke earlier in the year and as a result no reclaimed water can be sent to users west of SR 19. This repair is needed to ensure that the City's reuse distribution system is fully operational so that the City does not exceed its TMDL allocations. The cost for the proposed work is not to exceed \$12,000, and is a budgeted item.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Ayres & Associates Scope of Work for the design, permitting and construction administration related to the repair of the reuse mainline at St. Johns Avenue and State Road 19

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution - Ayres Reuse Line Repair	Cover Memo
<input type="checkbox"/> Scope of Work	Backup Material
<input type="checkbox"/> Fee	Backup Material

RESOLUTION No. 2013-10-4

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF AYRES & ASSOCIATES
SCOPE OF WORK FOR THE DESIGN, PERMITTING AND
CONSTRUCTION ADMINISTRATION RELATED TO THE
REPAIR OF THE REUSE MAINLINE AT ST. JOHNS AVENUE
AND STATE ROAD 19**

WHEREAS, the City issued Request for Qualifications 13-001 (the **RFQ**) for continuing Engineering, Architecture, Landscape Architecture and Surveying services for; and

WHEREAS, on May 10th 2013 the City approved a shortlist of firms; and

WHEREAS, Ayres & Associates was qualified by the City to perform general engineering services; and

WHEREAS, the **City** deems it reasonable and necessary to enter an agreement with Ayres & Associates for the design, permitting and construction administration related to the repair of the reuse mainline at St. Johns Avenue and State Road 19.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Ayres & Associates Scope of Work in an amount not to exceed \$12,000 for the design, permitting and construction administration related to the repair of the reuse mainline at St. Johns Avenue and State Road 19.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



September 25, 2013

Mr. Jonathan Griffith
City of Palatka
201 North Street
Palatka, Florida 32177

Re: Scope and Fee Proposal for Professional Services
Wastewater Effluent Reuse Transmission Main / Horizontal Directional Drill Replacement
St. Johns Avenue at SR 19
Plans Preparation/FDOT Utility Permitting/Construction Phase Assistance

Dear Mr. Griffith:

Thank you for the opportunity to submit our proposal for professional services for the above referenced project. This presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description & Scope of Services

The City of Palatka (City) has a wastewater effluent reuse transmission piping system that was installed in 2009, which provides reuse water to various locations throughout the City including west of SR 19. The reuse transmission main travels along St. Johns Avenue and crosses SR 19 via a horizontal directional drill (HDD) of 18-inch HDPE pipe. Earlier in the year this segment of the existing reuse transmission main was determined to be significantly leaking and needs to be replaced. It presently is not in service as a result, and thus impacts the City's ability to convey reuse water to established users west of SR 19.

To assist the City, Ayres Associates contacted a recommended HDD contractor, TB Landmark Construction, Inc. (TB Landmark), to discuss and solicit a construction cost proposal to replace the existing St. Johns Avenue 18-inch HDPE pipe crossing at SR 19. The construction cost proposal prepared by TB Landmark dated June 5, 2013 was previously provided to the City.

This professional services proposal by Ayres Associates for construction plans update, FDOT permitting, and construction assistance is provided to support replacement of the leaking existing 18-inch HDPE pipe, and is premised upon the City accepting and authorizing TB Landmark to provide the replacement, as described herein. The following provides a list of tasks to be performed:

1. Prepare construction plans update for a new reuse transmission pipe segment under SR 19 to replace the existing, including maintenance of traffic plans.
2. Prepare/submit FDOT Utility Permit application and supporting documentation for a new reuse transmission pipe segment under SR 19. Any permit fees are the responsibility of the City.
3. Coordinate/finalize new HDD pipe material specification requirements per TB Landmark Construction cost proposal options and in consultation for final approval with City Public Works staff.
4. Coordinate/finalize TB Landmark construction cost proposal amount based on option selected, per Item 3. above.
5. Coordinate/finalize TB Landmark construction schedule.
6. Attend/assist Pre-Construction Meeting (1-total).
7. Review/approve HDD pipe system shop drawings.

8. Provide on-site construction observation assistance to City Public Works staff during the HDD operation and tie-ins to the existing reuse transmission pipe system both east and west of the HDD termination points.
9. Provide final construction completion documentation assistance to City Public Works staff.

Time Schedule and Period of Contract

Ayres Associates will complete the replacement plans for review/acceptance by the City Public Works Department within 15-20 days from Notice to Proceed (NTP). Final schedule of construction start and completion will be determined and provided. Per discussion with TB Landmark, it is anticipated the construction duration will require 5-8 days to complete.

Fee

Ayres Associates will complete the reuse pipe replacement plans, FDOT Utility Permit preparation/submittal, and construction phase assistance for a total lump sum fee of \$12,000. A detail of the lump sum fee/cost estimate is attached.

Additional Services

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

Contract Terms and Conditions

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

Acceptance

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

Proposed by Consultant:

Ayres Associates Inc



David K. Kemp, PE
Project Manager

Accepted by Owner:

City of Palatka, Florida
Owner's Name

Michael J. Czymbor

City Manager
Title

Date

City of Palatka, Florida
Reuse Transmission Main Replacement (New Horizontal Directional Drill)
St. Johns Avenue at SR 19

WORK BREAKDOWN SUMMARY	LABOR CATEGORIES / HRLY BILLING RATES						TOTAL
	SR PM	PM	SR ENG	ENG	CADD	CLERICAL	
	\$ 205.00	\$ 185.00	\$ 176.00	\$ 140.00	\$ 118.00	\$ 64.00	
1.1 Repair Plans (New HDD)							
Finalize Bid Plans & Pipe System Specifications	0	1	0	1	4	0	\$797.00
FDOT Utility Permit (Prepare / Submit)	0	2	0	12	8	0	\$2,994.00
Specifications / Final Construction Documents	0	1	0	2	0	0	\$465.00
Cost Estimate (Finalize Contractor Estimate)	0	2	0	2	0	0	\$650.00
Subtotal	0	6	0	17	12	0	\$4,906.00
1.2 Bidding Assistance (Not Required)							
Advertise Project in Newspaper	0	0	0	0	0	0	\$0.00
Coordinate Plan Sales/Bidders List	0	0	0	0	0	0	\$0.00
Address RFI's from Bidders	0	0	0	0	0	0	\$0.00
Issue Addenda	0	0	0	0	0	0	\$0.00
Bid Evaluation & Recommendation	0	0	0	0	0	0	\$0.00
Subtotal	0	0	0	0	0	0	\$0.00
1.3 Construction Assistance (New HDD)							
Coordinate Contractor Final Schedule	0	1	0	2	0	0	\$465.00
Attend Pre-Construction Meeting	0	2	0	2	0	0	\$650.00
Review / Approve Pipe System Shop Drawings	0	1	0	2	0	0	\$465.00
On-Site Inspection During HDD Operation / Tie-ins	0	4	0	20	0	0	\$3,540.00
Final Inspection / Acceptance	0	4	0	4	0	0	\$1,300.00
Subtotal	0	11	0	28	0	0	\$6,420.00
Reimbursable Costs							
Reimbursables (Mileage, Shipping, Printing, Copying)							\$674.00
TOTAL ESTIMATED FEE							\$12,000.00

Agenda Item

3e



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2013-10-5 authorizing the execution of Rudd Jones & Associates, P.E. Supplemental Agreement in the amount of \$46,100 for Bidding and Construction Administration of Riverfront Park Boat Launch Expansion and Bulkhead

SUMMARY:

See attached a supplemental agreement with Rudd Jones, P.E. & Associates for the bidding and construction administration of the riverfront park boat launch expansion and bulkhead improvements. Mr. Jones' current contract includes the design, permitting and construction administration for the site improvements. Under this agreement Mr. Jones would be working closely with Dredging and Marine Consultants (DMC) to value engineer, bid and oversee the construction of the launch expansion and installation of the bulkhead. As you may recall, DMC was originally a subconsultant to Michael Redd & Associates. They were responsible for designing and permitting the bulkhead, launch expansion and dock improvements. While staff is still seeking additional funding for the restrooms and site improvements, the launch and bulkhead work are fully funded through a combination of City funds and a Fish and Wildlife Conservation Commission (FWC) Florida Boating Improvement Program Grant. The cost for this work is not to exceed forty six thousand one hundred dollars (\$46,100.00).

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Rudd Jones & Associates, P.E. Supplemental Agreement for Bidding and Construction Administration of Riverfront Park Boat Launch Expansion and Bulkhead

ATTACHMENTS:

Description	Type
□ Supplemental Agreement	Backup Material

RESOLUTION No. 2013-10-5

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF RUDD JONES, P.E. &
ASSOCIATES' SUPPLEMENTAL AGREEMENT IN THE AMOUNT OF
\$46,100 FOR BIDDING AND CONSTRUCTION ADMINISTRATION OF
RIVERFRONT PARK BOAT LAUNCH AND BULKHEAD.**

WHEREAS, on July 12, 2012 the City of Palatka (the **City**) entered into an agreement with Rudd Jones, P.E. & Associates for engineering and permitting services for parking and storm water improvements at the southern end of the riverfront park (the **PROJECT**); and

WHEREAS, Rudd Jones, P.E. & Associates have proposed to provide bidding and construction administration services for the riverfront park boat launch and bulkhead improvements; and

WHEREAS, the City has retained funding for the construction of the **PROJECT**; and

WHEREAS, the **City** deems it reasonable and necessary to enter into a supplemental agreement with Rudd Jones, P.E. & Associates for additional bidding and construction administration services to include the riverfront park boat launch and bulkhead improvements.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest a supplemental agreement with Rudd Jones, P.E. & Associates in the amount of \$46,100 for bidding and construction administration of the riverfront park boat launch and bulkhead.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

TASK ORDER # 1 (DRAFT)

Date: 10/1/2013

Project/Contract #: **City of Palatka Waterfront/Boat Ramp Park**

Primary Contact: Fred R. Jones, Jr., P.E.
Rudd Jones, P.E. & Associates
(386) 385-3610
rjones@ruddjones.com

Technical Contact: Fred R. Jones, Jr., P.E.
Rudd Jones, P.E. & Associates
(386) 385-3610
rjones@ruddjones.com

To: Jonathan Griffith/City of Palatka
201 N. Second St.
Palatka, FL 32177

1. **PROJECT SUMMARY:** The project consists of providing engineering/design services in support of Marine Construction Activities associated with planned improvements at the City's Boat Ramp and adjacent riverfront park space. Rudd Jones, P.E. & Associates is under contract for permitting and construction plan preparation for upland improvements adjacent to the waterfront; and permit-level construction plans for the upland improvements have been completed and an ERP permit for the upland improvements has been issued by SJRWMD. Detailed survey work is being completed now and bid-ready construction drawings and technical specifications for the upland improvements will be completed soon after the survey work is completed.

DMC (Dredging and Marine Consultants) have prepared construction drawings for the marine improvements that include the new boat ramp and seawall. In order to be able to proceed with the construction of the upland improvements, specific elements of the DMC plans must be constructed concurrently. These elements include the boat ramp and about 600 LF of seawall. Since the DMC plans were prepared prior to completion of the upland improvement plans, there are elements of these plans that will require revision in order to seamlessly join with the upland improvements. These elements include, but may not be limited to raising the top of the seawall to elevation 6.0 NGVD; and grading at the upland terminus of the boat ramp where it joins the parking lot.

The purpose of this Task Order is to authorize RJPE to include those elements of the DMC Plans that must be constructed concurrently with the upland improvements into one set of bid/construction documents, and to perform any revisions to the plans necessary to insure a seamless joining of improvements.

It is anticipated that RJPE will hire DMC as a sub-consultant to perform revisions to the Marine elements of the plans and revise plans sheets so that they can be included in the RJPE plan and bid sets for construction.

2. SCOPE OF SERVICES / TASKS:

Task 1: Value Engineering and Plan Preparation – RJPE, and its sub-consultants shall perform a value-engineering analysis of the specific Marine Improvements required for construction of the currently contracted upland improvements. Upon completion of this analysis, RJPE shall make revisions necessary as described above and integrate the upland improvements and connected marine improvements into one set of construction documents suitable for bidding and construction. The marine improvements referenced are limited to the boat ramp and about 600LF of seawall. Consultant will provide two (2) construction plan submittals at 60% (90%) and Final. Plans will be provided at a scale that will be legible for plan sheets in 24” x 36” size format. Five (5) copies of the construction plans will be submitted to the City for review and comment with each submittal phase. An opinion of probable construction costs will be prepared for the proposed improvements at each submittal phase.

*Fee for Task 1: Not to Exceed **\$11,500.00***

Task 2: Bidding and Related Services – Engineer and his sub-consultants shall prepare bid documents including a detailed bid sheet with quantities to be incorporated into those currently provided for in the work under contract for upland improvements. Engineer and his sub-consultants shall attend schedule and attend a pre-bid meeting, and respond to any contractor submitted questions during the bidding process. Upon receipt of bids, Engineer and his sub-consultants shall review the bids for completeness, competency and qualifications and make recommendations to the City of Palatka regarding the award of the Contract. IT should be noted that these services are in addition to those already under contract with RJPE and are related specifically to those additional items of work related to Marine Construction (boat ramp and seawall).

*Fee for Task 2: Not to Exceed **\$6,800.00***

Task 3: Construction Engineering and Inspections (CEI) Services - Engineer and his sub-consultants shall conduct construction inspections during critical aspects of the boat ramp and seawall construction and shall take photographs and complete written inspection reports of all onsite work observed. Engineer and his sub-consultants shall also review all shop drawings and respond to Contractor's requests for information or clarification of the plans. Upon completion of the work, we will review the record drawings of the work, provided by Others, and submit the required certifications and close-out documents to appropriate regulatory agencies once it has been determined that the project has been completed in substantial accordance to the approved plans and specifications.

*Fee for Task 2: Not to Exceed **\$24,300.00***

Reimbursables

*Fee for Reimbursables: Not to Exceed **\$ 3,500.00***

TOTAL FEE: Not to Exceed \$ 46,100.00

3. **DELIVERABLES:** Five (5) copies of the plans and specifications at the 60% and Final Submittals along with Engineers Opinion of Probable Cost.
4. **PLACE OF PERFORMANCE:** At offices of RJPE and DMC, and as required onsite.
5. **PERIOD OF PERFORMANCE:** 09/26/2013 to 9/26/2014

6. **SERVICES NOT INCLUDED:** Survey, Geotechnical, Subsurface Utility Locates or other services not outlined in this Task Order.
7. **CLIENT RESPONSIBILITIES:** Provide utility base maps, GIS shape files, as-builts and other available data in support of the design. Provide staff assistance during construction portion of the project as related to scheduling of events that could be affected by the Work.

Print Name: _____

Signature: _____

Date: _____

Agenda Item

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CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2013-10-6 supporting the amendment to the Public School Facilities Coordinated Land Use and Public School Facility Planning Interlocal Agreement

SUMMARY:

The Putnam County School Board, Board of County Commissioners and the other governing bodies of municipalities within the County have approved revisions to the Schools Interlocal Agreement (attached). This agreement, between the County, municipalities, and School Board, along with the Public Schools Facilities Element of the Comprehensive Plan codifies levels of service for schools, requires City review & comment (no veto authority) for school boundary changes within its jurisdiction, requires coordination of the School District's capital improvement program with County and other municipalities, and requires payment from residential development if school capacity is not available (payment goes toward needed new facilities). The Agreement also establishes an inter-jurisdictional staff working group to monitor the agreement's implementation. The County Commission, School District, and other municipalities have agreed to revise the Agreement and Element to eliminate the provisions detailed above, retaining a cooperative and voluntary working arrangement between the parties. Given that: 1) school enrollment is declining and ample school capacity is available, 2) significant residential development is unlikely to occur to create school capacity problems; 3) the City has very little say about school boundary changes; and also 3) the process requires unnecessary investment of staff time on all fronts; Staff recommends that the Commission amend the Agreement as proposed and agreed to by other jurisdictions and the School Board. Staff will follow up the agreement amendment with any needed revisions to the City's Public School Facilities Element of the Comprehensive Plan.

RECOMMENDED ACTION:

Adopt the Resolution amending the Public Schools Facilities Coordinated Planning Interlocal Agreement

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution and Schools Interlocal Agreement	Resolution Letter

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

RESOLUTION 13 -

A RESOLUTION OF THE PALATKA CITY COMMISSION SUPPORTING THE AMENDMENT OF THE INTERLOCAL AGREEMENT FOR COORDINATED LAND USE AND PUBLIC SCHOOL FACILITY PLANNING BY WAY OF THIS RESOLUTION AS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Mayor of the City of Palatka on behalf of the City Commission on May 5, 2008 signed the Interlocal Agreement for Coordinated Land Use and Public School Facility Planning, and

WHEREAS, this agreement obligates the City, Putnam County, the Putnam County School District, and other municipalities in Putnam County to coordinate planning efforts for existing and future school facilities, and

WHEREAS, the Florida Legislature has eliminated the statutory requirement for the Public School Facilities Element, which codifies the Agreement into the City's Comprehensive Plan; and

WHEREAS, the City, County, School District, and other municipalities have determined that the decline of school enrollment has minimized the need for the burdensome amount of staff time for the Agreement's formalized coordination process as well as the mechanism for developer proportionate share funding,

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

Section 1. Interlocal Agreement for Coordinated Land Use and Public School Facility Planning. That the interlocal agreement for coordinated land use and public school facility planning be amended to eliminate levels of service for schools, eliminate the requirement for city review and recommendation for school boundary changes, eliminate the required city coordination of schools capital improvement program with county and municipalities, eliminate the

required payment for needed new facilities from residential development if school capacity is not available, and eliminate the required staff working group to monitor its implementation of the agreement.

Section 2. The City Commission does hereby support the proposed amendment to the Interlocal Agreement for Coordinated Land Use and Public School Facility Planning, a copy of which is attached hereto as Exhibit "A."

Section 3. Severability. In the event that any portion or section of this resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this resolution which shall remain in full force and effect.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption by the Palatka City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA ON THIS 10th DAY OF OCTOBER, 2013.

CITY OF PALATKA

BY: _____
It's Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

EXHIBIT "A"

AMENDED INTERLOCAL AGREEMENT FOR COORDINATED LAND USE
AND PUBLIC SCHOOL FACILITY PLANNING

INTERLOCAL AGREEMENT FOR COORDINATED LAND USE AND PUBLIC SCHOOL FACILITY PLANNING

This amended agreement is entered into between the Putnam County Board of County Commissioners (hereinafter referred to as the “County”), the City Commission of the Cities of Crescent City and Palatka (hereinafter referred to as the “Cities”), the Town Council of the Towns of Interlachen, Pomona Park and Welaka (hereinafter referred to as “Towns”) and the School Board of Putnam County (hereinafter referred to as “School Board”).

WHEREAS, the County, Cities, Towns and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, Cities, Towns and the School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) ensuring the availability of adequate school facilities to ~~provide the level of service necessary~~ to service the student population of incorporated and unincorporated Putnam County; (2) better coordination of new schools in time and place with land development; (3) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (4) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments; (5) better defined urban form by locating and designing schools to ~~serve~~ as community focal points; (6) greater efficiency and convenience by co-locating schools with parks, ball fields, libraries, and other community facilities to take advantage of joint use opportunities; and (7) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes, require each county and the non-exempt municipalities within that county to enter into an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated in order to achieve the above-described benefits; and

WHEREAS, the County, Cities, Towns and the School Board enter into this agreement in fulfillment of the statutory requirement and in recognition of the benefits accruing to their citizens and students described above, and

WHEREAS, the School Board acknowledges statutory and constitutional obligation to provide a uniform system of free public schools on a countywide basis; and

WHEREAS, the County, Cities, Towns and the School Board recognize the land use authority of local governments, including their authority to approve or deny comprehensive plan amendments and development orders;

NOW THEREFORE, be it mutually agreed between the Putnam County School Board, The Board of County Commissioners of Putnam County, the City Commissions of Crescent City and Palatka and the Town Councils of the Town of Interlachen, the Town of Pomona Park and the Town of Welaka that the following procedures will be followed in coordinating land use and public school facilities planning:

Section 1. Joint Meetings

~~1.1 — Semi-annual Meetings of the County and School Board. The County and the School Board will meet semi-annually in a joint workshop session. The County Administration and Superintendent of Schools will be responsible for making meeting arrangements and providing notification to the participants regarding the semi-annual joint workshop. The joint workshop session will be an opportunity for the parties to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.~~

~~1.2 — Annual Meetings of the Cities/Towns and School Board Representatives. The legislative bodies of the Cities and Towns will each meet in joint workshops with Superintendent of the School Board annually, as needed. The Mayor of each City or Town and the Superintendent of Schools will be responsible for making the meeting arrangements and providing sufficient notification to the participants regarding the joint workshop. The joint workshop session will be an opportunity for the parties to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.~~

~~1.3 — Quarterly Staff Meetings. Quarterly, the County, Cities, Towns and School Board staff (“Staff Working Group”) shall meet collectively to discuss and share information concerning issues of mutual concern, including but not limited to population and student projections, development trends, school needs, co-location and joint use opportunities, as well as ancillary infrastructure improvements needed to support each school and to ensure safe student access. The Staff Working Group shall be comprised of the County Administrator, the Superintendent of Schools, the City Managers, and the Town Clerks, or their designees.~~

~~1.4 — Joint Meeting of All Parties. The legislative bodies of the County, Cities and Towns will meet together in a joint workshop with the School Board annually, to hear reports, discuss policy, set direction, and reach understandings concerning issues of mutual concern regarding coordination of land use and school facilities planning, including population and student growth, development trends, school needs, off-site improvements, and joint use opportunities.~~

Section 2-1. Student Enrollment and Population Projections

21.1 In fulfillment of their respective planning duties, the County, Cities, Town and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.

21.2 The School Board shall utilize student population projections based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes. The School Board may request adjustment to the estimating conferences' projections to reflect actual enrollment and development trends. In formulating a request to adjust such projections the School Board will coordinate with the County, Cities, and Town regarding development trends and future population projections.

21.3 The School Board, working with the information provided by the County, Cities, and Towns under paragraph 32.3 below, will allocate projected student enrollment throughout the district to reflect development trends.

Section 3-2. Coordinating and Sharing of Information

32.1 Tentative District Educational Facilities Plan (Five Year District Facilities Work Program): On August 15th of each year, or no later than 30 days prior to the scheduled hearing to approve the District Educational Facilities Plan, the School Board shall submit to the County, Cities, and the Town the tentative district educational facilities plan prior to adoption by the Board. The County, Cities, and the Town shall review the plan and comment to the School Board within 30 days on the consistency of the plan with the local comprehensive plan, whether a comprehensive plan amendment will be necessary for any proposed educational facility, and whether the local government supports a necessary comprehensive plan amendment. The approved Work Program will be provided to the County, Cities and Towns by October 1st of each year ~~to allow for adequate preparation of annual updates to the Capital Improvement Element of each jurisdiction's Comprehensive Plan.~~

32.2 Educational Plant Survey: As part of its annual update to the District Education Facilities Plan, the School Board shall complete an Educational Plant Survey. The School Board shall submit a draft of the Educational Plant Survey to the County, Cities, and Town prior to adoption by the School Board. The County, Cities, and Town will evaluate and make recommendations to the School Board within 30 days regarding the consistency of planned school facilities, including school renovations and closures, with the local government comprehensive plan.

32.3 On or before June 1st of each year, the County, the Cities and the Towns shall each provide the School Board with information on growth and development trends within their respective jurisdictions. The information should include the following:

- (a) The type, number and location of residential units that have received zoning or site plan approval.

(b) Future land use map and zoning map changes that might impact school facilities (i.e. changes that could result in increased residential densities).

(c) Building permits for new residential units, including the location of the permitted units.

32.4 Where the County has contracted to perform the building permit function of the planning function for the a City or Town, the County will provide the relevant information required in paragraph 32.3 above on behalf of the City or Town.

Section 4-3. School Site Selection, Significant Renovations, and Potential School Closures

43.1 When the need for a new school is identified in the district educational facilities plan, the School Board will establish a Public Schools Advisory Committee (“PSAC”) for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools. The PSAC shall be comprised of School District Staff, elected members of the School Board, and at least one member of the Staff Working Group from the County and from the Cities and Towns ~~in~~ from the ~~concurrency service area(s)~~ jurisdiction where the school is proposed to be located. The meeting(s) of the PSAC shall be public meetings and the School Board shall be responsible for scheduling and providing proper notice of the meeting(s).

43.2 The PSAC will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. Based on information gathered during the review, the PSAC will submit recommendations to the Superintendent or designee. Alternatively, the School Board may present the PSAC with a list of potential sites or a single site in the area of need, which shall be submitted to the planning staff for the jurisdiction where the site is located in advance of the PSAC meeting in order to obtain a determination of consistency with the jurisdiction’s comprehensive plan and land development regulations.

43.3 The following criteria shall be considered by the PSA, the School Board, as well as the County, Cities and Towns, when evaluating new school sites:

(a) The collocation of parks, recreation and community facilities in conjunction with school sites.

(b) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks.

(c) The location of school sites that will provide logical focal points for community activities and serve as the cornerstone for innovative urban design standards.

(d) Provide school sites and facilities within planned neighborhoods.

- (e) The location of new elementary and middle schools internal to residential neighborhoods.
- (f) The location of new elementary schools within reasonable walking distance of the dwelling units served by the school.
- (g) The location of new high schools on the periphery of residential neighborhoods, with access to major roads.
- (h) Ensure the compatibility of land uses adjacent to existing schools and reserved school sites.
- (i) Ensure the development of traffic circulation plans to serve schools and the surrounding neighborhood.
- (j) Provide off-site signalization, signage, access improvements and sidewalks to serve all schools.
- (k) The development of design standards for school bus stops and turnarounds in new developments.
- (l) Target community development improvements in older and distressed neighborhoods near schools.
- ~~(m) Review school impact fees to ensure that fees reflect the most recently available school cost, credits, and reviews data.~~
- ~~(n)~~ Encourage the private sector to identify and implement creative solutions to developing adequate school facilities in residential developments.
- ~~(o)~~ Give priority to scheduling county programs and capital improvements which are consistent with and which meet the capital needs identified in the School Board school facilities plan.
- ~~(p)~~ Give priority to developments or property owners who provide incentives including, but not limited to, donation of site(s), reservation or sale of school sites at pre-development prices, construction of new facilities or renovation to existing facilities, and providing transportation alternatives.
- ~~(q)~~ Work to address and resolve multi-jurisdictional public school issues.
- ~~(r)~~ Seek and consider School Board comments on comprehensive plan amendments and other land-use decisions.
- ~~(s)~~ Coordinate conversion of school sites to other uses, including to other public uses.
- ~~(t)~~ Consider the availability of centralized utilities.

(ut) Locating the facility on soils suitable for development outside hurricane storm surge areas and outside areas of special flood hazard.

(vu) The extent to which the school facility can serve as an emergency shelter.

(wv) Extent to which the proposed site is large enough to accommodate the required parking, circulations and queuing of vehicles on site.

43.4 At least 60 days prior to acquiring or leasing the selected property to be used for a new public educational facility, the School Board shall provide written notice to the PSAC members and the mayor or board chairperson of the local government with jurisdiction over the use of the land. The notice shall include the parcel identification number of current ownership of the property, the acreage to be purchased or leased and a description of the facility anticipated to be located on the property. The PSAC shall meet and evaluate the selected property pursuant to the criteria in paragraph 43.3, above, and issue a written report and recommendation to the School Board within 45 days. The report shall include a statement indicating whether the proposed new school site is consistent with the land use regulations and comprehensive plan policies of the local government with jurisdiction over the land. The report shall also advise if the proposed site would require a rezoning, future land use map amendment or any other formal consideration. This additional PSAC review is not required if the selected site was the only site presented to the PSAC under paragraph 43.2 above; only the written notice will be required.

43.5 In conjunction with the notice described at subsection 4.4 of this agreement, the school board and affected local governments will jointly determine the need for and timing of off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

43.6 The need for new school facility shall be presumed when, upon completion of its annual update to the Educational Plant Survey, the School Board determines that a given facility has reached 90% of its capacity, and the School Board shall establish the PSA~~V~~ C and begin the site selection and evaluation process outlined in this Section.

Section 5 Public School Facilities Element and School Concurrency

~~5.1 This section establishes the mechanisms for coordinating the development, adoption and amendment of the School Board's capital facilities plan, as well as the public school facilities elements, intergovernmental coordination elements and capital improvement elements of the County, Cities and Towns' Comprehensive Plans in order to implement a uniform district-wide school concurrency system, as required by State Law.~~

~~5.2 The parties agree to the following principles for School Concurrency within incorporated and unincorporated Putnam County~~

~~(a) The district-wide level of service standards will be 100% of permanent F.I.S.H. student stations, and shall be adopted as part of the County's Cities' and Towns' Comprehensive Plans;~~

(b) Initial capacity impacts for a given development shall initially be determined as follows:

Total Student Generation Rate per Dwelling Unit (PK-12)	Grade Distribution		Student Distribution Per Dwelling Unit	
	Grade	%	Grade	Student per Dwelling*
0.570	PK-5	0.506	PK-5	0.880
0.570	6-8	0.246	6-8	0.140
0.570	9-12	0.2474	9-12	0.141
*Student Generation Rate x Grade Distribution = Student Distribution per dwelling unit				

5.3 The parties agree that School Concurrency Service Areas (SCSA) for schools will be less than district wide. Initially, the SCSA shall be co-terminus with the adopted School Board attendance zones for Middle Schools (See attached Appendix B). The impacts of a given development will be determined based on the Concurrency Service Area in which the development will be locating and the available capacity of the schools servicing same. The SCSA boundaries shall be reviewed for optimal utilization of school capacity and may be adjusted in accordance with paragraph 6.3 of the Agreement.

5.4 In the event that there is Insufficient Capacity for a proposed development in a affected Concurrency Service Area, proportionate share mitigation of the impacts will be required from the developer prior to issuance of a Development Order, unless exempt under paragraph 6.5 of this Agreement. Insufficient Capacity means a new development that will result in an enrollment that will exceed 100% of the level of service for any one of the facilities described in under paragraph 5.2(a), above.

5.5 Sections 6 and 7 of this Agreement established the program and the process for determining when a facility has exceeded capacity and a capital facilities cost per student, which shall be used to determine the proportionate share contribution for a specific development proposal that will result in Insufficient Capacity. The County, Cities and Towns shall adopt these methodologies into their public school facilities elements.

5.6 The parties shall use the processes and information sharing mechanisms outlines in this Agreement to

- (a) adopt the initial public school facilities program and public school facilities elements;
- (b) ensure that the school concurrency system is updated;
- (c) ensure the School Board's capital facilities plan remains financially feasible; and
- (d) Ensure that any desired modifications are made.

5.7 This Agreement establishes a public school concurrency system consistent with the requirements of Sections 163.3177 and 163.3180, Florida Statutes. The parties agree that the

~~timely delivery of adequate public school facilities at the adopted level of service requires close coordination among the parties at the level of land use planning, development approval, and school facility planning. IN order to further timely delivery of adequate public school facilities and coordination necessary to achieve the delivery of such facilities, the parties agree~~

~~(a) — That new school facilities should be planned for and provided in proximity to those areas planned for residential development or redevelopment.~~

~~(b) — That, within the County's jurisdiction and each City or Town's jurisdiction, residential Development Orders may be issued only if school capacity is available in public school facilities at the level of service specified in this Agreement or the development order is exempt under paragraph 6.5 of this Agreement.~~

~~(c) — That a determination of whether school capacity is available to serve residential development shall be made by the School District, consistent with the adopted level of service standard. This determination shall be based upon the criteria established in this Agreement and the applicable local government's Public School Facilities Element.~~

~~5.8 — The County and the Cities and Towns agree to transmit the following comprehensive plan amendments no later than March 1, 2008:~~

- ~~• A Public School Facilities Element (PSFE) consistent with the requirements of Section 163.3180 Florida Statutes and this Agreement.~~
- ~~• An amended the Intergovernmental Coordination Element as required by Section 163.3177(60)(h)1 and 2., Florida Statutes and this Agreement.~~

~~Additionally, the County and the Cities and Towns shall amend the Capital Improvement Element to include "The School Board of Putnam County Capital Improvement Schedule." Beginning with the CIE update in December 2008, the CIE schedule for the County, Cities and Towns shall be updated annually consistent with the updated and adopted School District's Five-Year Capital Facilities Plan. This will ensure that the CIE uniformly sets forth a financially feasible public school capital facilities plan, consistent with the adopted Level of Service Standards for public schools.~~

~~5.9 — When the comprehensive plan amendments adopted in accordance with this Agreement become effective, the County and Cities shall undertake the following activities:~~

~~(a) Adopt required school concurrency provisions into their land development regulations consistent with the timeframe established by law, the requirements of this Agreement, and the County and Cities' comprehensive plans.~~

~~(b) Withhold issuance of any site specific development order for new residential units not exempted under paragraph 6.5 of this agreement until the School District has reported, pursuant to paragraph 7.6 of this Agreement, that there is school capacity available to serve the development under review.~~

~~(c) Maintain data for approved new residential development. The data shall be provided to the School District on a quarterly basis and include, at a minimum, the following:~~

- ~~• Development name and location~~
- ~~• Total number of new permits for dwelling units by unit type (single family, multi-family, etc.)~~
- ~~• Impact fee calculation~~

~~5.10—By entering into the Agreement, the School District agrees to undertake the following activities:~~

~~(a) Annually prepare and update a financially feasible Five Year Capital Facilities Plan containing enough capacity each year to meet the anticipated demand for student stations identified by the population projections so that no schools exceed the adopted level of service.~~

~~(b) Institute programs and/or School Concurrence Service Area boundary adjustments, as necessary, to maximize the utilization of capacity in order to ensure that all schools of each type (elementary, middle, high) in each School Service Area and each individual school operate at the adopted level of service.~~

~~(c) Construct the capacity enhancing and modernization projects necessary to maintain the adopted level of service specified in the School District Five Year Capital Facilities Plan.~~

~~(d) Provide the County, Cities and Towns with any School District data and analysis relating to school concurrence necessary to amend or annually update the comprehensive plan.~~

~~(e) Adopt a ten and twenty year work program.~~

~~(f) Review proportionate share mitigation options for new residential development.~~

~~(g) Prepare annual reports on enrollment and capacity.~~

~~(h) Provide necessary staff and material support for meetings of the PSAC as required by this Agreement.~~

~~(i) Provide information to the County, Cities and Towns regarding enrollment projections, school siting, and infrastructure required to support public school facilities consistent with the requirements of this Agreement.~~

~~5.11—The parties understand that the provisions of this section are an initial effort to implement school facilities planning process and concurrence management system, and modifications and details may be added during the development of the Public School Facilities Elements for the County, Cities and Towns.~~

Section 6—School Concurrence Program

6.1 — School Concurrency Program Overview

The School Concurrency Program requires that the County, the Cities, the Towns and the School Board maintain a minimum Level of Service Standard for public schools. The School Concurrency Program requires that all new residential development be reviewed to ensure that adequate school capacity will exist prior to or concurrent with the impact of the residential development, to support the additional student growth at the adopted level of service.

6.2 — Commencement

The School Concurrency Program described in this Agreement shall commence on April 1, 2008. Nothing herein shall be interpreted to prohibit the consideration of available school capacity in a manner consistent with this Agreement when reviewing a proposed comprehensive plan amendment, rezoning, subdivision or other new development proposal prior to the adoption of a School Concurrency Element, if the proposal will result in an increase in residential density.

6.3 — Modification of the SCSA for Schools

(a) Any Party may propose a modification to the SCSA boundaries. Prior to adopting any change, the School District must verify that as a result of the modification:

1. The adopted level of service standards will be achieved and maintained for each year of the five year planning period; and
2. The utilization of school capacity will be maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.

(b) The Parties shall observe the following process for modifying SCSA Boundaries:

1. At such time as the School District determines that a SCSA change is appropriate considering the above standards, the School District shall transmit the proposed new boundaries and data and analysis to support the changes to the Staff Working Group.
2. The Staff Working Group shall review the proposed boundary changes and send their comments to the School District within forty five (45) days of receipt.
3. The change to a SCSA boundary shall become effective upon final approval of the new school boundaries by the School Board.

6.4 — Level of Services (LOS)

The established LOS for determining available capacity of each school facility type is set forth in paragraph 5.2(a), above.

6.5 — Exemptions

~~(a) The following residential uses shall be considered exempt from the requirements of school concurrency:~~

- ~~1. All single family lots of record at the time the School Concurrency implementing ordinance becomes effective.~~
- ~~2. Any new residential development that has a preliminary plat or site plan approval or the functional equivalent for a site specific development order prior to the commencement date of the School Concurrency Program.~~
- ~~3. Any amendment to any previously approved residential development, which does not increase the number of dwelling units or change the type of dwelling units (single family to multi-family, etc.).~~
- ~~4. Any Age restricted community with no permanent residents under the age of eighteen (18). Exemption of an age restricted community will be subject to a restrictive covenant limiting the age of permanent residents to 18 years and older.~~

~~(b) Upon request by a developer submitting a land development application with a residential component, the School District shall issue a determination as to whether or not a development, lot or unit is exempt from the requirements of school concurrency.~~

~~(c) Nothing herein shall operate as a waiver to or exemption from impact fees that may apply to a proposed development.~~

6.6 — School Concurrency Regulations

~~(a) By December 1, 2008, the County, Cities and Towns shall amend their land development regulations to adopt school concurrency provisions, which shall include procedures for review of development orders.~~

~~(b) In the event that any participating Cities or Towns does not, by December 1, 2008, adopt land development regulations consistent with this Agreement that government shall be deemed to have “opted in” to the County regulations and agrees to be bound by the terms and provisions therein until it adopts its own ordinance.~~

~~(c) At any time, any Local Government may opt out of the County’s implementing ordinance through implementing its own ordinance.~~

Section 7 — School Concurrency Process

7.1 Review Process

~~(a) The County, Cities, Towns and School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained. No new residential comprehensive plan amendment, rezoning, conceptual plan, preliminary plat, site plan or functional equivalent may be approved by the County or Cities, unless the residential development is exempt from these requirements as provided in Section 6.5 of the Agreement, until a School Capacity Availability Determination Letter has been issued indicating that adequate school facilities exist. This shall not limit the authority of a local government to deny a development permit or its functional equivalent, pursuant to its home rule regulatory powers.~~

~~(b) Any developer submitting a development permit application (such as a land use map amendment, rezoning, site plan or preliminary plat) with a residential component that is not exempt under Section 6.5 of this Agreement is subject to school concurrency and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School District. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single family, multi family, apartments, etc.), and age restrictions for occupancy, if any. The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination that an application is sufficient, the local government shall transmit the School Impact Analysis to the School District for review. The School District will verify whether sufficient student stations for each type of school are available or not available to support the development. A flow chart outlining the school concurrency review process is included as Appendix "C". The process is as follows:~~

- ~~1. The School District shall review the School Impact Analysis for residential developments which have been submitted and deemed sufficient for processing by the applicable local government.~~
- ~~2. The School District shall review each School Impact Analysis in the order in which it is received and shall issue a School Capacity Availability Determination Letter to the applicant and the affected local government within fifteen (15) working days of receipt of the application.~~
- ~~3. The School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.~~

~~(c) In the event that there is not adequate capacity available in the SCSA in which the proposed development is located or in an adjacent SASA to support the development, the School Board shall entertain proportionate share mitigation pursuant to Section 7.7 of the Agreement and, if the proposed mitigation is accepted, enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 7.7 of this Agreement.~~

~~(d) The local government shall be responsible for notifying the School District when a residential development has paid its school impact fees and when the development order for the residential development expires.~~

~~7.2 Student Generation Calculation~~

To determine a proposed development's projected students, the proposed development's projected number and type of residential units shall be converted into projected students for all schools of each type within the specific SCSA Boundary using the table in Section 5.2(b) of this Agreement.

7.3 Utilization Determination

(a) The School District shall create and maintain a Development Review Table (DRT) for each SCSA, and will use the DRT to compare the projected students from proposed residential developments to the SCSA's available capacity programmed within the first three years of the current five year capital planning period. Student enrollment projections shall be based on the most recently adopted five year capital plan, and the DRT shall be updated to reflect these projections. Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = \text{School Capacity}^1 - (\text{Enrollment}^2 + \text{Vested}^3)$$

NOTES: ¹ School Capacity = FISH Capacity (As programmed in the first three (3) years of the School District's Five Year Capital Facilities Plan.)

² Enrollment = Student enrollment as counted at the fall FTE.

³ Vested = Students generated from residential developments approved after the implementation of school concurrency, where all school impact fees have been paid.

(b) At the Fall FTE, the vested number of students on the Development Review Table will be reduced by the number of students represented by the residential units that received certificates of occupancy within the previous twelve (12) month period.

7.4 The Three Year Rule

If new capacity within a School Concurrency Service Area boundary will be in place or under actual construction in the first three years of the School district's Five Year Capital Facilities Plan, the new school capacity will be added to the capacity shown in the SCSA, and the utilization rate will be adjusted accordingly.

7.5 Adjacent School Concurrency Service Area Capacity

(a) If the projected student growth from a residential development causes the adopted LOS to be exceeded in a SCSA, and adjacent SCSA will be reviewed for available capacity. In conducting the adjacency review, the School District shall first use the adjacent SCSA with the most available capacity to evaluate projected enrollment and, if necessary, shall continue to the SCSA with the next most available capacity.

(b) If a proposed new development causes the LOS in the SCSA in which it is located to exceed the adopted LOS and there is available capacity in an adjacent SCSA, actual development impacts shall be shifted to the contiguous SCSA having available capacity, unless the shifting of impacts will violate the provisions of paragraph (c), below. This shift shall be accomplished

~~through boundary changes or by assigning future students from the development to an adjacent SCSA.~~

~~(c) Shifting of impacts to an adjacent SCSA shall not be an option for meeting adopted LOS if the shift will result in bus trips that exceed the maximum trip lengths outline in section 6A-3.0171(6)(c), Florida Administrative Code.~~

~~7.6 — Issuance and Term of School Concurrency~~

~~(a) If the School District reviews a development project application and determines that sufficient capacity is available at the adopted LOS to necessitate the students projected to be generated from the development project, the School District shall issue a School Capacity Availability Determination Letter indicating that adequate school facilities exist to support the student impacts. Issuance of a determination letter identifying that adequate capacity exists indicates only that school facilities are currently available, and does not guarantee that school facilities will be available at the time of any subsequent concurrency review.~~

~~(b) The Local Government shall not vest approval of a residential development until receiving confirmation of available school capacity from the School District and the payment of school impact fees. Local government vesting of school concurrency for a residential development shall be valid for one (1) year after approval. This approval may be extended by the local government for up to a total of five (5) years, provided that the applicant signs a waiver of rights for the refund of school impact fees in exchange for the extension of the approval.~~

~~(c) The Local Government shall notify the School District within 10 (ten) days of vesting school concurrency for any residential development.~~

~~(d) The Local Government shall not issue a building permit or its functional equivalent for a residential development until receiving confirmation of available school capacity from the School District and the payment of school impact fees. Once the permit is issued, school concurrency vesting for the permitted residential development shall be considered valid as long as the building permit or its functional equivalent is active.~~

~~(e) The payment of school impact fees shall occur prior to the vesting of a residential development, or portion thereof.~~

~~(f) If the student impacts from a proposed development would cause the adopted Level of Service to be exceeded, the determination letter shall detail why the development is not in compliance, and the School District shall offer the applicant the opportunity to enter into the ninety (90) day negotiation period as described below.~~

~~7.6 — Proportionate Share Mitigation~~

~~(a) In the event that there is not adequate capacity available to support a development, the School Board may entertain proportionate share mitigation options and, if accepted, shall enter into an~~

~~enforceable and binding agreement with the developer and the local government to mitigate the impact from the development through the creation of additional school capacity.~~

~~(b) When the student impacts from a proposed development would cause the adopted Level of Service to fail the developer's proportionate share mitigation for the development will be based on the number of additional student stations necessary to meet the stabled level of service. The amount to be paid will be calculated utilizing the cost per student station allocations for elementary, middle and high school, as established by the Florida Department of Education, plus a share of the land acquisition and infrastructure expenditures for school site as determined and published annually in the School District's Five Year Capital Facilities Plan. The methodology used to calculate a developer's proportionate share mitigation shall be as follows:~~

$$\text{Proportionate Share} = (\text{Development students}^{\text{a}} - \text{Available Capacity}) \times \text{Total Cost}^{\text{†}} \text{ per student station}$$

~~NOTES:~~

~~^aDevelopment students = Students generated by development that are assigned to that school.~~

~~[†]Total Cost = the cost per student station as determined and published by the State of Florida, plus a share of the land acquisition and infrastructure expenditures for school sites as determined and published annually in the School District's Five-Year Capital Facilities Plan.~~

~~(c) The applicant shall be allowed to enter a ninety (90) day negotiation period with the School District in an effort to mitigate the impact from the development through the creation of additional school capacity. Upon identification and acceptance of a mitigation option deemed financially feasible by the School Board, the developer shall enter into a binding and enforceable agreement with the School Board and the local government with jurisdiction over the approval of the development order.~~

~~(d) A Mitigation contribution provided by a developer to offset the impact of a residential development must be directed by the School Board toward a school capacity project identified in the School District's Five Year Capital Facility Plan. Capacity projects identified within the first three (3) years of the Five Year Capital Facility Plan shall be considered as committed.~~

~~1. If capacity projects are planned in years four (4) or five (5) of the School District's Five Year Capital Facility Plan within the same SCSA as the proposed residential development, the developer may pay his proportionate share to mitigate the proposed development in accordance with the formula provided in Section 7.7(b)(1).~~

~~2. If a capacity projects does not exist in the School District's Five Year Capital Facility Plan, the School Board may add a capacity project to satisfy the impacts from a proposed residential development, as long as financial feasibility of the five Year Capital Facilities Plan can be maintained. Mitigation options may include, but are not limited to:~~

- ~~i. Contribution of land in conjunction with the provision of additional school capacity;~~
- ~~ii. Provision of additional student stations through the donation of buildings for use as a primary or alternative learning facility; or~~
- ~~iii. Provision of additional student stations through the renovation of existing buildings for use as learning facilities; or~~
- ~~iv. Construction of permanent student stations or core capacity; or~~
- ~~v. Construction of a school in advance of the time set forth in the School District's Five Year Capital Facilities Plan.~~

~~(e) For mitigation options provided above, the costs associated with the identified mitigation shall be based on the estimated cost of the improvement on the date that the improvement is programmed for construction. Future costs will be calculated using estimated values at the time the mitigation is anticipated to commence.~~

~~1. The cost of the mitigation required by the developer shall be credited toward the payment of the school impact fee.~~

~~2. If the developer's required mitigation cost is greater than the school impact fees for the development, the difference between the developer's mitigation costs and the impact fee credit is the responsibility of the developer.~~

~~(f) Upon conclusion of the ninety (90) days negotiation period, a new School Capacity Availability Determination Letter shall be issued identifying whether or not capacity has been identified to serve the development. If mitigation has been agreed to, the School District shall identify in the School Capacity Availability Determination Letter that adequate capacity is available for the development, subject to those mitigation measures agreed to by the local government, developer and the School Board. Prior to vesting approval of the School Capacity Availability Determination Letter, the mitigation measures shall be memorialized in an enforceable and binding agreement, with the local government, the School Board and the developer, and impact fees must be paid. The mitigation agreement shall specifically detail mitigation provisions, identify the capacity project, indicate the financial contribution to be paid by the developer, provide a method of surety in form of a bond or letter of credit in the amount of the contribution, and include any relevant terms and conditions. If mitigation is not agreed to, the Determination Letter shall detail why any mitigation proposals were rejected and detail why the development is not in compliance with school concurrency requirements.~~

~~7.7 Appeal Process~~

~~(a) A person substantially affected by a School District's adequate capacity determination made as a part of the School Concurrency Process may appeal such determination through the process provided in Chapter 120, F.S. A School Capacity Determination Letter indicating either that~~

~~adequate capacity is available, or that there is no available capacity following the ninety (90) day negotiation period as described in Section 7.7 of this Agreement, constitutes final agency action by the School District for purposes of Chapter 120 F.S.~~

~~(b) A person substantially affected by a local government decision made as part of the School Concurrence Process may appeal such decision using the process identified in the local governments' regulations for appeal of development orders. This shall not apply to any decision subject to section (a) above.~~

Section 8 4. Local Planning Agency, Comprehensive Plan Amendments, Rezoning, and Development Approvals

84.1 The County, Cities, and Town will include a nonvoting representative appointed by the School Board on the local planning agency (LPA), or equivalent agencies, to attend or provide comments at those meetings at which the agencies consider comprehensive plan amendments and rezoning that would, if approved, increase residential density on the property that is the subject of the application. The County, Cities and Town may at their discretion grant voting status to the School Board member.

84.2 The County will include a voting School Board representative on its Development Review Committee to attend and provide comments to site plan, subdivision plat and other development reviews that are presented to the Development Review Committee.

84.3 The County, Cities, and Towns agrees to give the School Board notification of comprehensive plan amendments, rezoning, and development proposals pending before them that may affect student enrollment. Within 15 business days after notification by the local government, the School Board will advise the local government of the school enrollment impacts anticipated to result from the proposed land use application or development proposal, and whether sufficient capacity exists or is planned to accommodate the impacts. School capacity will be reported consistent with State requirements for educational facilities, ~~this Agreement and the public school facility elements of each jurisdiction's comprehensive plan.~~

84.4 In reviewing and approving comprehensive plan amendments, rezoning and development proposals, the County, Cities and Towns will consider the following:

- (a) School Board comments;
- (b) Available school capacity or planned improvements to increase school capacity;
- (c) The provisions of school sites and facilities within planned neighborhoods;
- (d) Compatibility of land uses adjacent to existing schools and reserved school sites;
- (e) The co-location of parks, recreation and neighborhood facilities with school sites;

- (f) The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks for safe access;
- (g) Traffic circulation plans which serve schools and the surrounding neighborhood;
- (h) The provision of off-site signalization, signage, access improvements, and sidewalks to serve schools; and
- (i) The inclusion of school bus stops and turnarounds.

84.5 If sufficient capacity is not available or planned to serve the development at the time of impact, the School Board, local government, and developer will collaborate to find means to ensure sufficient capacity will exist at the time of impact to accommodate the development, such as, developer contributions, project phasing, or developer provided facility improvements.

Section 9-5. Co-location and Shared Use

95.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

95.2 A separate agreement will be developed for each instance of co-location and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

Section 10 6. Resolution of Disputes

~~106.1~~ If the parties to this agreement are unable to resolve any issue covered in this agreement in which they may be in disagreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

Section 11 7. Oversight Process

~~11 7.1~~ Annually, the Staff Working Group shall prepare a written report regarding the implementation of this Agreement including the activities of the past year, which will be distributed to all parties hereto and presented at a public meeting of the School Board. The purpose of the public meeting is to provide the public with an opportunity to participate and comment on the implementation of this Agreement. Notice in a local newspaper of general circulation specifically indicating the purpose of the meeting will be provided at least 15 days prior such meeting.

IN WITNESS WHEREOF, this Amended Interlocal Agreement has been executed by and on behalf of Putnam County, the Cities of Crescent City and Palatka, the Towns of Interlachen, Pomona Park and Welaka, and the School Board of Putnam County of this _____ day of _____, ~~2008~~13.

ATTEST:

Chairman, School Board

Date: _____

Chairman, Board of County Commissioners

Date: _____

Mayor, City of Crescent City

Date: _____

Mayor, City of Palatka

Date: _____

Mayor, Town of Interlachen

Date: _____

Mayor, Town of Pomona Park

Date: _____

Mayor, Town of Welaka

Date: _____

Agenda Item

3g



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution 2013-10-7 accepting a Purchase and Sale Agreement and Deposit Receipt for vacant property on S. 11th Street owned by the City of Palatka and authorize the City Manager and City Clerk to execute it on behalf of the City

SUMMARY:

The City Commission previously authorized the marketing and sale of property previously identified by City staff as underperforming or surplus property which could be sold as the property was not identified as having a future useful use. The City issued an RFQ for professional real estate services and selected Coldwell Banker Commercial Ben Bates, Inc. as the most responsive. The City entered into a Master Consulting Services Agreement with the firm and Mr. Mark Spaulding has been actively marketing our portfolio of property. The City has received an offer for one of the properties located on S. 11th Street, exhibit attached, from a Mr. Jeff Rawls of Palatka. Mr. Rawls owns the property directly adjacent to the subject property. Mr. Rawls has made a formal offer, which is attached, for the property in the amount of fourteen thousand dollars (\$14,000.00). Mr. Rawls is proposing to pay \$4,000 at closing and will pay the City \$2,500 per year for the next four years at a five percent (5%) interest rate. Mr. Rawls is proposing to clean and fence the property and potentially construct a new business on the property. The City will hold a note or mortgage on the property and it will become taxable.

RECOMMENDED ACTION:

Adopt Resolution 2013-10-9 accepting a Purchase and Sale Agreement and Deposit Receipt for vacant property on S. 11th Street owned by the City of Palatka and authorize the City Manager and CityClerk to execute it on behalf of the City

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Purchase and Sale Agreement	Backup Material
<input type="checkbox"/> Property Description	Backup Material

RESOLUTION No. 2013 – 10-7

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING
A PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT FOR
VACANT PROPERTY ON S. 11TH STREET OWNED BY THE CITY OF
PALATKA AND AUTHORIZE THE CITY MANAGER AND CITY CLERK
TO EXECUTE IT ON BEHALF OF THE CITY**

WHEREAS, the Palatka City Commission previously authorized the marketing and sale of a portfolio of property identified by City Staff as underperforming or “surplus” municipal property which was determined to not have a future useful purpose for the City; and

WHEREAS, the City issued a Request for Qualifications for professional real estate services to assist in marketing and selling the portfolio of property, and

WHEREAS, Coldwell Banker Commercial Ben Bates Inc. was selected as the broker and the City entered into a Master Consulting Service Agreement to provide real estate services; and

WHEREAS, the Coldwell Banker Commercial Ben Bates Inc. has been marketing the portfolio and has received a bona fide offer for one of the parcels located on S. 11th Street; and

WHEREAS, the buyer, Mr. Jeff Rawls of Palatka, FL, has submitted an offer to buy the property, clean it up and improve it by creating a new business on the property.

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

1. The Purchase and Sale Agreement and Deposit Receipt between the City of Palatka, FL and Mr. Jeff Rawls for sale of a vacant piece of property on S. 11th Street is hereby approved and adopted.
2. The City Manager and City Clerk are hereby authorized to execute the Agreement on behalf of the City of Palatka, FL.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: It's MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



REALTOR®

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PURCHASE AND SALE AGREEMENT AND DEPOSIT RECEIPT
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THE NORTHEAST FLORIDA ASSOCIATION OF REALTORS®, INC.



REALTOR®

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

7 PROPERTY DESCRIPTION:
8 (a) Street address, city, zip code: 0 5th 11th st Palatka FL
9 (b) Property is located in Putnam County, Florida. Real Property Tax ID No: 4210-27-680-200-0020
10 (c) Legal description of the Real Property (if lengthy, attach legal description):
11
12

13 The Property will be conveyed by statutory general warranty deed, trustee's, personal representative's or
14 guardian's deed as appropriate to the status of SELLER (unless otherwise required herein), subject to current
15 taxes, existing zoning (unless otherwise specified in paragraph 13), recorded restrictive covenants governing the
16 Property, and easements of record.

17 1. PURCHASE PRICE to be paid by BUYER is payable as follows:
18 (A) Binder deposit paid herewith, which will remain a binder until closing
19 unless sooner disbursed according to the provisions of this Agreement \$ 500.00
20 (B) Binder deposit due within ___ days after date of acceptance of this
21 Agreement \$
22 (C) Additional binder deposit due on or before ___ or
23 ___ days after date of acceptance of this Agreement \$
24 (D) Balance due at closing (not including BUYER's closing costs, prepaid
25 items or prorations) by cashiers, official or certified check or wire transfer \$
26 (E) Proceeds of a note and mortgage to be executed by BUYER to any
27 lender other than SELLER \$

28 (F) Proceeds of a note and mortgage to be executed by BUYER to SELLER \$ 10,000.00
29 (G) PURCHASE PRICE \$ 14000.00

30 (H) [] Purchase Price Based on Units (Complete only if purchase price will be based on a per unit
31 price instead of a fixed price). The unit used to determine the purchase price is [] acre [] square foot
32 [] other (specify: ___) prorating
33 areas of less than a full unit. The purchase price will be \$ ___ per unit and
34 adjusted at closing based on a calculation of the units of the Property as certified to BUYER and SELLER
35 by a Florida-licensed surveyor in accordance with Paragraph 12 of this Agreement. The following rights of
36 way and other areas within the Property will be excluded from the calculation of units:
37
38
39
40

41 **Escrow Agent Information (When the binder deposit(s) is held by an attorney or title insurance agency):**
42 Name: _____
43 Address: _____
44 Phone: _____ Fax: _____
45 E-mail: _____

46 2. **FINANCING INFORMATION:** BUYER intends to finance this transaction as follows: [] cash transaction
47 or with a loan without financing contingency, and therefore not contingent on financing; or [] with the
48 type of loan marked below with financing contingency.

49 (A) **APPLICATION:** Within _____ days (five (5) days if left blank) after date of acceptance of this
50 Agreement, BUYER will make application for mortgage loan(s) and pay lender for credit report(s).
51 BUYER will timely furnish any and all credit, employment, financial, and other information required by
52 lender. BUYER will pay for the appraisal at the earliest date allowed by law and will request the
53 Lender to order the appraisal without delay. BUYER hereby authorizes BUYER's lender to disclose
54 information regarding the status, progress and conditions of loan application and loan approval to
55 SELLER, SELLER's attorney, Broker(s) to this transaction, and settlement agent.
56 Unless the mortgage loan is approved within _____ days (forty-five (45) days if left blank) after date
57 of acceptance of this Agreement, hereinafter called Loan Approval Period, without contingencies
58 except those pertaining to the Property, BUYER and SELLER shall have five (5) days thereafter to:

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

61 If BUYER and SELLER do not extend the time for loan approval or terminate this Agreement within
62 said five (5) day period, this Agreement shall no longer be subject to a financing contingency. In this
63 event, neither party shall have a right to terminate this Agreement under this paragraph, the binder
64 deposit shall not be refundable because of BUYER's failure to obtain financing, and this Agreement
65 shall continue through the date of closing. As used in this paragraph, contingencies pertaining to the
66 Property include, but are not limited to, marketable title, wood-destroying organism inspection and
67 survey as required by this Agreement.

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

75 (C) [] **SELLER FINANCING.** If marked see applicable Addendum attached hereto and made a part of.

76 3. **LOSS, DAMAGE OR EMINENT DOMAIN:** SELLER shall bear the risk of loss to the Property until
77 closing. If any portion of the Property is materially damaged or altered by casualty before closing, or
78 SELLER negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent
79 domain proceedings, or if an eminent domain proceeding is initiated, SELLER will promptly notify BUYER
80 in writing. Either BUYER or SELLER may cancel this Agreement by written notice to the other within ten
81 (10) days from BUYER's receipt of SELLER's notification, failing which BUYER will close in accordance
82 with this Agreement and receive all payments made by the governmental authority or insurance company,
83 if any.

84 4. **PRORATIONS:** All taxes, rentals, and homeowners' association fees, solid waste collection/disposal fees,
85 stormwater fees, and Community Development District (CDD) fees will be prorated through day before
86 closing based on the most recent information available to the closing attorney/settlement agent using
87 the gross tax amount for tax prorations. The day of closing shall belong to BUYER. Any proration based
88 on an estimate shall be reparated at the request of either party upon receipt of the actual bill based on
89 the maximum discount available.

90 **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY UPON SELLER'S
91 CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE
92 OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR
93 PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD
94 RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
95 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

- 96 5. **BUYER WILL PAY:**
- 97 (A) CLOSING COSTS:
- | | | |
|-----|---|---|
| 98 | <input checked="" type="checkbox"/> Recording fees | <input type="checkbox"/> Closing attorney/settlement fee |
| 99 | <input checked="" type="checkbox"/> Intangible tax | <input checked="" type="checkbox"/> BUYER's courier fees |
| 100 | <input checked="" type="checkbox"/> Note stamps | <input type="checkbox"/> Mortgage origination charges |
| 101 | <input checked="" type="checkbox"/> Simultaneous mortgagee title insurance policy | <input type="checkbox"/> Mortgage insurance premium |
| 102 | <input type="checkbox"/> Title insurance endorsements | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 103 | <input type="checkbox"/> Appraisal fee | <input type="checkbox"/> Lender's administrative fee |
| 104 | <input type="checkbox"/> Credit report (s) | <input type="checkbox"/> Lender's flood certification fees |
| 105 | <input type="checkbox"/> Tax service fee | <input type="checkbox"/> Mortgage transfer and assumption charges |
| 106 | <input type="checkbox"/> Inspection fee(s) | <input type="checkbox"/> Title search |
| 107 | <input type="checkbox"/> Real estate brokerage fee _____ | |
| 108 | <input checked="" type="checkbox"/> Survey | |
| 109 | <input type="checkbox"/> Other _____ | |
- 110 (B) All other charges required by BUYER's lender(s) in connection with the BUYER's loan(s), unless
- 111 prohibited by law or regulation.
- 112 (C) Condominium and homeowners' association transfer and statement fees and capital contributions if
- 113 applicable.
- 114 (D) PREPAIDS: Prepaid hazard, flood and wind insurance, taxes, interest and mortgage insurance
- 115 premiums required by the lender.

- 116 6. **SELLER WILL PAY:**
- 117 (A) CLOSING COSTS:
- | | | |
|-----|---|--|
| 118 | <input checked="" type="checkbox"/> Deed stamps | <input type="checkbox"/> Title insurance endorsements |
| 119 | <input checked="" type="checkbox"/> Owner's title insurance policy | <input type="checkbox"/> Lender's flood certification fees |
| 120 | <input type="checkbox"/> Title search | <input type="checkbox"/> Mortgage discount not to exceed _____ |
| 121 | <input type="checkbox"/> Closing attorney/Settlement fee | <input type="checkbox"/> Appraisal fee |
| 122 | <input checked="" type="checkbox"/> Real estate brokerage fee | <input type="checkbox"/> Tax service fee |
| 123 | <input type="checkbox"/> Survey | <input type="checkbox"/> Lender's administrative fee |
| 124 | <input type="checkbox"/> Satisfaction of mortgage and recording fee | <input type="checkbox"/> SELLER's courier fees |
| 125 | <input type="checkbox"/> Other _____ | |
- 126 (B) All other charges required by BUYER's lender(s) in connection with the BUYER's loan(s) which
- 127 BUYER is prohibited from paying by law or regulation.
- 128 (C) If SELLER agrees to pay any amount toward BUYER's closing costs and/or prepaids, SELLER shall
- 129 be obligated to pay **only those costs marked in paragraph 5(A)** and those specified in paragraphs
- 130 5(B), 5(C) and 5(D) upon closing.
- 131 (D) All mortgage payments, homeowners' association fees and assessments, Community Development
- 132 District and government special assessments due and payable shall be paid current at SELLER's
- 133 expense at the time of closing.
- 134 (E) Public Body Special Assessments. At closing, SELLER will pay: (i) the full amount of liens imposed by
- 135 a public body ("public body" does not include a homeowners' association) that are certified, confirmed
- 136 and ratified before the date of closing; and (ii) the amount of the public body's most recent estimate or
- 137 assessment for an improvement which is substantially completed as of date of acceptance of this
- 138 Agreement but that has not resulted in a lien being imposed on the Property before closing. BUYER
- 139 will pay all other public body special assessments.
- 140 If public body special assessments may be paid in installments (CHECK ONE)
- 141 BUYER shall pay installments due after date of closing.
- 142 SELLER will pay the assessment in full prior to or at the time of closing.
- 143 **IF NEITHER BOX IS CHECKED, THEN BUYER SHALL PAY INSTALLMENTS DUE AFTER DATE**
- 144 **OF CLOSING. This paragraph 6(E) shall not apply to liens imposed by a Community**
- 145 **Development District created by Florida Statutes 190. The special benefit tax assessment**
- 146 **imposed by a Community Development District shall be treated as an ad valorem tax.**
- 147 (F) FIRPTA Tax Withholding: If SELLER is a "foreign person" as defined by the Foreign Investment in
- 148 Real Property Tax Act, the parties shall comply with the Act.

- 149 7. **DEFAULT:**
- 150 (A) If BUYER defaults under this Agreement, all binder deposit(s) paid and agreed to be paid (after
- 151 deduction of unpaid closing costs incurred except inspection fee(s), credit report and appraisal fees)
- 152 will be retained by SELLER as agreed upon liquidated damages, consideration for the execution of
- 153 this Agreement and in full settlement of any claims. BUYER and SELLER will then be relieved of all
- 154 obligations to each other under this Agreement except any indemnity and hold harmless provisions in

155 this Agreement shall survive any termination of this Agreement.
156 (B) If SELLER defaults under this Agreement, BUYER may either: (i) seek specific performance; or (ii)
157 elect to receive the return of BUYER's binder deposit(s) without thereby waiving any action for
158 damages resulting from SELLER's default.
159 (C) Binder deposit(s) retained by SELLER as liquidated damages will be distributed pursuant to the terms
160 of the listing agreement or this Agreement.

161 8. **NON-DEFAULT PAYMENT OF EXPENSES:**

162 (A) If BUYER fails to perform, but is not in default, all loan and sale processing and closing costs
163 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of
164 BUYER with costs deducted from the binder deposit(s) and the remainder of the binder deposit(s)
165 shall be returned to BUYER. This will include but not be limited to the transaction not closing because
166 BUYER does not obtain the required financing as provided in this Agreement or BUYER invokes
167 BUYER's right to terminate under any contingency in this Agreement; however if Buyer elects to
168 terminate this Agreement pursuant to paragraph 2(B), each party will be responsible for all loan and
169 sale processing costs specified to be paid by that party.
170 (B) If SELLER fails to perform, but is not in default, all loan and sale processing and closing costs
171 incurred, whether the same were to be paid by BUYER or SELLER, will be the responsibility of
172 SELLER, and BUYER will be entitled to the return of the binder deposit(s). This will include the
173 transaction not closing because SELLER elects not to pay for the amount in excess of the amounts in
174 paragraphs 3, 6, and 15 (with respect to repairs, replacements and treatment), or because the zoning
175 is not as required in paragraph 13, or because SELLER cannot deliver marketable title (but shall not
176 include failure to appraise).

177 9. **BINDER DISPUTE, WAIVER OF JURY TRIAL AND ATTORNEY FEES:**

178 (A) In the event of a dispute between BUYER and SELLER as to entitlement to the binder deposit(s), the
179 holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to
180 determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall
181 be deducted and paid from the binder deposit(s) and assessed against the non-prevailing party, or the
182 broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from
183 the Florida Division of Real Estate. In either event, BUYER and SELLER agree to be bound thereby,
184 and shall indemnify and hold harmless the holder of the binder deposit(s) from all costs, attorney's
185 fees and damages upon disbursement in accordance therewith.
186 (B) All controversies and claims between BUYER, SELLER or Broker, directly or indirectly, arising out of
187 or relating to this Agreement or this transaction will be determined by non-jury trial. BUYER, SELLER
188 and Broker, jointly and severally, knowingly, voluntarily and intentionally waive any and all rights to a
189 trial by jury in any litigation, action or proceeding involving BUYER, SELLER or Broker, whether
190 arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will
191 be liable for their own costs and attorney's fees except for interpleader's attorney's fees and costs
192 which shall be payable as set forth in paragraph 9 (A).

193 10. **TITLE EXAMINATION AND DATE OF CLOSING:**

194 (A) If title evidence and survey, as specified below, show SELLER is vested with marketable title,
195 including legal access, the transaction will be closed and the deed and other closing papers delivered
196 on or before [X] Oct 30 2013 [] _____ days after date of acceptance of this
197 Agreement, unless extended by other conditions of this Agreement. Marketable title means title which
198 a Florida title insurer will insure as marketable at its regular rates and subject only to matters to be
199 cured at closing and the usual exceptions such as survey, current taxes, zoning ordinances,
200 covenants, restrictions and easements of record. From the date of acceptance of this Agreement
201 through closing, SELLER will not take or allow any action to be taken that alters or changes the status
202 of title to the Property.
203 (B) Extension of Date of Closing
204 If closing cannot occur by the date of closing due to Truth In Lending Act (TILA) disclosure
205 requirements, the date of closing shall be extended for the period necessary to satisfy TILA disclosure
206 requirements, not to exceed seven (7) business days.
207 If extreme weather or other condition or event constituting acts of God causes (i) disruption of
208 services essential to the closing process or (ii) unavailability of hazard, flood or wind insurance prior to
209 closing, the date of closing will be extended for up to five (5) days after restoration of services
210 essential to the closing process and availability of applicable insurance. If (i) or (ii) continues for more
211 than thirty (30) days beyond the date of closing, BUYER or SELLER may terminate this Agreement by
212 delivering written notice to the other party.

213 (C) If title evidence or survey reveals any defects which render the title unmarketable, BUYER or closing
214 agent will have five (5) days from receipt of title commitment and survey to notify SELLER of such title
215 defects. SELLER agrees to use reasonable diligence to cure such defects at SELLER's expense and
216 will have thirty (30) days to do so, in which event this transaction will be closed within ten (10) days
217 after delivery to BUYER of evidence that such defects have been cured but not sooner than the date
218 of closing. SELLER agrees to pay for and discharge all due and delinquent taxes, liens and other
219 monetary encumbrances, unless otherwise agreed. If SELLER is unable to convey to BUYER
220 marketable title, BUYER will have the right to terminate this Agreement or to accept such title as
221 SELLER may be able to convey, and to close this transaction upon the terms stated herein, which
222 election will be exercised within ten (10) days after BUYER's receipt of SELLER's written notice of
223 SELLER's inability to cure.
224 (D) If title evidence or survey reveals any matters unacceptable to BUYER, BUYER will have five (5) days
225 from receipt of title commitment and survey to notify SELLER of such unacceptable matters. If SELLER
226 agrees to cure unacceptable matters, SELLER will use reasonable diligence to do so at SELLER's
227 expense and will have thirty (30) days to do so, in which event this transaction will be closed within ten
228 (10) days after delivery to BUYER of evidence that such unacceptable matters have been cured, but
229 not sooner than otherwise required herein. If SELLER elects to not cure or is unable to cure
230 unacceptable matters, BUYER will have the right to terminate this Agreement, at the same time
231 returning to SELLER all title evidence and surveys received from SELLER, or BUYER will have the
232 right to accept such title as SELLER may be able to convey, and to close this transaction upon the
233 terms stated herein, which election will be exercised within ten (10) days after BUYER's receipt of
234 SELLER's written notice of SELLER's inability or unwillingness to cure.

235 11. **TITLE EVIDENCE:** Mark to designate the party responsible to provide title commitment.
236 **SELLER to provide:** Within _____ days (twenty (20) days if left blank) after date of acceptance of this
237 Agreement, SELLER will deliver to BUYER a title insurance commitment for an owner's policy in the
238 amount of the purchase price, together with legible copies of all Schedule B-II title exceptions. Subject to
239 paragraph 10(C) above, any expense of curing title defects such as but not limited to legal fees, discharge
240 of liens and recording fees will be paid by SELLER. If requested, SELLER will also provide (at BUYER's
241 expense) at or prior to closing a simultaneous title insurance commitment for a mortgage policy.
242 **BUYER to obtain:** During the Inspection Period BUYER shall obtain and deliver a copy to SELLER:
243 Title insurance commitment for an owner's policy in the amount of the purchase price, together with
244 legible copies of all Schedule B-I requirements and B-II exceptions and/or Title insurance commitment
245 for mortgage policy in the amount of the new mortgage together with legible copies of all Schedule B-1
246 requirements and B-II exceptions. Subject to paragraph 10(B) above, any expense of curing title defects
247 such as but not limited to legal fees, discharge of liens and recording fees will be paid by SELLER. From
248 date of acceptance of this Agreement to closing, SELLER will not take or allow any action to be taken that
249 alters or changes the status of title to the Property.

250 12. **SURVEY:** Mark to designate the party responsible to provide survey.
251 **SELLER to provide:** Within _____ days (twenty (20) days if left blank) after date of acceptance of this
252 Agreement, SELLER will deliver to BUYER: A new staked boundary survey of the Property dated
253 within three (3) months of closing showing all improvements, certified to SELLER, BUYER, lender, and the
254 title insurer. A copy of a previously made survey of the Property showing all existing improvements.
255 No survey is required. If a surveyor's flood elevation certificate is required, BUYER shall pay for it.
256 **BUYER to obtain:** During the Inspection Period BUYER may obtain, and if obtained shall deliver a
257 copy to SELLER, a new staked survey of the Property dated within three (3) months of closing showing all
258 improvements, certified to SELLER, BUYER, lender, and the title insurer. Upon receipt of the title
259 insurance commitment, the party providing the boundary survey shall provide a copy of the title insurance
260 commitment together with all Schedule B-II title exceptions to the surveyor for inclusion on the survey.
261 Any costs associated therewith shall be paid by the party paying for the boundary survey. The cost and
262 expense of the boundary survey shall be paid for by the party designated in paragraph 5 or 6 of this
263 Agreement. Any survey services other than for the boundary survey and title exceptions inclusion shall be
264 paid for by BUYER, such as but not limited to, wetlands delineation, topographical or tree survey. If the
265 purchase price is based on a per unit price instead of a fixed price, the survey shall be obtained and shall
266 provide and certify the unit calculation needed pursuant to paragraph 1(H).

267 13. **ZONING, RESTRICTIONS, CONCURRENCY, UTILITIES, AND INTENDED USE:** BUYER will have the
268 Inspection Period, if applicable, to determine and verify: (i) the zoning and any proposed zoning changes
269 for the Property, (ii) whether there are any subdivision, deed or other restrictions affecting the Property,
270 (iii) the status of any moratorium on the Property, (iv) the availability of concurrency for the Property,

271 (v) the availability of utilities, (vi) whether the Property can be legally used for BUYER's intended use, or
272 (vii) any other matter that could prevent BUYER's intended use of the Property at the time of closing.
273 Neither BUYER nor SELLER may initiate any change to any of the foregoing prior to closing without the
274 written consent of the other party. SELLER warrants and represents that there is ingress and egress to
275 and from the Property sufficient for its current use.

276 14. **PROPERTY DISCLOSURE:** SELLER does hereby represent that SELLER has legal authority and
277 capacity to convey the Property. SELLER further represents that the Property is not now and will not be
278 prior to date of closing subject to a municipal or county code enforcement proceeding and that no citation
279 has been issued **except:** _____
280 If the Property is or becomes subject to such a proceeding prior to date of closing, SELLER shall comply
281 with Florida Statutes 125.69 and 162.06; notwithstanding anything contained within said Statutes,
282 SELLER shall be responsible for compliance with applicable code and all orders issued in such
283 proceeding unless otherwise agreed herein.

284 15. **MAINTENANCE, INSPECTION AND REPAIR:**

285 (A) **Maintenance.** SELLER will maintain the Property in its present condition until closing, except for
286 normal wear and tear, and SELLER will not engage in or permit any activity that would materially alter
287 the Property's condition without the BUYER's prior written consent.

288 (B) **Inspection of the Property. Mark (i) or (ii) below to designate whether an Inspection Period**
289 **applies. If not marked, the Inspection Period DOES NOT apply.**

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

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

309 If BUYER is not satisfied, in BUYER's sole and absolute discretion, with the Property for any reason or
310 for no reason, then prior to the expiration of the Inspection Period, BUYER may give written notice of
311 BUYER's election to terminate this Agreement, in which event the deposit(s) shall be returned to the
312 BUYER and the parties hereto shall be discharged from their obligations hereunder except as provided
313 in this paragraph and paragraphs 8 and 19 of this Agreement.

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

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

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

327 Upon expiration of the Inspection Period, if BUYER has not terminated this Agreement, the deposit(s)
328 shall become NON-REFUNDABLE and, if BUYER fails to close for any reason other than SELLER's

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

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

338 (C) **Broker's Notice:** Neither the Listing Broker nor Selling Broker warrants the condition, size or square
339 footage of the Property and neither is liable to BUYER or SELLER in any manner whatsoever for any
340 claim, loss or damage regarding same. BUYER and SELLER hereby release and hold harmless said
341 Brokers and their licensees from any claim, loss or damage arising out of or occurring with respect to
342 the condition, size or square footage of the Property. Brokers shall not be liable for the performance by
343 any provider of services or products recommended by Brokers. Such recommendations are made as a
344 courtesy. BUYER and SELLER may select their own providers of services or products.

345 16. **PROPERTY INCLUDES:** Included in the purchase price are all (if any) fencing, trees, timber, fill dirt,
346 minerals, all as now existing or installed on the Property, and these additional items: _____
347 _____
348 _____

349 17. **ADDENDA/RIDERS/DISCLOSURES:**

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

351 [] Homeowners' Association/Community Disclosure

352 [] Coastal Construction Control Line Disclosure

353 [] Other (Specify here) _____
354 _____

355 **ADDITIONAL TERMS AND CONDITIONS:** *Buyer acknowledges that Marc*
356 *G. Spalding has not shown the property to him*
357 _____
358 _____
359 _____
360 _____
361 _____
362 _____
363 _____
364 _____
365 _____
366 _____

367 18. **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.**

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

371 (B) [] **SUBSURFACE AND ENVIRONMENTAL REPRESENTATIONS.** SELLER makes the following
372 representations concerning the environmental condition of the Property and the Subsurface Condition of
373 the Property. These representations shall survive closing.

374 (i) Subsurface Conditions. SELLER hereby represents to BUYER that, to the best of SELLER's
375 knowledge: (a) there are no man-made adverse physical conditions on or under any portion of the
376 Property, including, without limitation, buried debris, human burials or remains, archaeological sites,

377 landfills of any type or hazardous wastes, and that the Property has not at any time been used for any
378 such purpose; and (b) there are no other adverse physical conditions on or under any portion of the
379 Property, including, without limitation, muck, fault lines, sinkholes or other geological conditions or soil
380 conditions adverse to construction purposes ("Subsurface Conditions").
381 (ii) SELLER hereby represents to BUYER that, to the best of SELLER's knowledge: (a) the Property
382 and all uses of the Property have been, and presently are, in compliance with all federal, state, and
383 local environmental laws; (b) no hazardous substances have been generated, stored, treated, or
384 transferred on the Property, except as specifically disclosed to BUYER or permitted under
385 environmental law; (c) SELLER has no knowledge of any spill or environmental law violation on any
386 property contiguous to the Property; (d) SELLER has not received or otherwise obtained knowledge of
387 any spill or contamination on the Property, any existing or threatened environmental lien against the
388 Property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances
389 on the Property; and (e) SELLER has all permits necessary for any activity and operations currently
390 being conducted on the Property and such permits are in full force and effect.

391 19. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** BUYER and SELLER acknowledge
392 receipt of a copy of this Agreement. Except for brokerage agreements, all parties agree that the terms of
393 this Agreement constitute the entire agreement between them and that they have not received or relied on
394 any representations by Brokers or any material regarding the Property including, but not limited to, listing
395 information, that are not expressed in this Agreement. **No prior or present agreements or**
396 **representations will bind BUYER, SELLER or Brokers unless incorporated into this Agreement.**
397 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to
398 be bound. Signatures and initials to this Agreement and modifications to this Agreement communicated by
399 facsimile or electronically (including "PDF"), will be considered as original provided the transmission
400 includes a signed counterpart of the Agreement or modification with physical signature of sending party.
401 Headings are for reference only and shall not be deemed to control interpretations. If any provision of this
402 Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
403 effective. Neither this Agreement nor any memorandum hereof will be recorded in any public records.

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

409 TIME IS OF THE ESSENCE IN THIS AGREEMENT. As used in this Agreement, "days" means calendar
410 days. Any time periods herein, other than the time of acceptance, which end on a Saturday, Sunday, or
411 State holiday shall extend to the next day which is not a Saturday, Sunday or State holiday. All references
412 to a date other than the date of acceptance shall be 7:00 p.m. Eastern Time (ET).
413 **If this Agreement is not understood, BUYER and SELLER should seek competent legal advice.**

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

420 If to BUYER, at the address or fax number hereinafter set forth, with a copy to Selling
421 Broker, at the address or fax number hereinafter set forth.

422 If to SELLER, at the address or fax number hereinafter set forth, with a copy to Listing
423 Broker, at the address or fax number hereinafter set forth.

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

432 21. **ASSIGNMENT:** Mark appropriate assignment provision. If left blank, this Agreement is NOT assignable
433 by BUYER.

434 [] BUYER may not assign this Agreement without SELLER's written consent which may be withheld in

435 SELLER's sole and absolute discretion, provided, however, BUYER may assign without SELLER's consent
436 to an entity in which BUYER directly owns a majority or controlling interest or as follows: _____
437 _____
438 _____

439 [] BUYER may assign this Agreement without SELLER's consent.

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

448 23. **ESCROW DISCLOSURE:** BUYER and SELLER agree that Broker (if escrow agent) may place escrow
449 funds in an interest bearing account pursuant to the rules and regulations of the Florida Real Estate
450 Commission and retain any interest earned as the cost associated with maintenance of said escrow.

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

453 25. **1031 EXCHANGE:** BUYER or SELLER may elect to effect a tax-deferred exchange under Internal
454 Revenue Service Code Section 1031(which shall not delay the closing), in which event BUYER and
455 SELLER agree to sign documents required to effect the exchange, provided the non-exchanging party
456 shall not incur any costs, fees or liability as a result of or in connection with the exchange.

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

460 27. **TIME OF ACCEPTANCE:** IF THIS OFFER IS NOT SIGNED BY BUYER AND SELLER AND DELIVERED
461 TO BUYER AND SELLER OR THEIR RESPECTIVE BROKER (INCLUDING BY FAX AND
462 ELECTRONICALLY") ON OR BEFORE 2:01 [] A.M. [X] P.M. 9-30-13 (DATE), THIS
463 OFFER WILL TERMINATE. THE TIME FOR ACCEPTANCE OF ANY COUNTER OFFER SHALL BE
464 _____ HOURS (FORTY EIGHT (48) HOURS IF LEFT BLANK) FROM THE TIME THE
465 COUNTER OFFER IS DELIVERED.

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

469 _____ 9-16-13 _____
470 BUYER DATE SELLER DATE

471 _____
472 BUYER DATE SELLER DATE

473 **BUYER's INFORMATION:**

474 _____
475 BUYER's Mailing Address

476 _____
477 BUYER's Home Phone # BUYER's Work Phone #

478 _____
479 BUYER's Fax #

480 **SELLER's INFORMATION:**

481 _____
482 SELLER's Mailing Address

483 _____
484 SELLER's Home Phone # SELLER's Work Phone #

485 _____
486 SELLER's Fax #
487

488 Broker, by signature below, acknowledges receipt of \$ 500⁰⁰ [] cash [X] check as
489 the binder deposit specified in paragraph 1(A) of this Agreement. It will be deposited and held in escrow pending
490 disbursement according to the terms hereof, together with any additional binder deposit(s) escrowed by the
491 terms of this Agreement.

492 Marc G. Spalding Agent
493 Coldwell Banker Ben Bates Inc.
494 Company By Title

END OF PURCHASE AND SALE AGREEMENT

495 **Broker joins in this Agreement to evidence Broker's consent to be bound by the provisions of paragraph**
496 **9 above.**

497 Coldwell Banker Ben Bates Inc
498 Firm Name of Listing Broker

Coldwell Banker Ben Bates Inc
Firm Name of Selling Broker

499 328-6716
500 Phone for Listing Broker

328-6716
Phone for Selling Broker

501 By: Marc G. Spalding
502 Authorized Licensee Signature

By: Marc G. Spalding
Authorized Licensee Signature

503 Marc G. Spalding
504 Printed Name of Listing Licensee

Marc G. Spalding
Printed Name of Selling Licensee

505 328-6716
506 Phone for Listing Licensee

328-6716
Phone for Selling Licensee



SELLER FINANCING ADDENDUM

COPYRIGHTED AND SUGGESTED FOR USE BY MEMBERS OF THE
NORTHEAST FLORIDA ASSOCIATION OF REALTORS, INC.



This Addendum is made by the undersigned BUYER and SELLER and is incorporated into and made a part of the Purchase and Sale Agreement and Deposit Receipt between BUYER and SELLER (the "Agreement"). This Addendum is referenced in the Agreement and pertains to the following Property:

5th 11th st. Palatka FL

As part of the purchase price in Paragraph 1, BUYER shall execute and deliver to SELLER at closing a promissory note from BUYER. The note shall be secured by a valid purchase money mortgage on the Property in the amount of \$ 10,000.00.

The interest rate shall be 5 % per annum and the amount shall be payable in monthly installments of:

- principal and interest of \$ 230.29 per month amortized over 48 months; or
- interest only of \$ _____ per month, with the entire principal balance and accrued interest due on or before _____.

This is is not a balloon mortgage. Taxes and insurance shall shall not be escrowed.

Privilege of prepayment does apply does not apply.

There will be a 5% late charge on any installment not received within ten (10) days of its due date.

The mortgage will be due on sale not due on sale of the Property assumable with lender's approval.

Within _____ days (five (5) if left blank) after the date of acceptance of this Agreement, BUYER will furnish all credit, employment, and financial information reasonably required by SELLER. Unless SELLER delivers a written notice to BUYER declining to make the loan within five (5) days after receipt of aforesaid information, SELLER shall be deemed to have agreed to make the purchase money mortgage. The Purchase and Sale Agreement is not assignable without written consent of SELLER unless BUYER removes this SELLER FINANCING ADDENDUM.

[Signature]
BUYER

9-16-13
DATE

BUYER

DATE

SELLER

DATE

SELLER

DATE

SFA

VACANT LAND ADDENDUM
TO CONTRACT FOR PURCHASE & SALE AGREEMENT

This addendum to be part of the contract dated 9-16-13, between
Jeff Rowls the Buyer(s) and
City of Palisades Fl the Seller(s), on the
property described as the following: 0 5th 11th St.

AND IT IS FURTHER AGREED AS FOLLOWS:

Buyers are advised to obtain the necessary permit for and to comply with all governmental regulations pertaining to their intended use of the subject property to include all permits, etc., prior to closing.

Buyers are advised to check with appropriate Governmental Departments of Building and Zoning for any requirements necessary for present or future use of subject property including, not limited to, well and septic requirements, land use requirements, etc., prior to closing.

Buyers are advised to have a survey of the property as the measurements that are taken off the county plat maps, etc., are not always correct and the only way to ascertain correct measurements is by a current survey.

The real estate sign is placed in the approximate location of this property. Buyers are advised that only a survey can determine the exact location of this property.

Buyers have walked the property and are aware that there are no improvements on the property such as well, septic, and power pole, etc.

Neither party shall be deemed to be in default hereof until the party seeking to declare a default has given the other party five (5) days written notice (exclusive of weekends and holidays) of their intention to declare such a default, unless within such time said party remedies the listed matters which constitute the default.

This addendum, upon execution by both parties, is herewith made an integral part of the aforementioned Contract.

Date executed by Buyer: _____

9-16-13

Buyer

Buyer

Date executed by Seller: _____

Seller

Seller



BEN BATES, INC.
REALTOR®

3400 CRILL AVENUE, SUITE 1
PALATKA, FL 32177
BUS. (386) 328-6716
FAX (386) 328-0551

SURVEY WAIVER

The undersigned do hereby release Ben Bates, Inc. from any and all liability for not having a survey done prior to closing. Ben Bates, Inc. has advised us that it would be to our benefit to have one done, but we have chosen not to do so.

Witness

Seller Date

Witness

Seller Date

Witness

Buyer Date 9-16-13

Witness

Buyer Date



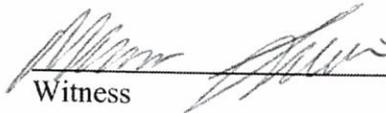


BEN BATES, INC.
REALTOR®

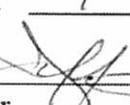
3400 CRILL AVENUE, SUITE 1
PALATKA, FL 32177
BUS. (386) 328-6716
FAX (386) 328-0551

ATTORNEY WAIVER

The undersigned do hereby release Ben Bates, Inc. from any and all liability for not having an attorney present at closing. Ben Bates, Inc. has advised me that it would be to my benefit to have an attorney present but I have chosen not to do so.



Witness

Date: 9-16-13


Buyer

Witness

Buyer

Date: _____

Witness

Seller

Witness

Seller

OR:

_____, attorney at law, will be representing me during this transaction.

Signature

Signature





ESTIMATED SALES EXPENSE



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PROPERTY 0.5th 11th St. DATE PREPARED 9-17-13
SELLER City of Palatka FL

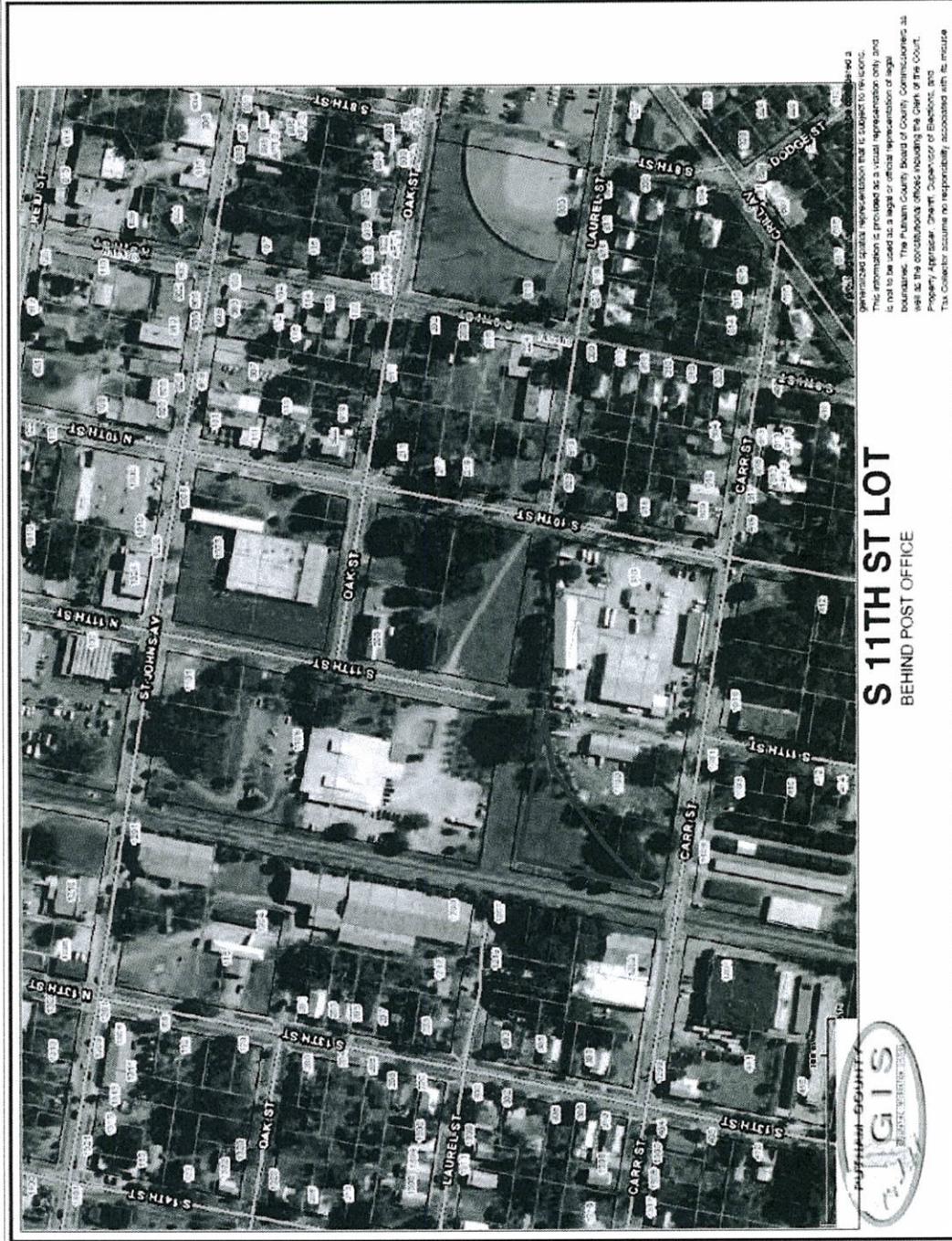
	CONV/USDA	FHA	VA	OTHER
SALES PRICE (A) \$	\$	\$	\$	\$ <u>14000.00</u>
ESTIMATED EXPENSES				
Deed Stamps @ .007 Times Sales Price				<u>98.00</u>
Owner's Title Insurance Policy				<u>300.00</u>
Title Search				
Closing Attorney/Settlement Fee			<u>To be determined</u>	
Real Estate Brokerage Fee				
Real Estate Broker Only Fee				<u>1400.00</u>
Survey				
Record Satisfaction of Mortgage				
Seller's Courier Fees				
Wood Destroying Organism Report				
One Year Home Warranty				
Title Insurance Endorsements				
Lender's Flood Certification Fees				
Mortgage Discount Points				
Appraisal Fee				
Tax Service Fee				
Repairs				
Seller Contribution Toward Buyer's Closing Cost and/or Prepays				
Condo Document Fees				
Other				<u>1798.00</u>
ESTIMATED CLOSING EXPENSES (B)				
Estimated Existing Mortgage ^{note} Balance(s) (C)				<u>19,000.00</u>
Estimated Accrued Interest (D)				
Estimated Tax Prorations (could be +/-) (E)				
Estimated CDD Prorations (could be +/-) (F)				
Estimated HOA/Condo Estoppel/Statement Fees (could be +/-) (G)				
Total Estimated Expenses ^{note} (B+C+D+/-E+/-F+/-G) (H)				<u>11,798.00</u>
ESTIMATED NET TO SELLER (A - minus H)				<u>2202.00</u>

THIS IS AN ESTIMATE ONLY. THIS NET MAY VARY DUE TO THE PRORATION OF RENTS, TAXES, CITY/COUNTY FEES, HOA/CONDO/CDD FEES, AND INTEREST ON EXISTING MORTGAGES. THIS NET IS ALSO BASED ON THE ASSUMPTION THAT THERE ARE NO OTHER OUTSTANDING LIENS OR ENCUMBRANCES AGAINST THE PROPERTY.

SELLER _____ DATE SIGNED _____
SELLER _____ DATE SIGNED _____

ESE

Name	S. 11TH St Lot
Address	N/A (Behind Post Office at dead end of S. 11 th St, fronting railroad)
Tax ID Number(s)	42-10-27-6850-2050-0020
Land Use/Zoning	Commercial intensive
Market Use	Undeveloped Land
Acreage	0.93
Property Appraiser Market Value	\$48,613
Real Estate Broker Estimated Value	\$19,000
Comments	Heavy commercial site (or industrial with rezoning and land use change). Fronts railroad, adjacent to Post Office



Agenda Item

3h



CITY COMMISSION AGENDA ITEM

SUBJECT:

Introduce Form 8B, Memorandum of Voting Conflict into the record, filed by Commissioner Mary Lawson Brown on a vote taken on July 11, 2013, - Consent Agenda Item 3(d)

SUMMARY:

Commissioner Brown declared the appearance of a voting conflict of interest on July 11, 2013 on Consent Agenda Item # 3(d) - Adoption of Resolution #2013-9-137 authorizing the execution of a brokerage agreement with Brown & Brown (Daytona) for Property/Casualty Agenda of Record. Commissioner Brown cited the reason for the appearance of a voting conflict as being that she is a member of the Florida Municipal Insurance Trust Board of Trustees, Brown & Brown's competitor.

RECOMMENDED ACTION:

Incorporate Form 8B into the minutes of the meeting.

ATTACHMENTS:

Description	Type
Form 8B - Memorandum of Voting Conflict 7/11/13	Exhibit

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Brown - Mary - Lawson	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Palatka City Commission
MAILING ADDRESS 201 N. 2nd Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Palatka, Putnam	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED July 11, 2013	NAME OF POLITICAL SUBDIVISION: City of Palatka
	MY POSITION IS:
	<input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Mary Lawson Brown, hereby disclose that on July 11, 2013:

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

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of Florida Municipal Insurance Trust, upon whose board of directors I sit, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

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

Consent Agenda item 3d - Adopt Resolution Number 2013-9-137 authorizing the execution of a brokerage agreement with Brown & Brown (Daytona) for Property/Casualty Agent of Record Services.

Nature of my conflicting interest: I am a member of the Florida Municipal Insurance Trust Board of Trustees - Brown & Brown is their competitor.

Date Filed

Mary Lawson Brown
Signature

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

Agenda Item

3i



CITY COMMISSION AGENDA ITEM

SUBJECT:

Introduce Form 8B, Memorandum of Voting Conflict into the record filed by Commissioner James Norwood, Jr. on vote taken August 28, 2013 - Agenda Item 3(a)

SUMMARY:

Commissioner Norwood declared the appearance of a voting conflict and recused himself from discussion and voting on Consent Agenda Item 3a, Adoption of Resolution Number 2013-9-152 authorizing the execution of LeHuu Partners, P.A. Supplemental W.O. #2 for design review and coordination services related to the proposed GP Wetlands Center, because he is an employee of G-P Corp.

RECOMMENDED ACTION:

Incorporate Form 8B, Memorandum of Voting conflict, into the minutes of the meeting.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Form 8B, Voting Conflict - J. Norwood 8/29/13	Exhibit

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Norwood - James	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Palatka City Commission
MAILING ADDRESS 201 N. 2nd Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY Palatka, Putnam	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED August 29, 2013	NAME OF POLITICAL SUBDIVISION: City of Palatka
MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, James Norwood, Jr., hereby disclose that on August 29, 2013;

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

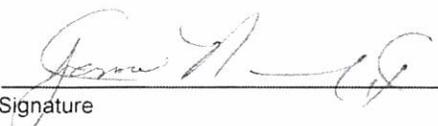
- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of Georgia Pacific Corporation who is my employer, by _____, whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

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

Consent Agenda item 3a - Adopt Resolution Number 2013-9-152 authorizing the execution of LeHuu Partners, P.A. Supplemental W.O. #2 for design review and coordination services related to the proposed GP Wetlands Center.

Nature of my conflicting interest: I am employed by Georgia Pacific Corporation.

Date Filed



Signature

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

Agenda Item

3j



CITY COMMISSION AGENDA ITEM

SUBJECT:

Set Halloween Trick or Treat Date and Time for Thursday, October 31, 2013 from 6:00 p.m. to 8:00 p.m.

SUMMARY:

October 31 is Halloween, which falls on Thursday night in 2013. Traditionally the City sets Halloween Trick or Treat hours on Halloween between the hours of 6:00 p.m. and 8:00 p.m. The Police Department has been consulted and has no other recommendation on any other date and times. Putnam County has also set Trick or Treat for county residents on October 31st.

RECOMMENDED ACTION:

Set Halloween Trick or Treat hours on Thursday, October 31, 20q3 from 6:00 p.m. to 8:00 p.m.

Agenda Item

4



AGENDA ITEM

SUBJECT: Approve the 2013 Building Improvement Grant (BIG) Program

DEPARTMENT: City Hall

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: The Economic Restructuring Committee is recommending revisions to the Building Improvement Grant to adjust to the changing needs of our redevelopment efforts. Over the years, this program has been utilized to address ADA compliance issues, modernization and upgrading of our building stock, creating new space and renovating space as a recruitment tool. All of these were worthwhile goals and we made a lot of progress on that front. We now find ourselves, in our recruiting efforts, in a position of having most, if not all of the tenant-ready space occupied. When vacated, our tenant-ready space is often rented again within a very short time. Our challenge is those spaces which require a relatively significant investment to get them tenant ready. The investment needed is often too much for perspective tenants to add to their start-up or moving costs. Our current approach is to wait for a tenant that can afford to improve the space or hope the property owner decides to reinvest in their property. The result is that many spaces remain empty year after year and the tenant-ready spaces change tenants but remain occupied. To get a new result, we want to try a new approach and modify our tools to meet this challenge. We have modified the Building Improvement Grant to apply to vacant spaces, specifically for retail and restaurant use, to get them tenant ready. Furthermore, as a recruitment tool, we want to incentivize the program for property owners by allowing rent subsidy as part of the match; as well as incentivizing the program for perspective tenants with lower rents during their startup phase. The Palatka Main Street of Directors agrees with the Economic Restructuring Committee and voted unanimously to forward the revised program to the CRA Board for approval.

RECOMMENDED ACTION: Approve 2013 Building Improvement Grant (BIG) Program

DEPARTMENT HEAD

Submitted:	Charles Rudd	Date: 9-27-13
Requested Agenda:	City Commission / CRA	Date: 10-10-13

FINANCE DEPARTMENT Budgeted Yes No N/A Date: _____

CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For:	Date: _____

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD



CITY COMMISSION AGENDA ITEM

SUBJECT:

**COMMUNITY REDEVELOPMENT AGENCY - 10/10/13 Meeting Items for approval;
RESOLUTION No. 2013-10-8** adopting revisions to the Building Improvement Grant (BIG)
Program - Adopt

SUMMARY:

This item is scheduled for consideration at the 10/10/13 Community Redevelopment Agency (CRA) meeting, to be held just prior to the regular City Commission meeting. All items recommended for approval by the CRA then go to the City Commission for final action.

The Economic Restructuring Committee is recommending revisions to the Building Improvement Grant to adjust to the changing needs of our redevelopment efforts. Over the years, this program has been utilized to address ADA compliance issues, modernization and upgrading of our building stock, creating new space and renovating space as a recruitment tool. All of these were worthwhile goals and we made a lot of progress on that front. We now find ourselves, in our recruiting efforts, in a position of having most, if not all of the tenant-ready space occupied. When vacated, our tenant-ready space is often rented again within a very short time. Our challenge is those spaces which require a relatively significant investment to get them tenant ready. The investment needed is often too much for perspective tenants to add to their start-up or moving costs.

Our current approach is to wait for a tenant that can afford to improve the space or hope the property owner decides to reinvest in their property. The result is that many spaces remain empty year after year and the tenant-ready spaces change tenants but remain occupied. To get a new result, we want to try a new approach and modify our tools to meet this challenge. We have modified the Building Improvement Grant to apply to vacant spaces, specifically for retail and restaurant use, to get them tenant ready. Furthermore, as a recruitment tool, we want to incentivize the program for property owners by allowing rent subsidy as part of the match; as well as incentivizing the program for perspective tenants with lower rents during their startup phase. The Palatka Main Street of Directors agrees with the Economic Restructuring Committee and voted unanimously to forward the revised program to the CRA Board for a recommendation for approval by the City Commission.

RECOMMENDED ACTION:

Adopt the resolution approving and adopting staff-recommended revisions to the Building Improvement Grant (BIG) Program

ATTACHMENTS:

Description	Type
<input type="checkbox"/> CRA 10/10/13 Business Item	Cover Memo
<input type="checkbox"/> Adopt Resolution revising the BIG Program	Resolution Letter
<input type="checkbox"/> BIG Program Revised 10/2013	Exhibit

RESOLUTION NO. 2013-9-10

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA
ADOPTING THE FISCAL YEAR 2013-2014 BUILDING IMPROVEMENT GRANT
PROGRAM FOR THE CENTRAL BUSINESS DISTRICT**

WHEREAS, The City of Palatka desires to redevelop Downtown Palatka; and

WHEREAS, The City of Palatka established a Community Redevelopment Area (CRA) and the Central Business District (CBD) is within its bounds; and

WHEREAS, The City of Palatka CRA Plan calls for a matching grant program for building improvements; and

WHEREAS, The CRA desires to adopt a revised Building Improvement Grant (BIG) Program for fiscal year 2013-2014 to target the improvement of vacant properties within the CBD; and

WHEREAS, on October 10th 2013 the CRA approved the fiscal year 2013-2014 BIG Program.

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

1. The City of Palatka approves the fiscal year 2013-2014 Building Improvement Grant Program.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of October, 2013.

CITY OF PALATKA

By: _____
MAYOR

ATTEST:

City Clerk

**2013-14 City of Palatka
Community Redevelopment Agency CRA
Building Improvement Grant (BIG) Program
Administered by Palatka Main Street**

The City of Palatka Community Redevelopment Agency was created to address conditions of blight within the Palatka Main Street District that require enhanced management and redevelopment.

Tax Increment Financing is not derived from a new tax, but allows a portion of property taxes from within the district to be used to leverage public funds to promote private sector real estate, business, and other activities in order to spur revitalization.

The Central Business District (Main Street District) boundaries are represented in the map (attachment A).

Purpose

The purposes of this Building Improvement Grant program are to:

- To encourage the opening of more retail and restaurant venues within the Central Business District (CBD) by completing improvements, upgrades and renovations necessary to qualify **vacant** commercial space for a Certificate of Occupancy; ready to rent/lease.
- Improve the appearance and utilization of downtown buildings so that they will be used in accordance with applicable building and zoning regulations (bring them up to code) and Community Redevelopment Agency plans.
- To ensure the longevity of the existing building stock by addressing deterioration of the structure, roof, plumbing, HVAC, and electrical systems.
- Fill the financial gap of a property owner for his/her qualified building/property needs or of a tenant for the build-out needs of a qualified **retail or restaurant** business.
- To encourage a reduction or subsidy in rent for a three (3) year period as part of an in-kind match. The City of Palatka will determine the market rate rent by establishing an average of the comparable commercial square foot rate within the Central Business District. The base rate will be multiplied by the total square footage of space minus ten percent (10%) (to incentivize reduction in rent). Applicants proposing a rent subsidy match must include a letter of intent from the tenant to lease the property; to be followed by an executed lease agreement if the grant is awarded.

$$\text{market rate rent per square foot} \times .9 \times \text{total square footage} = \text{base rent}$$

$$\text{base rent (monthly)} - \text{proposed rent} \times \text{duration of lease(months)} = \text{rental subsidy match}$$

Applicants are encouraged to review current zoning ordinances and the Community Redevelopment Agency Plan with the Planning Department and with Palatka Main Street Manager located at:

205 N 2nd Street
Palatka, FL 32177
(386) 329-0103

Grant Awards

This is a competitive program that requires applicants to make formal application through Palatka Main Street.

Funding will be based on the grant application complying with program criteria and on the recommendations of an Evaluation Committee. For the 2013/2014 B.I.G. program a maximum of \$30,000 per owner will be allowed from the Community Redevelopment Agency Tax Increment Funds; of which Palatka Main Street, Inc. will administer. All grants will have an applicant matching requirement of twenty percent (20%). For example, a project which costs \$37,500 the applicant's portion would be a minimum of \$7,500. Priority consideration will be given to those projects with an over twenty percent (20%) to fifty percent 50% match or offer a below market rent option to perspective tenants for a minimum of three (3) years. Match can be in cash or in-kind as long as documentation of the contributions is provided.

Palatka Main Street will appoint an independent Evaluation Committee made up of a representative of its Board of Directors, Design Committee, and Economic Restructuring Committee. Evaluation Committee members are not eligible for grants or for contracts from grantees. The Evaluation Committee may take testimony or seek professional guidance on issues related to historic preservation, building and zoning codes, market analyses, business operations, and other subjects.

The right to refuse any grant application is reserved.

Application submitted before work begins is preferred and may be favored.

Grants will not be awarded for work previously completed or work in the process of being completed; however, at the discretion of the Community Redevelopment Agency, and Palatka Main Street, costs for eligible work that was completed within twelve months prior to the date of the grant application may be included for consideration as part of the total project costs, not exceeding \$10,000. Inclusion of this previously done work is no guarantee of recommendation for approval.

A portion of the grant may be used to pay for professional fees; the amount allowed for reimbursement shall not exceed ten (10%) of the Total Project Cost. The cost of professional fees shall initially be paid for by the Owner, but may be included as an allowance in the Total Project cost.

Palatka Main Street may set grant application deadlines, review periods and award limits, and application and award dates.

Decisions of the Evaluation Committee may be appealed to the City of Palatka Community Redevelopment Agency Board.

Program Guidelines

This Building Improvement Grant program is funded with Tax Increment Financing money to assist with:

- Exterior renovations or improvements, (in concert with interior projects)
 - Restoration, improvement, or re-creation of historically correct or compatible architectural features to facades or elements of buildings

which are visible from the public street, consistent with architectural guidelines that may be established, and consistent with established priorities - including compatibility in scale, proportions, and colors.

- Roof repair/gutters
 - Repair or addition of awnings, canopies, balconies, and galleries
 - Doors and windows
 - Painting and stucco
 - Repair or manufacture of signs consistent with architecture, sign ordinances, design standards and guidelines
 - Meeting Green Building Criteria
 - Permanent, general use, attached features or fixtures
- Interior renovations or improvements:
 - Interior demolition
 - Interior framing, windows, doors, lighting, drywall, and flooring
 - Mechanical, electrical, plumbing, HVAC repair, upgrades, or demolition
 - ADA access to building and/or restrooms
 - Improvements necessary to meet code
 - Permanent, general use, attached features or fixtures
- **The following are ineligible for the grant program:**
 - Property not in the district
 - Work which removes or alters historically significant features
 - Use of inappropriate materials
 - Non-appurtenant fixtures
 - Permitting fees and work without building permit
 - Work by other than licensed contractor
 - Routine maintenance
 - Improvements to buildings for which applicant has neither clear title nor valid lease, which are non-conforming, or which are subject to outstanding fines or liens.

Grant Criteria

Grant funds are limited and will be awarded subject to the degree to which they support Community Redevelopment Agency plans and goals, and subject to announced program procedures, grant cycles and deadlines.

The grant cycle shall span a three (3) month period with specific dates noted in the application pending approval of the annual budget appropriation. Applications shall be due by 5:00 pm on the final day of the application cycle. Applications deemed to be incomplete at the end of the grant cycle shall be ineligible for funding. The application period for each grant cycle shall be advertised in a newspaper of City-wide circulation at least once not more than thirty (30) days or less than fifteen (15) days before the beginning of each application period. In the event funds allocated for distribution during a grant cycle as defined above are not awarded during the designated cycle, the undistributed funds shall be available for distribution during the succeeding cycle.

Upon submission, applications will be evaluated, within 7 days, for eligibility by the Palatka Main Street staff or designee, under the following criteria:

- Location within Community Redevelopment Agency Central Business District
- Availability of funds
- Appropriate business (retail or restaurant only) and improvements in accordance with applicable codes, ordinances, plans, and guidelines
- Project ready to be implemented
- If project information is insufficient, the applicant will be notified of deficiencies.
- Complete applications will be forwarded to Evaluation Committee which will notify applicant of review and award schedule.
- Applications found to be insufficient after the deadline for any given cycle, will not be considered for funding during that current cycle.

The Evaluation Committee will use a scoring chart (Attachment B) to determine the strength of the application and to determine whether to recommend full funding, partial funding, resubmission, or denial of funding.

Duration of Grant

Should the owner sell their interest in the subject property or business, or fail to maintain the renovations and improvements during the three-year period following receipt of the grant funds, the Grantee shall return/repay the grant funds as follows:

<u>Time</u>	<u>Amount Due CRA</u>
0 to one (1) year after grant funds received	90%
One (1) to two (2) years after grant funds received	80%
Two (2) to three (3) years after grant funds received	60%

The specific terms of repayment shall be included within a written agreement executed between Palatka Main Street/City of Palatka and the grant recipient, and recorded within the public records of Putnam County, Florida. The agreement shall include language sufficient to constitute a valid and enforceable lien upon the real property which is the subject of the grant. The agreement shall be signed by the grant recipient prior to the distribution of grant funds and shall be recorded immediately after distribution of grant funds.

Should the lessee fail to occupy the property within ninety (90) days of receiving a certificate of completion or certificate of occupancy from the City of Palatka Building Department, the Grantee shall return/repay grant funds equal to the percentage of the rental subsidy pledged as match, not to exceed twenty five (25%) of the total project cost.

Pre-Application

Palatka Main Street staff, CRA and/or City of Palatka staff will review the applicant’s plans or application, including the eligibility criteria, program requirements, proposed project scheduling, and consistency of the applicant’s proposal with the intent of the program including offering assistance, limited technical assistance and an opinion as to whether the applicant is sufficiently prepared to move on to the application stage. Requests for a pre-application review must be made 15 days prior to the deadline for the current cycle. It is highly recommended and will be viewed positively if a business and/or marketing plan is developed and submitted as part of the application by a qualified professional and/or with the assistance of the Small Business Development Center (SBDC). The SBDC is located at: Putnam County Chamber of Commerce

1100 Reid Street
Palatka, FL 32177
(386) 328-3293 or c.lynch@unf.edu

Application

A property owner or tenant that is interested in participating in the program must submit a completed and signed application (Attachment C), along with supporting documentation, in accordance with published guidelines, to:

Palatka Main Street
201 North Second Street
Palatka, FL 32177

Application package shall include:

- Proof of ownership or lease interest
- Approval of property owner
- Business plan, if occupied property; marketing plan, if vacant
- Licenses, if applicable
- Work plan, cost estimates, and timeline estimates (including proposed start date and completion date)
- Documentation of the type and source of the project funds. Verification of the funding sources may be required before final approval of the grant application.
- Applicant may be an individual, partnership, or corporation

Tenants are encouraged to have an agreement with landlord concerning leasehold value of improvements and the impact on rent, if any. If an owner is awarded based on the condition of having a tenant in place, no work shall commence until a lease agreement has been executed by both parties.

Grant Process

The Palatka Main Street staff or designee will review applications for completeness and compliance with program criteria. Applications that are incomplete will be returned with guidance. Projects that do not comply with program criteria will not be considered for funding, but an explanation will be provided.

The Evaluation Committee will review applications to determine if funding is to be recommended in full, in part, subject to conditions; or be rejected. All three members of the Evaluation Committee must be present and participate in any meeting at which funding is to be considered. All decision of the committee shall be by majority rule.

Disapproval of the application by Evaluation Committee may be appealed to the Community Redevelopment Agency Board (CRA).

All applicants will receive written notification regarding approval or denial of their application. Approval will include a funding agreement listing the amount of grant funds that are approved and the requirements for reimbursement.

Grant program description and credit signs must be displayed during project and for six (6) months following reimbursement, followed by a grant program description and credit decal or plaque to be displayed as mutually agreed for a period of not less than 2 years.

Modifications to the approved plans or construction documents, which produce visible differences in the approved design or which are not approved by City of Palatka Building Department, will require a repeat of application review and approval procedures. Failure to receive such approval may invalidate the funding agreement, and the agreement will be deemed terminated. In the event the agreement is terminated, any grant funds that have been disbursed to the applicant by the Community Redevelopment Agency shall become immediately due and payable to the Community Redevelopment Agency.

Reimbursement Procedures

Generally, approved projects will receive reimbursement upon completion of the project and submission of all required receipts, invoices and documentation. Grantees with larger projects may request reimbursement at fifty percent completion of project and at one hundred percent completion of project. Palatka Main Street and the City of Palatka Chief Building Official will make the final determination as to whether the project is complete.

Funds will be disbursed by a check payable to the applicant or contractor after the following:

- Submission of all receipts and required documentation to Palatka Main Street, including:
 - Contractor invoicing and evidence of payment of funds
 - Release of lien letters from contractors
 - Applicant must honor contractual obligations to contractor; hold harmless agreements must be executed
- Certification of completion by the City of Palatka Chief Building Official and closed permit reports
- Verification that any additional criteria added by contract has been completed as proposed in a satisfactory and professional manner
- Certification of completion of grant project by Palatka Main Street staff and submission to the Palatka City Finance Director.
- Project must be completed within six (6) months of receipt of grant funds.
- Copy of lease if a rent reduction is to be considered as an in-kind contribution

Reservations

Palatka Main Street and the City of Palatka Community Redevelopment Agency expressly reserve the right to:

- Reject any or all applications
- Request additional information from any or all applicants
- Amend the program guidelines and application procedures without notice
- Display and advertise properties that receive grant funding.

Release and Hold Harmless Agreement

Upon approval of a grant, the applicant and any affected contractor will be required to sign a Release and Hold Harmless Agreement with Palatka Main Street, the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.

Attachment B

Evaluation:

- The application is reviewed by Palatka Main Street and reviewed and scored by the Evaluation Committee.
- They will consider the strength and need of the applicant and the appropriateness of the project.
- The financial commitment by the owner, landlord, and tenant, as applicable will be evaluated and may have an impact on recommendation and approval.
- The Evaluation Committee will also determine the level of program funding.
- Each member of the Evaluation Committee shall score each application utilizing the score sheet and criteria set forth below. The average of the total scores of the three committee members for each application shall be utilized for comparison and evaluation purposes.
- Any application which receives an “average” total score of less than 50 points shall not be awarded funds.

Scoring Criteria:

Criteria	Points	Rank	Score
Consistent with City of Palatka comprehensive plans	5		
Consistent with Community Redevelopment Agency plans	5		
Consistent with Main Street Approach and Secretary of the Interior Standards for Historic Preservation	10		
Degree of investment leveraging by applicant/investors landlord or tenant in matching funds and/or in-kind contribution	15		
Strength of business capitalization, business plan (occupied space), marketing plan (vacant space).	20		
Previous history of applicant. First time applicants are encouraged	5		
Quality of proposed project and likelihood that it can be completed within the proposed schedule	10		
Degree to which the project contributes to the economic development of the Central Business District (i.e. job creation, occupancy commitments, and new tenants within the Central Business District)	15		
Development of business and/or marketing plan with SBDC assistance	15		
TOTAL	100		

While the Evaluation Committee scores and makes recommendations as they see fit, a score of 50 or below would generally be considered to be a weak score.

Appendix of Definitions

Eligible Business: Retail and restaurant

In-Kind: Materials, Rent Reduction and/or Subsidy, Implementation of Marketing Plan

Community Redevelopment Area (CRA), Tax Increment Finance Fund (TIFF), Community Redevelopment Area Plan and CRA boundaries map: Information can be found at the City of Palatka website: www.palatka-fl.gov by clicking on the CRA tab/drop down menu.

Palatka Main Street: visit the Palatka Main Street website at www.palatkamainstreet.com, the Florida Main Street website at www.flheritage.com/preservation/mainstreet/florida_main.cfm, or the National Main Street website at www.mainstreet.org for specific information about the Main Street program and approach.

Evaluation Committee: A three member independent committee comprised of the Main Street Manager, A City Representative and the Chair of the Economic Restructuring Committee. Members of the Evaluation Committee are ineligible to apply for the BIG program.

Professional Fees: Some examples are architecture, structural engineer and contractor.

Appeal Process: Please view the Grant Process section of this program on page 5 for additional information.

Agenda Item

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Fire Pension Plan Benefit Amount - Chapter 175 Extra Multiplier - 1st Reading

SUMMARY:

This is first reading of an ordinance amending Section 2-240(b) of the Code of Ordinances which revises the extra benefits multiplier for the Firefighters' Pension Benefit Group for the fiscal year beginning 10/1/13, setting the "extra benefit" multiplier at 0.79 percent. This extra benefit is funded by Chapter 175 money received from the State each year and is in addition to the 2.50% base multiplier. This brings the multiplier in the Code in line with the actuarial reports compiled by Foster & Foster, as calculated and recommended by Patrick Donlan, Plan Actuary, and as presented and accepted by the Firefighters' Pension Board on 3/19/13.

Currently, the Extra Benefit multiplier is set at 0.80%. The last change to this extra benefits multiplier was in 2009, when it was redetermined to be 0.75%. In 2010 the entire Fire Pension Plan was restated.

A copy of the excerpt from the Plan Actuarial Report FY ending 9/30/12 entitled "Plan Changes Since Prior Valuation" is provided as an attachment.

RECOMMENDED ACTION:

Pass this Ordinance on first reading. Second reading and adoption is scheduled for 10/24/13.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Cover Memo
<input type="checkbox"/> Actuarial Evaluation Information	Backup Material

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 13 -

Entitled

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
REVISING THE CODE OF ORDINANCES OF THE CITY OF
PALATKA, FLORIDA, BY REVISING SECTION 2-240(b),
FIREFIGHTER BENEFIT GROUP PENSION AMOUNT
FORMULA; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1: That the Code of Ordinances of the City of Palatka, Florida be amended by revising the following Section to read as follows:

Section 2-240(b): The firefighter benefit group pension amount formula is as follows:

- (1) Two and fifty One-Hundredths Percent (2.50%) of final average compensation multiplied by credited service.
- (2) A F.S. ch. 175 percent of final average compensation multiplied by credited service, if the individual retires pursuant to Section 2-238. The F.S. ch. 175 percent shall be the percent which can be actuarially funded by the monies received pursuant to F.S. ch. 175 after deducting the actuarial cost of any earlier retirement opportunity provided in Section 2-238 to members of the firefighters' retirement plan as compared to members of the general benefit group. The percent shall be redetermined annually following completion of the annual actuarial valuation and the redetermined amount shall become effective the first day of October following the redetermination. The redetermined percent shall be applied prospectively to retired members and beneficiaries of deceased retired members.

The percent effective October 1, 2013 has been redetermined to be seventy nine-hundredths (0.79) percent.

SECTION 2: This ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

SECTION 3: A copy of this ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 10th day of October, 2013.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

Plan Changes Since Prior Valuation

The City's Code of Ordinances requires the annual determination of the Chapter 175 percent of Average Final Compensation that can be actuarially funded by the State Monies. The analysis was performed with this valuation and resulted in an increase in the benefit multiplier from 3.25% to 3.29% of Average Final Compensation for each year of Credited Service.

Actuarial Assumption/Method Changes Since Prior Valuation

The assumed payroll growth for the purposes of amortizing the Unfunded Actuarial Accrued Liabilities is limited to the actual historical 10-year average. In last year's valuation this amount was 2.4%. In this valuation, 1.1% was used.

In conjunction with this valuation in order to more appropriately portray the fact that the accumulated DROP Balances of the Members are both in the Market Value of Assets and represent a liability of an amount payable to the DROP Members when they terminate employment, these balances are now being added both to the assets and the DROP Retiree liabilities. In last year's report these balances were not included in the assets or the liabilities. For better comparisons between 2011 and 2012, the 2011 column has been amended as such.

City of Palatka
Firefighters' Pension Plan

Authorization for Amended Benefits
Effective October 1, 2013

<u>Name of Payee</u>	<u>Current Payment</u>	<u>Previous Multiplier</u>	<u>New Multiplier</u>	<u>New Payment*</u>	<u>Increase</u>
Dixon, William	\$5,109.07	3.25%	3.29%	\$5,171.95	\$62.88
Fowler, Mark	3,424.15	3.25%	3.29%	3,466.29	42.14
Holley, John	4,865.54	3.25%	3.29%	4,925.42	59.88
Howard, Rudoiph	4,152.46	3.25%	3.29%	4,203.57	51.11
Lambert, Mike	6,685.78	3.25%	3.29%	6,768.07	82.29
Porter, Randall	5,177.60	3.25%	3.29%	5,241.32	63.72
Reed, David	627.52	3.25%	3.29%	635.24	7.72
Sims, Richard	2,025.23	3.25%	3.29%	2,050.16	24.93
White, James	\$4,290.48	3.25%	3.29%	\$4,343.27	\$52.81
	\$36,357.81			\$36,805.29	\$447.48

* Adjustments are based on a 3.29% multiplier and are effective October 1, 2013.

The foregoing authorization and direction for payment has been made pursuant to directions and authorities of the Board of Trustees.

BOARD OF TRUSTEES

By: _____

Date of Issuance: _____

(1 copy for Disbursing Agent, 1 copy for Board)

Agenda Item

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Palatka Police Officers' Pension Benefit Amount - Chapter 185 Extra Benefit Multiplier- 1st Reading

SUMMARY:

This is the first reading of an ordinance amending Section 2-250.185(b) of the Code of Ordinances which revises the extra benefits multiplier for the Police Officer Pension Benefit Group for the fiscal year beginning 10/1/13, setting the "extra benefit" multiplier at 0.61 percent. This extra benefit is funded by Chapter 185 money received from the State each year and is in addition to the 2.50% base multiplier. This brings the multiplier in the Code in line with the actuarial reports compiled by Foster & Foster, as calculated and recommended by Patrick Donlan, Plan Actuary, and as presented and accepted by the Police Officers' Pension Board on 3/19/13. A copy of the Actuarial Report is attached.

RECOMMENDED ACTION:

Pass this Ordinance on the first reading. Second reading and adoption is scheduled for October 24, 2013.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance Amending Police Pension Extra Multiplier	Ordinance
<input type="checkbox"/> Excerpt - Actuarial Valuation Letter for FY2013/14	Exhibit

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 13 -

Entitled

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
REVISING THE CODE OF ORDINANCES OF THE CITY OF
PALATKA, FLORIDA, BY REVISING SECTION 2-250.185(b),
POLICE OFFICER BENEFIT GROUP PENSION AMOUNT
FORMULA; AND PROVIDING AN EFFECTIVE DATE.**

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

SECTION 1: That the Code of Ordinances of the City of Palatka, Florida be amended by revising the following Section to read as follows:

Section 2-250.185(b): The police officer benefit group pension amount formula is as follows:

- (1) Two and Twenty-Five One-Hundredths Percent (2.50%) of final average compensation multiplied by credited service.
- (2) A F.S. ch. 185 percent of final average compensation multiplied by credited service, if the individual retires pursuant to Section 2-250.175. The F.S. ch. 185 percent shall be the percent which can be actuarially funded by the monies received pursuant to F.S. ch. 185 after deducting the actuarial cost of any earlier retirement opportunity provided in Section 2-250.175 to members of the police officers' retirement plan as compared to members of the general benefit group. The percent shall be redetermined annually following completion of the annual actuarial valuation and the redetermined amount shall become effective the first day of October following the redetermination. The redetermined percent shall be applied prospectively to retired members and beneficiaries of deceased retired members.

The percent effective October 1, 2013 has been redetermined to be sixty one-hundredths (0.61) percent.

SECTION 2: This ordinance shall become effective immediately upon its final passage by the City Commission of the City of Palatka, Florida.

SECTION 3: A copy of this ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 10th day of October, 2013.

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

During the past year, there was a net actuarial gain. The primary components of gain included average increases in pensionable compensation that were less than the 5.5% assumption and larger than expected retiree mortality. These gains were partially offset by the effect of a 5.2% investment return (Actuarial Asset Basis) that was less than the 8.0% assumption.

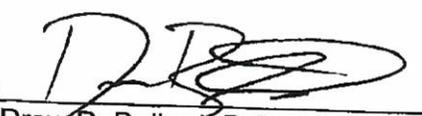
The above requirements reflect a change in the benefits as of October 1, 2013 resulting from the actuarial analysis of the amount of benefit accrual rate that can be supported by the accumulated State Monies. The Chapter 185 supplemental accrual rate beginning October 1, 2013, will be increased to 0.61% from the current 0.59%. Details of the impact of this change are outlined in the comparative summary that follows.

The balance of this Report presents additional details of the actuarial valuation and the general operation of the Fund. The undersigned would be pleased to meet with the Board of Trustees in order to discuss the Report and any pending questions concerning its contents.

Respectfully submitted,

FOSTER & FOSTER, INC.

By:


Drew D. Ballard, B.S.

By:


Patrick T. Donlan, ASA, MAAA

Police

Plan Changes Since Prior Valuation

In accordance with the City's Code, the total benefit multiplier was increased from 3.09% to 3.11%.

0.61²

Actuarial Assumption/Method Changes Since Prior Valuation

There have been no changes in the Plan assumptions or methods since the prior valuation. However, the assumed payroll growth for the purposes of amortizing the Unfunded Actuarial Accrued Liabilities is limited to the actual historical 10-year average. In last year's valuation this amount was 2.75%. In this valuation, 3.0% was used.

Agenda Item

7



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending the General Employees Pension Plan to raise the retirement age to 55, amending membership requirements to increase the amount of hours worked annually, and deleting the automatic 75% post retirement survivor benefit -2nd Reading, Adopt

SUMMARY:

This ordinance was passed on 1st reading on September 26, 2013.

On 6/18/13 the General Employees' Pension Board met and voted to amend the plan as follows:

- Raise the normal retirement age to 55, from 50, years of age
- Amend the definition of Eligible Employee to those employees who work a minimum of 1,500 hours annually, from 1,000 hours annually
- Remove the "75% automatic survivor pension benefit" from the Plan. It should be noted that this provision was used only when an employee had failed to choose a Plan benefit prior to retirement. In all instances, upon making application for retirement, employees either choose a survivor benefit or opt to choose no survivor benefit. This does not remove survivor benefits from the Plan. Members of the Plan will still be able to choose a survivor benefit if he/she wishes to do so

The Commission considered first reading of this Ordinance on September 12 and tabled consideration until September 26 because of questions and concerns raised by Melvin Register, General Employee Pension Rep/Board member, regarding raising the minimum retirement age from 50 to 55. The City Manager contacted a law firm, Constangy, Brooks & Smith, LLC, who has previously represented the Pension Board and City, to inquire about the City's ability to modify the pension plan as well as to inquire if the members (employees) had any "vested" rights in regards to amending and increasing the normal retirement date. The attorney, Ms. Meg Zabijaka, reviewed the pension ordinance, actuarial evaluation and case law, and determined that the City had the legal authority to raise the retirement age. Furthermore, it was at the City's discretion whether to "grandfather" existing employees, or to extend a "window" for specific employees who were currently near the current retirement age (50) and were vested. The General Employees Pension Board considered the matter and approved a recommendation to offer a window from October 1, 2013 to September 30, 2014 to allow employees who are eligible to retire under the current normal retirement age the option to retire at age 50 provided they turn 50 and exercise the option prior to September A, DROP during this "window." This ordinance was subsequently amended to add a provision allowing members who turn 50 prior to September 30, 2014 to exercise this option prior to September 30, 2014.

RECOMMENDED ACTION:

Adopt the ordinance amending the General Employees' Retirement Plan on Second Reading.

ATTACHMENTS:

Description	Type
☐ Ordinance amending General Pension Plan Document	Ordinance
☐ General Pension Board Minutes, Actuarial Report & back-up docs	Backup Material

ORDINANCE NO. 13 - 42

entitled
AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
REVISING THE CODE OF ORDINANCES OF THE CITY OF
PALATKA, FLORIDA, BY AMENDING Ch 2, DIV 4, THE CITY
OF PALATKA GENERAL EMPLOYEES RETIREMENT PLAN;
AMENDING SECTION 2-163(a), MEMBERSHIP, TO REVISE
THE REQUIRED NUMBER OF HOURS WORKED;
AMENDING SECTION 2-168 (b), NORMAL RETIREMENT
CONDITIONS, BENEFIT GROUP GENERAL TO RAISE THE
NORMAL RETIREMENT AGE TO 55 FOR MEMBERS WHO
HAVE NOT ATTAINED AGE 50 BY SEPTEMBER 30, 2014; TO
DELETE SECTION 2-172, POST-RETIREMENT SURVIVOR
PENSION; PROVIDING FOR SEVERABILITY AND
PROVIDING AN EFFECTIVE DATE.

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

Section 1. That **Section 2-163 (a)** of the Code of Ordinances shall be amended to read as follows:

Sec. 2-163. *Membership; termination of membership; elected public officials.*

- (a) Employees. An individual who is employed by the City in a position normally requiring 1,500 or more hours of work in a year shall be a member of the retirement plan unless employed in an excluded position

All other parts of Sec. 2-163 shall remain the same.

Section 2. That **Section 2-168 (b)** of the Code of Ordinances shall be amended to read as follows:

Sec. 2-168. *Normal retirement conditions*

- (b) Members of the ***Benefit Group General*** are eligible for normal service retirement when the member has attained age 55 or older and has seven or more years of credited service, or the individual has 30 or more years of credited service without regard to age. Employees who are members of the retirement plan as of October 1, 2013 who will attain age 50 by September 30, 2014 shall not be subject to the 2013 amended requirement that members attain age 55 (with at least seven years of credited service), in order to qualify for normal retirement.

All other parts of Sec. 2-168 shall remain the same.

Section 3. That **Section 2-172, *Post-Retirement Survivor Pension***, shall be deleted in its entirety from the Code of Ordinances.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

Section 6. This Ordinance shall become effective upon its final passage by the City Commission of the City of Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida on second reading this 10th day of October, 2013.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

The following is an excerpt from the draft minutes of the 9/17/13 General Employees' Pension Board meeting:

BENEFIT REDUCTION STUDY – Mr. Czymbor said at the June 18 meeting the Board took some action on the Foster & Foster Actuarial Study regarding several proposed plan amendments. The Board voted to send proposed changes to the Commission which would amend the retirement age to 55 from 50, would remove the automatic survivor benefit, and recommended to increase the number of hours worked annually for membership in the Plan from 1,000 to 1,500 hours. These changes would decrease the overall contribution by around \$62,000. These were proposed to the Commission this past Thursday evening and there were questions from Mr. Register about increasing the normal retirement age from 50 to 55. There are new actuarial evaluations in this Agenda regarding withholding overtime from final average compensations, as requested by this Board in March.

Mr. Czymbor said they contacted Constangy, Brooks, & Smith, LLC, a law firm who is not on retainer by this Board, but who has done work for the City and this Board in the past. He discussed raising the age of retirement with their representative as it pertains to vested rights of employees. She stated that the General employees are not represented by a collective bargaining unit, so the Commission has the sole authority to change benefits. She did suggest offering a window for people who expected to retire within a certain period of time. They are recommending that, if you turn 50 and have the years of service necessary to retire by September 30, 2014, you would still be eligible to retire at 50. She suggested a smaller window, but he feels comfortable with a one year window. They did a quick evaluation; the City has around 92 plan participants in the General plan, and based upon this criteria, 29 participants could be eligible for this window, meaning they would have met the age and years of service requirement by September 30, 2014. There are a significant amount of people who could retire at age 50. He recommends they send this to the Commission for adoption at their next meeting. This provides that window to those people who could retire at age 50. He is not sure how that would change the predicted benefit shown by this actuarial study, as almost one third of participants would impact that potential savings; they may not all retire, but there will be some impact. There will still be a savings by adopting this. This Board's obligation is to balance the needs of plan participants with meeting the financial obligations of the Plan. He moved to recommend adoption of the ordinance as amended to include the window of opportunity for retirees planning to retire at age 50. Mr. Jones seconded the motion.

Discussion ensued over the Window of Opportunity provision; ordinance effective October 1, and window closes September 30, 2014. Mr. Czymbor clarified that if the employee does not elect to retire within that window of opportunity, the employee cannot draw retirement benefits until age 55.

There being no further discussion the motion passed three in favor, opposed by Mr. Register.

Mr. Czymbor said adding option D, which removes overtime from benefit calculations, would include these changes. This removes overtime, but does include longevity pay. The net decrease in payroll is 2.7% as the estimated pensionable payroll goes down when not including overtime. \$76,000 of pensionable payroll is overtime; this is a relatively small amount compared to police and fire. This creates a \$17,000 net decrease. He's not sure it's worth removing the overtime provision of pension. Mr. Register said many departments don't get overtime, but others require overtime. That should be included in pensionable payroll. Mr. Jones concurred and said it is such a small amount of savings to be realized, he can't see changing it.

Mr. Czymbor said the next option is to reduce the multiplier from 2.5 to 2.25. This further reduces the contribution by around \$60,000; this would include the option to not include overtime. Chairman/Commissioner Norwood concurred that the removal of overtime is a negligible amount, and this is probably not the time to take benefits away from employees. He doesn't want to handicap the City by making uninformed decisions. Discussion ensued regarding removing overtime versus reducing the multiplier, and whether or not those are worth the anticipated reduction amounts. Mr. Register said he does not believe they need to further reduce benefits at this time; what is on the table is sufficient. Mr. Jones concurred, as did Mr. Czymbor, who said the four-year smoothing should help the Plan going forward, as the City's overall contribution will go down.



July 26, 2013

Via Mail & Email

Ms. Ruby Williams, Plan Administrator
City of Palatka
General Employees' Retirement Plan
201 N. 2nd Street
Palatka, FL 32177

Re: City of Palatka General Employees' Retirement Plan
Benefit Reduction Study

Dear Ruby:

As requested, we have performed a special actuarial analysis of the impact on the City's funding requirements associated with various benefit changes.

The changes considered were as follows:

- A. Provide that the Normal Form of benefit payment at retirement will be a Lifetime only benefit. Currently married participants receive a 75% joint and survivor Normal Form of benefit. Please note that Members currently eligible for Normal Retirement will get to keep the 75% joint and survivor Normal Form of benefit if they are married when they ultimately retire.
- B. Amend the Normal Retirement Date to be the earlier of Age 55 with 7 years of Credited Service or 30 years of Credited Service, regardless of Age. Please note that the Normal Retirement Date for Members currently eligible for Normal Retirement will not be changed.
- C. Provide both of the benefit changes outlined above (Life only benefit and 55 & 7 Normal Retirement).
- D. Provide both of the benefit changes outlined above and provide that the definition of pensionable Salary be amended to be base salary including longevity (no overtime). Please note that Members currently eligible for Normal Retirement would not be changed.
- E. Provide for the three changes outlined in item D above and reduce the benefit accrual rate for future service from 2.50% to 2.25%. Service prior to the effective date would still be calculated using a 2.50% benefit rate. The change in the prospective benefit accrual rate would apply to all Members, regardless of whether or not they are currently eligible for Normal Retirement.
- F. Provide for the three changes outlined in item D above and reduce the benefit accrual rate for future service from 2.50% to 2.00%. Service prior to the effective date would still be calculated using a 2.50% benefit rate. The change in the prospective benefit accrual rate would apply to all Members, regardless of whether or not they are currently eligible for Normal Retirement.

Ruby Williams
July 26, 2013
Page 2

The impacts on the City's funding requirements resulting from the proposed changes, determined as of October 1, 2012 and applicable to the fiscal year ending September 30, 2014, are outlined on the attachment.

Please also note that recently adopted Senate Bill 1128 provides that a Plan can increase Member contributions without being required to increase benefits. Prior to adoption of Senate Bill 1128, it was required that the Plan improve benefits in order to be able to increase Member contributions. While we are not recommending this option, we wanted to point out that it is an option that could be used to offset a portion of the City's funding requirement for future years.

This study represents the impact that possible benefit changes would have on the funding requirements, but in no way is meant to imply that the proposed changes are legally acceptable. Some of the alternatives appear to reduce the value of accrued benefits such as changing the retirement dates and changing the Normal Form of Payment.

If you have any questions regarding this analysis, please let me know.

Sincerely,



Patrick T. Donlan

PTD/lke

City of Palatka
 General Employees' Retirement Plan
 Actuarial Analysis of Benefit Changes
 Determined as of October 1, 2012
 As Applicable to Fiscal 2014

Plan	Normal Form of Payment (if Married)	Normal Retirement Date	Salary Definition Include OT?	Benefit Accrual Rate For Future Service	Estimated Pensionable Payroll *	Required City Contr. % Payroll	Increase % Payroll	Estimated Dollar Requirement (City) *	Estimated Dollar Increase *
Current	75% JS	50 & 7, 30 & Out	Yes	2.50%	\$2,822,571	29.1%		\$821,368	
A	Life only	50 & 7, 30 & Out	Yes	2.50%	\$2,822,571	28.4%	-0.7%	\$801,610	(\$19,758)
B	75% JS	55 & 7, 30 & Out	Yes	2.50%	\$2,822,571	27.5%	-1.6%	\$776,207	(\$45,161)
C	Life only	55 & 7, 30 & Out	Yes	2.50%	\$2,822,571	26.9%	-2.2%	\$759,272	(\$62,097)
D	Life only	55 & 7, 30 & Out	No	2.50%	\$2,746,485	27.0%	-2.1%	\$741,551	(\$79,817)
E	Life only	55 & 7, 30 & Out	No	2.25%	\$2,746,485	25.8%	-3.3%	\$708,593	(\$112,775)
F	Life only	55 & 7, 30 & Out	No	2.00%	\$2,746,485	24.6%	-4.5%	\$675,635	(\$145,733)

* The pensionable payroll as of October 1, 2012 was \$2,822,571. If the definition of pensionable Salary were amended to exclude overtime then the pensionable payroll would drop by approximately 2.7% to approximately \$2,746,485. The actual City requirement would be the percentages shown times the actual pensionable payroll realized in fiscal 2014. The estimated dollar amounts are shown to disclose the approximate impact of making the change to the Salary definition. If the City has to pay 27.0% of a smaller payroll, then the dollar requirement for the City is lower.

General Pension Board 6/18/13 mtg.

CITY MANAGER'S MEMORANDUM – Proposed Plan Amendments – Mr. Czymbor said they've had actuarial studies done on changing some of the components of the Plan. He is recommending this Board move forward with Items listed on his memorandum (filed) as B, C and D, which will have a positive impact on the City's contribution without adversely affecting the Plan's participants. He'd like to also move forward to amend the definition of 'eligible employee' by increasing the required hours to around 29 hours per week, from 20 hours per week. This is in conjunction with the new Health Care laws, which take effect this year. These are two separate issues, but it is appropriate to make this change to the Plan to synchronize these employee benefits.

Mr. Lorenzen asked, as to Option B, if this means the City will offer a "lifetime only" benefit with no survivor benefits? Mr. Register said at this time there is an automatic 75% survivor benefit for spouses after the participant's death. You can choose a lifetime only benefit, or you can chose to provide a 100% survivor benefit to a beneficiary, but that reduces the retiree's benefit during his/her lifetime, also. This would amend Section 2-172, which now states that if no option is chosen the spouse will receive a 75% benefit for life after the death of the member spouse.

As to amending the retirement age from 50 to 55, Mr. Lorenzen said if a member is employed 7 years, he's vested, and asked if his/her retirement is based upon 7 years of service? The answer was yes. Discussion ensued on retirement age of 55 versus 60. It was noted this change will apply to all employees (members) going forward unless an exception was made for current members. Mr. Lorenzen asked how the City's plan compares to other communities within a 40 to 50 mile radius, such as St. Augustine or Green Cove Springs. Mr. Czymbor said the City has only one collective bargaining unit. For everyone under the general employees' plan, the Commission determines the benefit. There is no "group" to bargain with. This is a very high quality pension plan which provides good benefits, and is comparable to other plans. Mr. Lorenzen said they want to retain good employees by offering good benefits. Mr. Register said they've had people working for 20 to 25 years with the expectation of retiring at 50, and now they will have to wait another 5 years. They should give people the option to retire at 50.

As to reducing the formula benefit, the 2.0% multiplier would apply going forward, not to benefits already earned. The other option is to make these changes for all new hires. There was consensus to look at a grandfathering clause.

Don Kitner, Executive Director, Palatka Gas Authority, said he has no problem with options B or C. He has a problem with option D as this is a significant drop in the multiplier, noting there must be another way to cut costs. He suggested eliminating overtime from pension calculations. Pension should be based on your base salary. It puts everyone on the same playing field and eliminates the tendency to artificially inflate

pension benefits by working a lot of overtime during the last few years of employment. Bonuses and overtime should not be included in pension calculations.

Betsy Driggers, City Clerk, 102 Canal Drive, E. Palatka, Member, General Employees Pension Plan, concurred with Mr. Kitner's comments. As she is not eligible to receive overtime, the only way her pension benefit increases is through years of service and raises. There have been no raises for five years. If the multiplier is lowered, even just going forward, what little annual increase she now earns towards her retirement benefit will be even smaller.

Mr. Lorenzen moved to recommend the City adopt Option B to amend the Normal Form of Benefit Payment to Lifetime Only. Mr. Czymbor seconded the motion, which passed unopposed. .

Mr. Lorenzen moved to recommend the City adopt Option C to amend normal retirement to age 55 or 30 years of service, regardless of age. Mr. Jones seconded the motion, which passed four in favor, opposed by Mr. Register.

Mr. Register moved to recommend the City Commission amend the definition of eligible employee to increase the annual required hours of work from 1,000 to 1,500 per year effective October 1. Mr. Lorenzen seconded the motion and confirmed this is comparable to going to a 29 hour week. There being no further discussion, the motion was voted upon and passed unopposed.

Mr. Czymbor moved to recommend the City adopt Option D to reduce the benefit accrual rate from 2.5% to 2% going forward for discussion purposes. Mr. Lorenzen seconded the motion. Mr. Czymbor said under Option A it appears they went from 2.5 to 2.25 for future years of service. This is a 1.3% savings instead of a 2.5% savings. It is his suggestion to order an actuarial evaluation on eliminating overtime as part of considered remuneration, and compare those results to Options A and D. After discussion, Mr. Czymbor moved to table this item to a time certain of September 17 with the caveat they order an actuarial evaluation from the actuary on removing overtime from compensation. Mr. Register seconded the motion. Mr. Lorenzen said he will not be here on September 17. Commissioner Norwood said for small boards, they can have individuals "conference in" on meetings if they are available. They should consider making that part of the by-laws. Mr. Czymbor said they can agenda that for the next meeting. There being no further discussion on the motion to table, the question was called and the motion passed unopposed.

NEXT MEETING – September 17, 2013.

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

MEMORANDUM

TO: Members, General Employees' Pension Board Of Trustees
FROM: Michael J. Czymbor, City Manager
SUBJECT: General Employees' Pension Plan Amendments
DATE: June 7, 2013

As you know, the various pension boards have been looking at plan amendments with the goal of reducing the amount of City required contribution in order to keep the Plans solvent. A number of options were considered, and an actuarial evaluation has been completed on those options which show the impact on the City's funding requirements. I have attached a copy of that evaluation for your reference.

The changes I'd like the General Employees' Pension Board to consider implementing are as follows:

1. Option B: Provide that the normal form of benefit payment at retirement will be a Lifetime Only benefit. Currently married participants receive a 75% joint and survivor Normal Form of benefit.
2. Option C: Amend the Normal Retirement Date to be the earlier of Age 55 with 7 years of Credit Service, or 30 years of Credited Service, regardless of age.
3. Option D: Reduce the benefit accrual rate for future service from 2.50% to 2.00%. Service prior to the effective date would still be calculated using a 2.50% benefit rate.

In addition, I'd like the Board to consider amending Section 2-163(a) concerning the definition of eligibility requirements for Employees to read as follows:

Section 2-163(a) – *Employees* - An individual who is employed by the City in a position normally requiring ~~4,000~~ 1,500 or more hours of work in a year shall be a member of the Retirement Plan unless employed in an excluded position.

These are my recommendations. Please be prepared to discuss and vote on these recommendations at the 6/18/13 meeting.

Agenda Item

8



CITY COMMISSION AGENDA ITEM

SUBJECT:

PRESENTATION & DISCUSSION on needed changes to Tree Protection and Landscaping standards (Article VI of Zoning Code) and to Buffering standards (Article VII, Zoning Code) - Thad Crowe

SUMMARY:

Staff has been evaluating and preparing revisions of the Tree and Landscape Code during the past 18 months, as time allowed. In March of 2012 we presented a summary of issues and recommendations in a City Commission workshop. Since that time Staff has twice presented proposed code revisions to the Tree Committee for their input as well. Tree Protection standards date back to the original 1981 Zoning Code, and the Buffering and Screening standards were added in 2005. Staff's general position is that the standards are confusing, duplicatory, excessive in some areas, lenient in other areas, and lacking a core, strategic direction. Revisions were made to clarify, streamline, and more importantly focus on the strategic use of limited resources in a way that most benefits the public while limiting burdens on property owners. This approach focuses on the "greening" of the City's commercial thoroughfares, enabling incremental and long-term reforestation, and providing proper protection of low impact residential and conservation uses from higher impact uses. The changes reduce the emphasis on the current across-the-board, one-size-fits-all landscape planting which results in planting hidden areas that benefit few and leaving much of the City's commercial corridors with a blighted and barren appearance.

RECOMMENDED ACTION:

Proceed with ordinance revisions as proposed

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Planning Board Packet	Backup Material
<input type="checkbox"/> PowerPoint Presentation	Exhibit

Case 13-12

Request to Amend Zoning Code
(Revisions to Landscaping, Tree Protection, and Buffering and Screening Standards)
Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: August 27, 2013

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

Multiple revisions to the Landscaping and Tree Protection and Buffering and Screening sections of the Zoning Code (Articles VI and VII).

APPLICATION BACKGROUND

Staff has been evaluating and preparing revisions of the Tree and Landscape Code during the past 18 months, as time allowed. In March of 2012 we presented a summary of issues and recommendations to the City Commission. Since that time Staff has twice presented proposed code revisions to the Tree Committee for their input as well. Tree Protection standards date back to the original 1981 Zoning Code, and the Buffering and Screening standards were added in 2005.

Staff's general position is that the standards are confusing, duplicatory, excessive in some areas, lenient in other areas, and lacking a core, strategic direction. Revisions were made to clarify, streamline, and more importantly focus on the strategic use of limited resources in a way that most benefits the public while limiting burdens on property owners. This approach focuses on the "greening" of the City's commercial thoroughfares, enabling incremental and long-term reforestation, and providing proper protection of low impact residential and conservation uses from higher impact uses. The changes reduce the emphasis on across-the-board, one-size-fits-all landscape planting which results in planting hidden areas that benefit few and leaving much of the City's commercial corridors with a blighted and barren appearance.

PROJECT ANALYSIS

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: the following justifications are applicable.

- Clear direction on appropriate tree planting including allowable trees for parking lots, streets, and buffers (planting list customized for northeast Florida by committee of IFAS UF agents, urban foresters, landscape architects, planners, nursery operators, and developers).
- Better organization of code, including combination of separate buffering sections.

- Concentration of landscaping where it is needed, including along roadways, in parking lots, and adjacent to low impact uses.
- Provision of clear pruning standards for parking lot trees, streetside canopy trees, and buffer trees for nonresidential and multi-family development.
- Establishment of tree fund from mitigation to provide for off-site tree planting.
- Implementation of xeriscaping standards.
- Incentives for tree preservation.
- Reasonable and proportional compliance for existing uses and redevelopment.
- Emphasis on parking lot shade.
- Incorporation of landscaping into stormwater areas where practicable.
- Increased involvement of Tree Advisory Committee in appeals to ordinance and alternative approaches.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: the following Comprehensive Plan or Community Redevelopment Area Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of both plans. In regard to the policies listed below, the amendment is in line with stated purposes of promoting infill and mixed-use development, renewing blighted properties, encouraging the use of existing commercial areas, and practicing innovative development planning.

FUTURE LAND USE ELEMENT

Objective A.1.2 9J-5.006(3)(b)2

Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.

Policy A.1.6.1 9J-5.006(3)(c)

Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

Policy A.1.6.2 9J-5.006(3)(c)3

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

Objective A.1.8 9J-5.006(3)(b)9; F.S. 187.201(16)(b)3

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- *Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;*

- *Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and*
- *A mix of land use to promote convenience in the location of related uses and to reduce travel congestion and costs.*

FUTURE LAND USE ELEMENT

Policy A.1.3.2 9J-5.006(3)(c)2, 7

By June 2008, the Building Official shall review the City's Zoning Code and Subdivision Regulation to ensure that current buffering and separation standards between land uses of different densities or intensities of use remain sufficient to ensure compatibility between uses, or mitigate the effects of more dense / intense uses on less dense / intense uses.

Issues of compatibility shall include considerations for noise, sight, and level of traffic generation. The primary tool of ensuring capability between land uses shall be the Future Land Use Map and the elimination of non-conforming land uses. Other techniques shall include:

Noise and sight incompatibility -- screening by either a 6' solid physical wall or landscape plantings to reach, within 18 months, a height of at least 5 feet and an opacity of 80 percent.

CONSERVATION ELEMENT

Policy E.1.2.14

By June 1, 2009, the City shall amend its land development regulations by adopting a landscape irrigation and Xeriscape ordinance based on "Standards for Landscape Irrigation in Florida."

Policy E.1.2.17

New development shall utilize and/or preserve native vegetation, or use drought-resistant plants for landscaping to the greatest practicable extent. Native or drought tolerant plants include, but are not limited to those in the Florida Native Plant Society's Native Plants for Landscaping in Florida, or comparable guidelines.

LANDSCAPING AND TREE PROTECTION (ZONING CODE ARTICLE VI)

- (1) *Improve the aesthetic appearance of commercial, governmental, industrial and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment.*
- (2) *Improve environmental quality by recognizing the numerous beneficial effects of landscaping upon the environment, including:*
 - a. Improving air and water quality;*
 - b. Maintaining permeable land areas essential to surface water management and aquifer recharge;*
 - c. Reducing and reversing air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation;*
 - d. Promoting energy conservation through the creation of shade, thereby reducing heat gain in or on buildings or paved areas;*
 - e. Reducing the temperature of the microclimate through the process of evapotranspiration; and*

- f. *Encouraging the conservation of water through the use of site-specific plants, various planting and maintenance techniques, and efficient watering systems.*
- (3) *Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.*
- (4) *Establish procedures and standards for the administration and enforcement of this section.*
- (5) *Promote creative site development concepts in order to promote water and energy conservation.*
- (6) *Increase and maintain the value of land by requiring a minimum amount of landscaping to be incorporated into development.*
- (7) *Preserve existing natural trees and vegetation and incorporate native plants, plant communities and ecosystems into landscape design where possible by promoting landscaping methods that provide for the preservation of existing plant communities.*
- (8) *Assist in public information, the education of its citizens, and the effective implementation of this article.*

STAFF RECOMMENDATION

Staff recommends approval of Case 13-12 revising specific sections of Zoning Code Article VI and VII as paraphrased below and detailed in the attached revised ordinance, which includes annotations with justifications for each substantive change.

1. Various non-substantive revisions.
2. Elimination of exemption from tree protection ordinance for existing or planned recreation facilities and areas within 10 feet of an existing or planned building foundation. (Page 4, Tree Preservation)
3. Providing a sliding scale for tree mitigation that starts with 33% replacement of removed tree DBH inches (trunk diameter at breast height, which is how tree size is measured) above a point at which 30% of tree DBH is removed, and then increases beyond the 30% removal stage at a rate of one-half inch DBH replacement for each DBH inch of removed trees up to a required 68% DBH replacement at 100% tree removal. (Page 6, Tree Preservation)
4. Prohibition of mesh fence and tape for tree preservation barricades. (Page 7, Tree Preservation)
5. Pruning standards to ensure health and survival of required vehicle use area and buffer trees. (Page 8-9, Tree Preservation)
6. Reduction of new canopy tree size from ten to eight feet in height. (Page 9, Tree Preservation)
7. Increase from 25 to 50 square feet of landscaping per 500 square feet of paved area. (Page 13, Tree Preservation)
8. To allow for better required tree health, increase of parking lot landscape island width from five to nine feet and from 100 to 160 square feet in size. (Page 13, Tree Preservation)
9. Flexibility to allow for substitution of existing large trees for new vehicle use area trees when the existing trees provide same or higher levels of shade and aesthetic appeal. (Page 13, Tree Preservation)
10. One canopy tree planted in each landscape island, unless trees in adjacent landscape areas will provide equal or increased parking lot shade – note that this standard is currently enforced and this provision is for clarification. (Page 13, Tree Preservation)
11. Xeriscaping standard to require that vehicle use area trees be low or medium water use zone trees. (Page 14, Tree Preservation)

12. Reduction of number of unbroken spaces without landscape island from 12 to 10, to allow for more parking lot shade. (Page 14, Tree Preservation)
13. Ability to transfer required landscaping out of car dealer storage areas and other vehicle display and storage areas to other parts of the site. (Page 14, Tree Preservation)
14. Planting of stormwater areas and integration of such areas into landscaped area. (Page 14, Tree Preservation)
15. Terminal landscape islands required at each parking row end. (Page 14, Tree Preservation)
16. Consolidation/clarification of corner visibility rules. (Page 15, Tree Preservation)
17. Tree committee on case-by-case basis to decide if non-native plants can be used for parking lots, streetyards, and buffers for nonresidential and multi-family development. (Page 14, Tree Preservation)
18. Proportional and incremental compliance with required vehicle use area trees, roadway trees, and uncomplimentary use buffers for noncompliant commercial or multi-family properties, triggered by conditional use, expansion, and change of use. (Page 2-3, Buffering Standards)
19. Conditional uses only to provide uncomplimentary use buffers adjacent to single-family uses and one streetyard tree per 4,000 square feet of parking area. Multi-tenant uses to provide landscaping that is proportional to their share of total building space. (Page 2, Buffering Standards)
20. Additions and expansions of building or parking lot area provide proportional landscaping requirements. (Page 3, Buffering Standards)
21. Buffer tree spacing can be averaged for strategic shading and aesthetics. (Page 8, Buffering Standards)
22. Delineation of buffer types (from least to most intensive landscaping): default buffer, vehicular use area buffer, roadway buffer, streetyard, and uncomplimentary use buffer. (Page 8-9, Buffering Standards)
23. Consolidation of multiple buffer tables into one table only addressing uncomplimentary uses (low impact uses affected by high impact uses). (Page 10, Buffering Standards)
24. Multi-purpose buffering allowed to avoid duplicate required buffers when code intent is met. Tree spacing can be averaged. (Page 10, Buffering Standards)
25. Practical impediments to tree planting allow for off-site mitigation by developers through tree fund. Tree spacing can be averaged. (Page 12, Buffering Standards)
26. Tree committee to hear appeals or alternative methods of meeting ordinance intent. Tree spacing can be averaged. (Page 13, Buffering Standards)

ATTACHMENTS: PROPOSED ORDINANCES (MARKED UP VERSIONS AND CLEAN COPIES)
 TREE SCHEMATICS
 "BENEFITS OF TREES"

**LANDSCAPING & TREE PROTECTION
DRAFT ORDINANCE
MARKED-UP VERSION**

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Chapter 94 - ZONING
TREE PRESERVATION AND LANDSCAPING STANDARDS

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ARTICLE VI. – LANDSCAPING AND TREE PROTECTION

Sec. 94-291. – Intent and general policy.

It is the intent of this article to promote the health, safety and welfare of the current and future residents of the city by establishing minimum standards for the installation and continued maintenance of landscaping and the protection of trees within the city in order to:

- (1) Improve the aesthetic appearance of commercial, governmental, industrial and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment.
- (2) Improve environmental quality by recognizing the numerous beneficial effects of landscaping upon the environment, including:
 - a. Improving air and water quality;
 - b. Maintaining permeable land areas essential to surface water management and aquifer recharge;
 - c. Reducing and reversing air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation;
 - d. Promoting energy conservation through the creation of shade, thereby reducing heat gain in or on buildings or paved areas;
 - e. Reducing the temperature of the microclimate through the process of evapotranspiration; and
 - f. Encouraging the conservation of water through the use of site-specific plants, various planting and maintenance techniques, and efficient watering systems.
- (3) Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.
- (4) Establish procedures and standards for the administration and enforcement of this section.
- (5) Promote creative site development concepts in order to promote water and energy conservation.
- (6) Increase and maintain the value of land by requiring a minimum amount of landscaping to be incorporated into development.
- (7) Preserve existing natural trees and vegetation and incorporate native plants, plant communities and ecosystems into landscape design where possible by promoting landscaping methods that provide for the preservation of existing plant communities.
- (8) Assist in public information, the education of its citizens, and the effective implementation of this

1

underlined text indicates proposed & substantively new code language

Underlined highlighted text indicates existing code language that has been moved or paraphrased

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article.
(Code 1981, app. C, § 26-7(6))

Sec. 94-292. – Definitions.

For purposes of this article, the following definitions shall apply:

Bona fide agricultural purposes means good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:

- (1) The length of time the land will be so utilized.
- (2) Size of the land, as it relates to specific agricultural use.
- (3) Whether such land is subject to a lease, and, if so, the effective length, terms and conditions of the lease.
- (4) The intent of the landowner to sell or convert the land for or to nonagricultural purposes.
- (5) The proximity of the property to existing urban or metropolitan development.
- (6) The productivity of land in its present use.
- (7) The relationship of the property to the comprehensive plan.
- (8) The classification placed upon such lands by the property appraiser pursuant to F.S. § 193.461.
- (9) The current zoning classification of such lands.

Buffer yard or strip means a strip of land, identified on a site plan or by zoning requirement, established to protect one type of land use from another land use that may be incompatible. The area is landscaped, maintained and kept in open space.

Caliper means the diameter of a tree measured six inches off the ground.

Crown means the main mass of branching of a plant above ground.

DBH means diameter at breast height, or the diameter of a tree measured 4½ feet above the ground level.

Developed area means that portion of a plot or parcel upon which a building, a structure, surface drive area, gravel or landscaping has been placed.

Development means any proposed material change in the use or character of the land, including but not limited to land clearing associated with new construction, the placement of any structure or site improvement on the land, or expansion of existing buildings.

Dripline means a vertical line extending from the outermost branches of a tree to the ground.

Ecosystem means a characteristic assemblage of plant and animal life with a specific physical environment, and all interactions among species and between species and their environment.

Exceptional specimen tree means any tree which is determined by the city commission to be of unique and intrinsic value to the general public because of its size, age, historic association or ecological value, or any tree designated a Florida State Champion, United States Champion or World Champion by the American Forestry Association. The building and zoning department shall keep a record of all specimen trees so designated and their location.

Frontage means the linear distance measured along all abutting street rights-of-way.

Ground cover means low-growing plants planted in such a manner as to form a continuous cover over the ground (not including grass).

Hedge means a landscape barrier consisting of a continuous dense planting of shrubs.

Irrigation system means a permanent artificial watering system designed to transport and distribute water to plants.

Landscape area means planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

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Landscape development means trees, shrubs, ground cover, vines or grass installed in planting areas for the purpose of fulfilling the requirements of this section, or an unenclosed area of land in which landscape materials are placed, planted and maintained.

Landscape plan means a scale drawing that indicates all planting areas, and existing and proposed plant materials, designating species, quantity and location.

Landscaping means any combination of living plants (such as grass, ground cover, shrubs, vines, hedges or trees) and nonliving landscape material (such as rocks, pebbles, sand, mulch, walls or fences).

Mulch means nonliving organic materials customarily used in landscape design to retard erosion and retain moisture.

Open space means all areas of natural plant communities or areas replanted with vegetation after construction, such as revegetated natural areas, tree, shrub, hedge or ground cover planting areas, and lawns; and all other areas required to be provided as natural ground and landscaping pursuant to this chapter.

Planting area means any area designed for landscape planting having a minimum of ten square feet of actual plantable area and a minimum inside dimension of 18 inches on any side.

Protected tree means any tree with a DBH greater than or equal to eight inches.

Relocation of a tree means an act to relocate a tree being removed to an appropriate new location on the site.

Removal of a tree means physical removal by mechanical methods, such as excavation, chain saw and stump removal.

Runoff water means water which is not absorbed by the soil or landscape to which it is applied and flows from the area.

Shrub means a self-supporting woody, deciduous, evergreen perennial and/or flowering species characterized by multiple stems and branches arising from a main root.

Street line means that line limiting the right-of-way of the street and being identical with the property line of persons owning property fronting on the street.

Streetyard means the area between a street property line and the front wall of a building.

Trees means self-supporting woody perennial plants, having usually single self-supporting trunks, which normally grow to a minimum overall height of 15 feet and a mature crown spread greater than 15 feet. These trunks shall be clear of branches and limbs so that both trunk and canopy are distinct.

Vehicle means a form of transportation, including motorized and nonmotorized vehicles designed and required to be licensed for use upon a highway in the state.

Vehicle use areas means any surface drive areas (except public rights-of-way) used for the purpose of driving, parking, storing or display of vehicles, boats, trailers or mobile homes, including new and used car lots and other open lot uses. Parking structures, drive-in parking areas covered to the dripline of the covering, and garages shall not be considered as vehicle use areas.

Vines means any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or by means of tendrils, or which may simply sprawl over the ground or other plants.

(Code 1981, app. C, § 26-7(6))

Cross reference— Definitions generally, § 1-2.

Sec. 94-293. – Tree committee

The mayor shall appoint a tree committee consisting of one commissioner and six citizens who will serve at the pleasure of the commission. The tree committee shall advise city staff, advisory boards, and the city

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commission on issues pertaining to tree preservation and landscaping standards.

(Code 1981, app. C, § 26-7(6); Ord. No. 98-6, § 1, 2-26-1998)

Sec. 94-294. – Tree protection

(a) *Applicability.* The provisions of this section shall apply to all protected and preserved trees within the city, unless specifically exempted in this subsection.

(b) *Removal of protected trees prohibited; exceptions.*

(1) No person, or any agent or representative thereof, directly or indirectly, shall cut down, remove, damage or destroy or shall authorize the cutting down, removal, damage or destruction of any protected tree as defined in section 94-292 of this section, or shall commit any act or authorize the commission of any act which physically removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals or paving, changing the natural grade above the root system, and tree damage permitting infection or pest infestation, without first having obtained a permit as provided in subsection (c) of this section and providing tree protection as provided in subsection (d) of this section.

(2) The following protected trees are exempted from the provisions of this section:

a. Any tree located on any property which contains a single-family dwelling or a mobile home.

b. Any tree located on any property zoned R-1AA, R-1A or R-1.

c. Any tree located on any property which is in use for bona fide agricultural purposes.

d. Any tree located in botanical gardens or in state-approved government nurseries and groves which are grown for sale or public purpose.

e. Any tree that poses imminent danger to the public health, welfare or safety, and requires immediate removal without delay. In such instance, verbal authorization to remove a protected tree may be given by the city manager or his designee.

~~f. Any tree located on an existing or planned public recreation facility.~~

~~g. Any tree located on all real property in areas inside and up to ten feet from an existing or proposed building foundation line.~~

h. Any tree that an ~~local~~ electric company determines is an immediate or potential threat or hazard to existing or planned power lines.

i. Any dead or dying tree, scrub oak, Melaleuca spp., poison wood, camphor tree or Australian pine.

(3) During the period of an emergency such as a hurricane, flood or other natural disaster, the requirements of this subsection may be temporarily waived by the city manager so that private or public work to restore order in the city will in no way be hampered.

(c) *Permit for removal, relocation or replacement of protected trees.*

(1) Permits for site clearing and the removal or relocation of a protected tree shall be obtained by filing an application with the building and zoning department. Approval of the

4

underlined text indicates proposed & substantively new code language

Underlined highlighted text indicates existing code language that has been moved or paraphrased

NO JUSTIFICATION
FOR THESE
EXEMPTIONS. TREE
LOSS SHOULD BE
MITIGATED.

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- application and issuance of a permit by the building and zoning department shall be required prior to any land clearing or grubbing, prior to any disturbance of the root system or site development, or prior to the occurrence of any changes to an existing developed site. The site shall be inspected to ensure compliance with the approved site plan prior to any additional permits being issued. Applications for site clearing and tree removal or relocation shall include the following: A site plan, at a scale which clearly illustrates the requirements of this section, showing the lot configuration; the location and identification of existing and proposed improvements, if any, including structures, water retention areas, paving grade changes, utilities, easements and street rights-of-way or approved private streets; and the location and identity, by botanical or common name and caliper, of protected trees to be removed, relocated or retained.
- (2) An application for a permit for site clearing or for removal or relocation of a protected tree with a DBH of 36 inches or less shall be reviewed by the building and zoning department, and a decision shall be made thereon within five working days after receipt of such application or concurrent with building permit application review.
 - (3) An application for a permit for removal or relocation of a protected tree with a DBH greater than 36 inches or a specimen tree shall be reviewed by the planning board at the first available meeting of the planning board.
 - (4) The approval, conditional approval or denial by the building and zoning department or planning board of an application for a tree removal permit, as required by this section, shall be based on the following criteria:
 - a. The extent to which tree removal decreases aesthetic and environmental quality, land values and physical benefits to human beings.
 - b. The necessity to remove trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption to public services.
 - c. The necessity to remove trees which pose a safety hazard to buildings or other trees.
 - d. The necessity to remove diseased trees or trees weakened by age, weather, storm, fire or acts of God or which are likely to cause injury or damage to people, buildings or other improvements on a lot or parcel of land.
 - e. The extent to which tree removal is likely to result in damage to the property of other owners, public or private, including damage to lakes, ponds, streams or rivers through runoff or erosion.
 - f. The proposed landscaping, including plans whereby the applicant has planted or will plant perennial vegetative cover to replace those trees which are proposed to be cleared.
 - g. The topography of the land and the effect of tree removal on erosion, soil retention, and the diversion or increased flow of surface water.
 - h. Construction of proposed improvements to allow access around the proposed structure for construction equipment, access to the building site for construction equipment, or essential grade changes.
 - i. The land use and natural vegetative ground coverage of surrounding property.
 - j. The extent of any damage or hardship to the applicant resulting from a denial of the requested permit.
 - k. The species and size of the tree proposed for removal.
 - (5) Any relocation of trees in compliance with this section shall be performed in accordance

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with accepted industry practices, including watering to ensure survival of transplanted stock.

(6) Tree removal mitigation. Development requires reasonable levels of tree removal to accommodate buildings, parking, stormwater detention and other development elements. The following standards apply to tree removal mitigation.

a. Removal of less than 30% of protected tree DBH is allowed without penalty.

b. Removal of 30% of protected tree DBH requires replacement of 33% of removed protected tree DBH.

c. Removal of more than 30% of protected tree DBH requires replacement requires replacement of 0.5% of each removed DBH point over 30%.

d. Mitigation replacement may include planted trees, unprotected (smaller) trees, or transplanted trees. Protected trees identified for removal on the site clearing or tree removal application shall be replaced with new planted trees, unprotected trees or transplanted trees. Protected live oaks (Quercus virginiana) and all trees with a DBH greater than 36 inches removed shall be replaced only with live oaks. The total DBH inches of replacement live oaks shall equal two-thirds of the total DBH inches of protected live oaks and trees with a DBH greater than 36 inches removed (i.e., one 12-inch live oak removed could be replaced with two four-inch live oaks (8/12 equals two thirds)). For other removed protected trees, the total DBH inches of replacement trees shall equal one-third of the total DBH inches removed (i.e., one 12-inch tree removed could be replaced with one four-inch tree (4/12 equals one third). When there is significant loss of mature tree canopy or specimen trees on a particular site, the size of replacement trees may be increased by up to twice the minimum DBH by the building department in order to compensate for that loss. If multi-trunked trees are used as replacement trees, then the total caliper of the four largest trunks shall equal the replacement DBH. New palms may be used only to replace protected palms removed. Replacement species used shall be approved by the building and zoning department. No replacement will be required for protected trees which are determined by the building and zoning department to be dead or deteriorated as a result of age, insects, disease, storm, fire, lightning or other acts of nature.

a. ~~New replacement trees shall meet the minimum standards for landscape materials established by section 94-295(b).~~

be. Existing smaller trees which are not protected trees, but which are either transplanted or not removed, may be utilized to satisfy tree replacement requirements, consistent with city landscaping requirements contained in sections 94-295 and 94-296

MITIGATION STARTS AT 30% DBH REMOVAL, WITH 33% REPLACEMENT OF REMOVED TREES, AND GOES UP 0.4% FOR EVERY ADDITIONAL DBH OF REMOVED TREES, UP TO A HIGH OF 68% REPLACEMENT (AT REMOVAL OF ALL PROTECTED TREES).

MITIGATION RATIO SHOULD BE APPLIED ACROSS THE BOARD FOR CONSISTENCY PURPOSES, NO PREFERENCE FOR LIVE OAKS.

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- ef. Existing protected trees which would otherwise be removed from the site because of development may be utilized to satisfy tree replacement requirements if transplanted to a location on the site which meets the landscaping requirements contained in sections 94-295 and 94-296
 - eg. If protected tree removal is associated with new development, the name, size and location of all replacement trees shall be shown on the required landscape plan and such trees shall be installed prior to the final building inspection. Otherwise, the name, size and location of the required replacement trees shall be shown on the site plan required for site clearing or tree removal and such trees shall be installed within the time limit stated on the site clearing or tree removal permit.
 - eh. Existing nonprotected trees, transplanted trees and new trees used for replacement become protected trees.
 - ~~f. Replacement trees shall be maintained pursuant to the requirements of section 94-295(b), pertaining to installation and maintenance.~~
 - ~~g. Replacement trees may be used to satisfy the tree requirements of sections 94-295 and 94-296.~~
 - hi. A tree used for replacement shall be at least ten feet from any other tree planted, transplanted or preserved.
- (d) *Tree protection during development.* All protected trees, and trees retained for tree credit under this section, shall be protected from injury during any land clearing or construction in the following manner:
- (1) Prior to any land clearing operations, tree limbs which interfere with construction shall be removed and temporary barriers shall be installed around all trees to remain within the limits of land clearing or construction and shall remain until the completion of the work. The temporary barrier shall be at least three feet high, shall be placed at least six feet away from the base of any tree, and shall include at least 50 percent of the area under the dripline of any protected tree retained for tree credit. The barrier shall consist of either a wood fence with two-by-four posts placed a maximum of eight feet apart with a two-by-four minimum top rail, ~~or a temporary wire mesh fence,~~ or other similar substantive barrier which will limit access to the protected area.
 - (2) No materials, trailers, equipment or chemicals shall be stored, operated, dumped, buried or burned within the protected areas. No attachment, wires (other than protective guy wires), signs or permits shall be attached to a protected tree.
- (e) *Correction of violations; appeals; permit fee.*
- (1) *Correction of violations.* A violation of this section shall be corrected as follows: By replacing the protected trees removed without a permit with new planted trees, unprotected trees or transplanted trees. The total DBH inches of replacement trees shall equal the total DBH inches removed (i.e., one 12-inch tree removed could be replaced with three four-inch trees). A tree replanting plan showing how the damage caused to the site by the violation will be mitigated shall be subject to the review and approval of the building and zoning department. No work shall be allowed on the property where the violation occurred without payment of required fees and approval of the tree replanting plan.
 - (2) *Appeals.* A person aggrieved by an administrative order, determination or decision of the

MESH FENCE/TAPE
ARE INEFFECTIVE
AND ARE TYPICALLY
PUSHED ASIDE

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building and zoning department may appeal the order, determination or decision to the board of zoning appeals for a variance from the requirements of this subsection.

- (3) *Permit fee.* The fee for a site clearing and/or tree removal/relocation permit shall be as set out in appendix A to this Code, as amended from time to time.

(Code 1981, app. C, § 26-7(6))

Sec. 94-295. – General landscape requirements

(a) *Scope.* This section shall apply to all multifamily development of three or more units, and nonresidential development. In those instances where a structure is enlarged or a change of use occurs so that an increase in required parking or loading results under this chapter or any other city ordinance, landscaping shall be provided in accordance with this section and section 94-296. All areas and uses which require landscaping shall meet or exceed the general landscaping requirements in this section, which shall be considered complementary to the landscaping provisions of any other city ordinance.

(b) *Installation and maintenance.* The installation and maintenance of landscaping shall be subject to the following:

- (1) *Installation.* All landscaping shall be installed according to accepted commercial planting procedures. All landscape areas shall be protected from vehicular encroachment by wheel stops or curbing. If curbing is used abutting landscaped areas, it shall be perforated to permit drainage from the surface drive area into the landscaped areas. Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement and shall be removed after 12 months. Topsoil with a depth sufficient to ensure plant survival shall be provided. No canopy trees shall be planted within 20 feet of overhead wires.

(2) *Maintenance; trimming of branches extending over public right-of-way.*

- a. *Landscape condition.* The owner of a property with landscaping required by this Code shall be responsible for the maintenance of all landscaping in good condition so as to present a neat, healthy and orderly appearance free of refuse and debris. Succeeding owners, lessees, and agents must also reasonably maintain the buffers. The penalty for failing to install or maintain the required buffer areas is outlined in the administration and enforcement section of this article.

- b. *Irrigation.* All landscaped areas shall be provided with an irrigation system. This system shall consist of either an underground or exposed sprinkler equipped with a time or manual switch and/or a readily available water supply outlined on a landscaping plan, as required by section 94-296(d). Maintenance shall include the prompt replacement of all dead plant material. Plantings shall be grouped according to the water use zones shown in Table 297-A.

- c. *Pruning and trimming.* Trees required within nonresidential or multi-family development as shade/canopy trees in parking lots and roadway buffers or screening elements in buffers shall be pruned only as necessary to promote uniform healthy growth. Trees shall be allowed to attain their natural size. Trees may be pruned to remove diseased or dying portions in areas

GROUPING OF
PLANTINGS
ACCORDING TO WATER
ZONE PROVIDES FOR
BETTER PLANT
HEALTH.

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PRUNING STANDARDS
PROMOTE TREE
HEALTH AND SAVE
COSTS ON
REPLACEMENT OF
DEAD AND DAMAGED
LANDSCAPING.

where falling limbs may be a hazard to people or property. Lower limbs and suckers may be selectively removed to provide clearance for pedestrians. In addition, trees located in association with vehicular use areas shall also be pruned to allow for a clearance of ten feet from ground level to avoid potential for damage or injury to vehicles and pedestrians. However, excessive pruning or pollarding of trees into round balls of crown or branches, which results in an unnecessary reduction of leaf mass shall be prohibited. Severe cutting back of lateral branches and canopy or topplings or hatracking trees is expressly prohibited. Pruning restrictions shall not apply to trees under power lines. Pruning cuts shall be made just outside the branch collar, identified as the swelling where a branch joins the trunk of a tree.

ed. Maintenance of vegetation over right-of-way. It shall be the duty of the owner, lessee or occupant, or the agent, representative or employee of any such owner, lessee or occupant, having control of any lot or parcel of real estate in the city, to maintain and control the limbs and foliage of trees and shrubs extending over the public right-of-way. Limbs and foliage are to be trimmed so as to provide clearance of at least ten feet above sidewalks and public rights-of-way, and of at least 14 feet over public streets and roadways. This subsection shall apply to all trees on private property, as well as to all trees planted by the owner, lessee or occupant, or the agent, representative or employee of any such owner, lessee or occupant, whether located on private property or located between private property lines and the street curb or edge.

de. The Department of Building and Zoning shall be responsible for enforcement of landscape maintenance standards.

(c) *Plant materials.* Plant materials are subject to the following:

(1) *Quality.* All plant material shall meet American Association of Nurserymen Standards. Plant materials used in conformance with the provisions of this subsection shall conform to the standards for Florida Grade No. 1 or better as given in Grades and Standards for Nursery Plants, Part I, and current edition, Part II, State of Florida Department of Agriculture and Consumer Services, Tallahassee, or equal thereof. Plant materials determined as not meeting these standards shall not be counted towards meeting the required amount of landscape materials.

(2) *Trees.* -

a. Canopy trees. ~~Required trees planted for credit under section 9-295(d)~~ shall be a minimum of ~~ten~~ eight feet in height and two inches DBH, when measured immediately after planting. In the case of palms, the required measurement shall be six feet from ground level to the base of palm fronds.

b. Understory trees. Understory trees shall be a minimum of four feet in height and one-and-one-half DBH. For the purpose of this subsection, two palm trees shall equal one ~~tree credit~~ understory tree. Trees shall be planted in planting areas having a minimum area of 25 square feet with a minimum distance of 2½

NEW LANGUAGE
IMPORTED FROM
BUFFER SECTION, AS IT
FITS BETTER IN THIS
SECTION.

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feet measured from the center of the tree trunk to the near edge of the landscape area.

- (3) *Shrubs.* Shrubs shall be a minimum of 24 inches high and 15 inches wide upon installation. Shrubs or ornamental grasses planted to form hedges shall be an evergreen species. Shrubs and ornamental grasses planted to form hedges shall be planted no further apart than 30 inches on center. ~~Shrub species not commonly available from commercial nurseries that do not meet these requirements upon installation, but which will achieve required height and mass, may be used at the discretion of the building department. Good cause must be shown, with the burden of proof upon the applicant.~~
- (4) *Vines.* Vines shall be a minimum of 30 inches in height six months after planting and should be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified.
- (5) *Ground covers.* Ground covers other than grass shall be planted in such a manner as to present a finished appearance and reasonably complete vegetative coverage within six months after planting.
- (6) *Lawn grass.* Ground cover of vegetative matter shall be provided throughout the buffer area except in undisturbed natural vegetation areas. If grass is used, it shall be of a species normally grown as permanent lawns in the vicinity of Palatka, Florida. Grass areas may be sodded, plugged, sprigged or seeded. Solid sod grass shall be used in swales or other areas subject to erosion.
- (7) *Permanent architectural planters.* The use of permanent architectural planters and tree grates may be permitted in fulfillment of landscape requirements when physical constraints that are not self-created limit the use of landscape areas. Such architectural planters shall ~~contain not less than~~ be at least ten square feet in size and shall have a depth of not less than 15 inches.
- (8) *Mulching or covering of planting areas.* All planting areas shall be covered with grass or other ground cover (including inanimate materials such as bark, etc.) where not otherwise landscaped. Mulch is required in all shrub beds. All other planting areas shall be covered with grass or ground cover.
- ~~(9) *Trees not eligible for landscape credit.* The following trees are not native Florida tree species. They typically out-compete and cause the decline of native trees and have a high susceptibility to wind and cold damage. They are discouraged from use in landscaping in an effort to prevent additional distribution of the trees in the area. They may be used for landscaping, but will not count towards landscaping requirements noted in this section:~~
- ~~a. Tallow tree (Chinese tallow tree);~~
 - ~~b. Camphor tree;~~
 - ~~c. Australian pine;~~
 - ~~d. Melaleuca (punk tree);~~
- (d) *Credit for new trees and existing trees.*
- ~~(1) *New trees.* Credit shall be given for each tree in accordance with the schedule which follows: Each new tree must be planted in a landscaped area of not less than 25 square feet. To ensure the proper development of the tree's crown, no canopy trees counted as credit shall be planted closer than 15 feet on center. Chinese fan and cabbage (sabal) palms~~

PLANT LIST (TABLE 297-A) ELIMINATES THE NEED FOR THIS PROVISION AS IT LISTS ACCEPTABLE SHRUB SPECIES.

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~~counted as credit shall be planted with a minimum of two plants to an area. A credit of one tree shall be allowed for every two palms.~~

- (2) *Existing trees.* Existing native and healthy trees which are retained and preserved shall be credited against required buffer and vehicle use area trees upon written determination by the building and zoning department that such trees serve the same or higher purpose than would new trees in terms of providing shade and aesthetic appearance. This credit includes multiple trees which by benefit of their size or location provide the shade that is equivalent to several newer and smaller trees. After the loss of such credited trees, the property owner must provide replacement trees according to code in specific landscape areas. ~~receive credit against the landscape area requirements according to the following schedule:~~

ALLOWS FOR FLEXIBILITY AND COST SAVINGS BY ALLOWING LARGE, EXISTING TREES TO SUBSTITUTE FOR MULTIPLE SMALL, NEW TREES

Inches DBH	Credits
2 to less than 7	1
7 to less than 12	2
12 to less than 20	3
20 or more	4

These credits shall apply where the preserved tree is in a planting area in which the area's least dimension is one-half of the radius of the crown spread of a tree up to ten feet, measured from the trunk center, and where no substantial grade changes within the landscape area are anticipated. In no case shall this least dimension be less than 2½ feet. To receive credit for trees, the applicant must submit a site plan locating all existing trees and indicating size and species. All trees retained for credit must be protected during all phases of construction, as set forth in subsection (c) of this section, pertaining to tree protection.

- (39) *Trees not eligible for landscape credit.* The following trees are not native Florida tree species. They typically out-compete and cause the decline of native trees and have a high susceptibility to wind and cold damage. They are discouraged from use in landscaping in an effort to prevent additional distribution of the trees in the area. They may be used for landscaping, but will not count towards landscaping requirements noted in this section:

- a. Tallow tree (Chinese tallow tree).
- b. Camphor tree.
- c. Australian pine.
- d. Melaleuca (punk tree).

- (43) *Ratio of required trees.* The ratio of required trees is as follows:
 Canopy trees = 50 percent minimum.
 Understory trees = 50 percent maximum.
 Palms = 15 percent maximum.

(Code 1981, app. C, § 26-7(6))

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Sec. 94-296. – Specific landscape requirements.

- (a) ~~Buffer zones.~~
- (1) ~~A buffer zone is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.~~
- (2) ~~The width and degree of vegetation required depends on the nature of the adjoining thoroughfares and uses. The standards of subsections (a)(3) and (4) of this section prescribe the required width and landscaping of all buffer zones.~~
- (3) ~~The standards for buffer zones are set out in the following illustrations that specify the number of plants required per 100 linear feet. To determine the total number of plants required, the length of each side of the property requiring a buffer shall be divided by 100 and multiplied by the number of plants shown in the illustration. The plants shall be spread reasonably evenly along the length of the buffer.~~ THIS SECTION MOVED TO BUFFER SECTION
- MINIMUM REQUIRED BUFFERS
ADD FIGURE page 1712.17

THIS SECTION
MOVED TO
BUFFER SECTION

MULTIPLE BUFFER
TABLES
CONSOLIDATED INTO
ONE TABLE IN
BUFFER SECTION

- (4) ~~The standards in subsection (a) of this section shall be applied between abutting parcels as follows:~~

The standards in subsection (a) of this section shall be applied between abutting parcels as follows:

Use of Adjacent Parcel	Use of Parcel Being Developed						
	Single Family Subdivision	Multifamily	Office	Commercial	Industrial	Institutional	Public ROW
Single family	None	A	B	B	C	B	None
Multifamily	None	None	A	B	B	A	None
Office	None	None	None	A	B	A	None
Commercial	None	None	None	None	B	A	None
Industrial	None	None	None	None	None	A	None
Institutional	A	A	A	A	B	None	None
Public ROW	A	A	A	A	A	A	None

- (5) ~~Buffering for mixed use developments shall be based on the more intense use in the building or cluster of buildings.~~
- (6) ~~If a developer proposes to landscape a buffer zone with existing native vegetation, a variance from the strict planting requirements of this subsection may be granted by the building department if:~~
- a. ~~The variance is necessary to prevent harm to the existing native vegetation; and~~

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~~b. — The buffering and/or aesthetic purposes of the buffer zone are substantially fulfilled despite the variance.~~

~~(7) — Responsibility for providing buffer zones.~~

~~a. — The desired width of a buffer zone between two parcels is the sum of the required buffer zones of the parcels. Where a new use is proposed next to an existing use that has less than the required buffer zone for that use, an inadequate buffer zone will be tolerated, except as provided in this subsection, until the nonconforming parcel is redeveloped and brought into conformity with the buffer zone requirements of this Code. The developer of the new adjoining use is encouraged to take into account the inadequacy of the adjoining buffer zone in designing the site layout of the new development.~~

~~b. — Where a residential use is proposed next to an existing nonresidential use, or a nonresidential use is proposed next to an existing residential use, and the existing use does not have a conforming buffer zone abutting the property proposed for development, the proposed use shall provide 80 percent of the combined required buffer zones of the two uses. Where the existing use has a buffer zone, but such zone does not meet the requirements of this Code, the proposed use may provide less than 80 percent of the combined required buffer zones if the provision of such lesser amount will create a buffer zone meeting 100 percent of the combined required buffer zone of the two uses. The building department shall determine which areas may be counted as buffer zone of the existing use based on the buffering qualities of the areas.~~

~~(b) Interior Vehicle use area landscaping. Vehicle use All parking areas shall have interior landscaping to provide visual and climatic relief from broad expanses of pavement, and to direct and define logical areas for pedestrian and vehicular circulation.~~

~~(1) Minimum open space. Off-street parking areas containing five parking spaces or in excess of 1,500 square feet shall contain at least ten square feet of interior landscaping for each parking space. Other vehicular use areas in excess of 1,000 square feet shall have a minimum of 25-50 square feet of landscaped area or island for each 500 square feet or fraction thereof of paved area.~~

~~(2) Landscape areas. Each separate interior landscaped area shall contain a minimum of 100-160 square feet and shall be at least five feet wide the allowable width of a parking space, but exceeding nine feet. A minimum of one canopy tree shall be planted for every 120 square feet of interior landscaping or fraction thereof within each landscape island, with the remaining area adequately planted with shrubs, ground cover or other approved landscaping materials. When it can be demonstrated that preserved or planted canopy trees can effectively shade parking lots in a manner that is equivalent to or exceeds island shade tree planting or preservation, the building and zoning department may approve such alternatives.~~

BEST TO HAVE ONE
REASONABLE STANDARD
FOR ALL PARKING LOTS.

THE 50-SF STANDARD
EQUATES TO A TYPICAL
ARRANGEMENT OF
PARKING LOT LANDSCAPE
ISLANDS.

REQUIRING LANDSCAPE
ISLANDS SIZED LIKE PARKING
PLACES PROVIDES NEEDED
ROOM FOR TREES AND ALSO
MAKES PARKING LOT DESIGN
FLEXIBLE FOR PLANTING AND
PRESERVING TREES.

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- (3) Xeriscaping. High water use trees, as identified in Table 297-A shall not be allowed for vehicle use area trees due to the need for increased survivability in the harsh conditions of parking lots.
- (3) Curbing and wheel stops. All interior landscaping shall be protected from vehicle encroachment by curbing or wheel stops, with cut-outs provided if needed for stormwater entry into landscape areas.
- (4) Parking row relief. Interior landscaping shall be located in a manner which will divide or interrupt the broad expanse of paving. Landscaped areas shall subdivide parking areas into parking bays containing a maximum of 50 spaces, provided that no more than ~~42~~10 spaces shall be in an uninterrupted row. Parking rows shall be terminated by landscape areas.
- (5) Relocation of landscaping. In other vehicular use areas where the strict application of this subsection will seriously limit the function of the area, such as off-street loading areas or vehicle display or storage area, the required landscaping may be located near the perimeter of the paved area in streetyards or buffers. Such required interior landscaping which is relocated shall be in addition to the buffer zone requirements.
- (6) Interior landscaping layout or design shall be reviewed and approved by the building and zoning department.
- (c) Use of required landscape areas. No accessory structures, garbage or trash collection points or receptacles, parking, or any other functional use contrary to the intent and purpose of this Code shall be permitted in a required landscape area. This does not prohibit the combining of compatible functions such as landscaping and drainage facilities.
- (d) Stormwater facilities shall be planted with appropriate trees and other plantings when practicable.
- (~~e~~) Landscape plan approval. Appropriate site plans showing proposed landscape development shall be submitted to the ~~city~~ building and zoning department. The site plan shall be drawn to scale normally of not less than one inch equals 30 feet. A different scale may be permitted for good cause shown. Landscape plan review will typically be done concurrent with building permit application review. Amendments or modifications to approved landscape plans shall be reviewed administratively within five working days. Such site plan shall include the following:
- (1) Plant name, size and location, number, spacing and size upon installation of all trees, shrubs and ground covers.
 - (2) Existing and proposed landscape areas.
 - (3) Existing and proposed parking areas, including access aisles, driveways, catchbasins and all vehicular use areas, scaled and/or dimensioned.
 - (4) An irrigation system, including heads, valves and pump, that provides 100 percent coverage.

10 SPACE LIMITATION IS STANDARD AND BETTER PROVIDES FOR SHADY PARKING LOTS

RECOGNIZES THAT CAR DEALERS AND CAR RENTAL AGENCIES NEED TO TIGHTLY PARK CARS.

IMPROVES ON BARREN APPEARANCE OF DRY PONDS.

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(5) Locations of all existing and/or proposed structures, sidewalks, pools, fences and walls, all applicable utilities services, dumpsters and other improvements, properly dimensioned and referenced to property uses, setback and yard requirements.

E AND F ARE
DUPLICATE
STANDARDS THAT
SHOULD BE
COMBINED

- ~~(e) *Sight distance for landscaping adjacent to public right-of-way and points of access.* When an accessway intersects a public right-of-way, all landscaping shall provide unobstructed cross-visibility at a level between 2½ and ten feet high within the areas of property on both sides of an accessway formed by the intersection of each side of the accessway and public right-of-way lines, with two sides of such triangle being ten feet in length from the point of intersection and the third side being a line connecting the ends of the two other sides; provided that trees having limbs and foliage trimmed in such a manner that no limbs or foliage extend into the cross-visibility area shall be allowed, provided they are located so as not to create a traffic hazard. Landscaping, except required grass or ground cover, shall not be located closer than three feet to the edge of any accessway pavement.~~
- (f) *Corner visibility.* On ~~any corner~~ lot located at the intersection of a street or driveway ~~in any residential district~~, no hedge, structure or planting, or other obstruction to vision between the heights of 2½ feet and ten feet above street level shall be erected, placed or maintained within the triangular area formed by the intersection of curblines and a straight line joining the curblines at points which are 30 feet distant from the point of intersection measured along the ~~curblines~~ edge of pavement.
- (g) *Appeals.* A person aggrieved by an administrative order, determination or decision of the building and zoning department may appeal the order, determination or decision to the ~~board of zoning appeal~~ tree advisory board for a variance from the strict requirements of this section.

(Code 1981, app. C, § 26-7(6))

Sec. 94-297. – Approved plant list

Plant material required for parking lots, streetyards, and buffers for nonresidential and multi-family development and redevelopment shall be selected from the following list, or approved by the determined to be similar and suitable in form and function to the approved plants. Native plants are required unless exempted from the requirement by the tree committee. The table includes appropriate trees for parking lot and rights-of-way. An asterisk indicates that the tree in question may be allowed by the building and zoning department on a case-by-case basis depending on site conditions.
Explanation of the water zone follows the table.

PLANT LIST ENSURES
PROPER PLANTING

PART II - MUNICIPAL CODE
Chapter 94 - ZONING
TREE PRESERVATION AND LANDSCAPING STANDARDS

Table 94-297A: Approved plant list

<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>	<u>Right-of-Way</u>	<u>Parking Lot</u>
NATIVE CANOPY TREES (Mature size 40' or more in height)				
<u><i>Acer rubrum</i></u>	Red Maple	H,M	Yes	No
<u><i>Betula nigra</i></u>	River Birch	H	Yes	No
<u><i>Carya aquatica</i></u>	Water Hickory	H	No	No
<u><i>Carya cordiformis</i></u>	Bitternut Hickory	M	No	No
<u><i>Carya glabra</i></u>	Pignut Hickory	M,L	No	No
<u><i>Carya tormentosa</i></u>	Mockernut Hickory	H	No	No
<u><i>Celtis laevigata</i></u>	Sugarberry	M,L	*	No
<u><i>Diospyros virginiana</i></u>	Common Persimmon	M	No	No
<u><i>Fraxinus americana</i></u>	White Ash	M	*	No
<u><i>Fraxinus caroliniana</i></u>	Carolina Ash	H	No	No
<u><i>Fraxinus pennsylvanica</i></u>	Green Ash	M	Yes	Yes
<u><i>Liriodendron tulipifera</i></u>	Tuliptree	H	No	No
<u><i>Liquidambar styraciflua</i></u>	Sweetgum	M,L	No	No
<u><i>Magnolia grandiflora</i></u>	Southern Magnolia	M,L	Yes	No
<u><i>Magnolia virginiana</i></u>	Sweetbay Magnolia	H	Yes	No
<u><i>Morus rubra</i></u>	Red Mulberry	L	No	No
<u><i>Nyssa aquatica</i></u>	Water Tupelo	H	No	Yes
<u><i>Nyssa sylvatica</i></u>	Black Tupelo	H	Yes	Yes
<u><i>Persea borbonia</i></u>	Red Bay	L	*	No
<u><i>Pinus clausa</i></u>	Sand Pine	L	No	No
<u><i>Pinus elliottii</i></u>	Slash Pine	L	No	No
<u><i>Pinus glabra</i></u>	Spruce Pine	H	*	Yes
<u><i>Pinus palustris</i></u>	Longleaf Pine	M,L	No	No
<u><i>Pinus taeda</i></u>	Loblolly Pine	L	No	No
<u><i>Platanus occidentalis</i></u>	Sycamore	H,M,L	*	Yes
<u><i>Quercus falcata</i></u>	Southern Red Oak	L	No	No
<u><i>Quercus hemispherica</i></u>	Laurel Oak	M,L	No	Yes
<u><i>Quercus laevis</i></u>	Turkey Oak	L	No	No
<u><i>Quercus laurifolia</i></u>	Diamondleaf Oak	L	No	No
<u><i>Quercus michauxii</i></u>	Swamp Chestnut Oak	H,M	*	Yes
<u><i>Quercus nigra</i></u>	Water Oak	H,M	No	No

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>	<u>Street</u>	<u>Parking</u>
NATIVE CANOPY TREES (Mature size 40' or more in height) (cont'd)				
<u>Quercus phellos</u>	Willow Oak	<u>L</u>	*	<u>Yes</u>
<u>Quercus shumardii</u>	Shumard Oak	<u>H,M,L</u>	*	<u>Yes</u>
<u>Quercus stellata</u>	Post Oak	<u>M,L</u>	No	<u>Yes</u>
<u>Quercus virginiana</u>	Southern Live Oak	<u>M,L</u>	*	<u>Yes</u>
<u>Taxodium ascendens</u>	Pond Cypress	<u>L</u>	*	<u>Yes</u>
<u>Taxodium distichum</u>	Bald Cypress	<u>L</u>	*	<u>Yes</u>
<u>Tilia floridana</u>	Florida Basswood	<u>H</u>	No	No
<u>Ulmus alata</u>	Winged Elm	<u>M,L</u>	Yes	<u>Yes</u>
<u>Ulmus americana</u>	American Elm	<u>H,M</u>	No	No
<u>Ulmus crassifolia</u>	Cedar Elm	<u>L</u>	*	No
<u>Carya illinoensis</u>	Pecan	<u>H,M</u>	No	No
<u>Phoenix canariensis</u>	Canary Island Date Palm	<u>L</u>	Yes	<u>Yes</u>
<u>Phoenix dactylifera</u>	Date Palm	<u>L</u>	Yes	<u>Yes</u>
<u>Salix babylonica</u>	Weeping Willow	<u>H</u>	No	No
<u>Ulmus parvifolia</u>	Chinese (Drake) Elm	<u>M,L</u>	Yes	<u>Yes</u>
<u>Washingtonia robusta</u>	Washington Palm	<u>L</u>	Yes	No
NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:				
<u>Acer barbatum</u>	Florida Maple	<u>M</u>	Yes	No
<u>Acer leucoderme</u>	Florida Sugar Maple	<u>M</u>	No	<u>Yes</u>
<u>Aesculus pavia</u>	Red Buckeye	<u>M</u>	No	No
<u>Bumelia tenax</u>	Tough Bumelia	<u>L</u>	Yes	No
<u>Carpinus caroliniana</u>	American Hornbeam	<u>H,M</u>	Yes	No
<u>Cercis canadensis</u>	Eastern Redbud	<u>L</u>	Yes	No
<u>Chamaecyparis throides</u>	Atlantic White Cedar	<u>H</u>	No	No
<u>Chionanthus virginicus</u>	Fringetree	<u>M,L</u>	No	No
<u>Cornus florida</u>	Flowering Dogwood	<u>M</u>	No	No
<u>Crataegus spp.</u>	Hawthorn	<u>M,L</u>	No	No
<u>Gordonia lasianthus</u>	Loblolly Bay	<u>H</u>	No	No
<u>Halesia carolina</u>	Carolina Silverbell	<u>M</u>	Yes	<u>Yes</u>

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<u>NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:</u>				
<u>Halesia diptera</u>	Two-Winged Silverbell	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Ilex spp.</u>	Hollies	<u>L</u>	<u>Yes</u>	<u>Yes</u>
<u>Juniperus silicicola</u>	Southern Redcedar	<u>L</u>	<u>Yes</u>	<u>No</u>
<u>Juniperus virginiana</u>	Eastern Redcedar	<u>L</u>	<u>Yes</u>	<u>No</u>
<u>Myrica cerifera</u>	Wax Myrtle	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>	<u>Street</u>	<u>Parking</u>
<u>Ostrya virginiana</u>	American Hophornbeam	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Persea palustris</u>	Swampbay	<u>H</u>	<u>No</u>	<u>No</u>
<u>Pinckneya pubens</u>	Fevertree	<u>H</u>	<u>No</u>	<u>No</u>
<u>Prunus augustifolia</u>	Chickasaw plum	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Quercus austrina</u>	Bluff Oak	<u>M</u>	<u>*</u>	<u>Yes</u>
<u>Quercus chapmanii</u>	Chapman Oak	<u>L</u>	<u>No</u>	<u>No</u>
<u>Quercus incana</u>	Bluejack Oak	<u>L</u>	<u>No</u>	<u>No</u>
<u>Quercus myrtifolia</u>	Myrtle Oak	<u>L</u>	<u>No</u>	<u>No</u>
<u>Quercus nuttallii</u>	Nuttal Oak	<u>L</u>	<u>*</u>	<u>Yes</u>
<u>Sabal palmetto</u>	Cabbage Palm	<u>L</u>	<u>Yes</u>	<u>Yes</u>
<u>Salix caroliniana</u>	Willow	<u>H</u>	<u>No</u>	<u>No</u>
<u>Tilia caroliniana</u>	Carolina Basswood	<u>M</u>	<u>No</u>	<u>No</u>
<u>Vaccinium arboreum</u>	Sparkleberry	<u>L</u>	<u>No</u>	<u>No</u>
<u>Viburnum rufidulum</u>	Viburnum	<u>M</u>	<u>No</u>	<u>No</u>
<u>NON-NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:</u>				
<u>Butia capitata</u>	Pindo Palm	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Callistemon rigidus</u>	Bottlebrush	<u>M</u>	<u>No</u>	<u>No</u>
<u>Cupressocyparis leylandii</u>	Leyland Cypress	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Eriobotrya japonica</u>	Loquat	<u>M</u>	<u>Yes</u>	<u>No</u>
<u>Ilex spp.</u>	Treeform Holly	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Lagerstromia indica</u>	Crape Myrtle	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Ligustrum japonicum</u>	Waxleaf Privet	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Magnolia spp.</u>	Deciduous Magnolia	<u>H,M</u>	<u>No</u>	<u>No</u>
<u>Ulmus parvifolia</u>	Chinese Elm	<u>M,L</u>	<u>No</u>	<u>No</u>

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NATIVE SHRUBS, SMALL PALMS AND CYCADS:</u>		
<u>Callicarpa americana</u>	Beautyberry	H,M,L
<u>Calycanthus floridus</u>	Sweetshrub	H,M
<u>Feijoa sellowiana</u>	Pineapple Guava	M
<u>Forestiera segregata</u>	Florida Privet	M,L
<u>Ilex glabra</u>	Gallberry	M,L
<u>Ilex vomitoria</u>	Yaupon Holly	L
<u>Illicium parviflorum</u>	Star Anise	H,M
<u>Myrica cerifera</u>	Wax Myrtle	M,L
<u>Rhapidophyllum hystrix</u>	Needle Palm	M,L
<u>Sabal minor</u>	Bluestem Palmetto	H,M,L
<u>Serenoa repens</u>	Saw Palmetto	M,L
<u>Vaccinium corymbosum, darrowii, myrsinites</u>	Native blueberries	
<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NON-NATIVE SHRUBS, SMALL PALMS AND CYCADS:</u>		
<u>Viburnum obovatum</u>	Walters Viburnum	H,M
<u>Abelia grandiflora</u>	Abelia	M
<u>Beloperone guttata</u>	Shrimp Plant	H,M
<u>Bulbine</u>	Groundcover	
<u>Buxus microphylla</u>	Japanese Boxwood	M
<u>Buxus sempervirens</u>	English Boxwood	M
<u>Camellia japonica</u>	Camellia	M
<u>Camellia sasanqua</u>	Sasanqua Camellia	H
<u>Chamaerops humilis</u>	European Fan Palm	L
<u>Codiaeum variegatum</u>	Croton	H,M,L
<u>Cycas revoluta</u>	King Sago	L
<u>Eleagnus pungens</u>	Silverthorn	M,L
<u>Fatsia japonica</u>	Fatsia	H,M
<u>Gardenia jasminoides</u>	Gardenia	H,M
<u>Hibiscus syriacus</u>	Rose of Sharon	M
<u>Hydrangea spp.</u>	Hydrangea	H,M
<u>Ilex spp.</u>	Shrubform Holly	M
<u>Juniperus spp.</u>	Juniper	M,L
<u>Ligustrum japonica</u>	Waxleaf Privet	M,L

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
NON-NATIVE SHRUBS, SMALL PALMS AND CYCADS:		
<u>Loropetalum chinense</u>	Chinese Witch Hazel	H,M
<u>Michelia figo</u>	Banana Shrub	H,M
<u>Nerium oleander</u>	Oleander	M,L
<u>Osmanthus fragrans</u>	Sweet Olive	M
<u>Pittosporum tobira</u>	Pittosporum	H,M
<u>Platycladus orientalis</u>	Arborvitae	L
<u>Podocarpus macrophylla, nagi</u>	Podocarpus	M,L
<u>Raphiolepis indica</u>	Indian Hawthorn	M,L
<u>Rhododendron spp.</u>	Azalea	H,M
<u>Ternstroemia gymnanthera</u>	Cleyera	M,L
<u>Trachycarpus fortunei</u>	Windmill Palm	L
<u>Viburnum odoratissimum</u>	Sweet Viburnum	H,M
<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
NATIVE GROUNDCOVERS:		
<u>Viburnum tinus</u>	Laurustius Viburnum	M,L
<u>Borrchia frutescens</u>	Sea Oxeye Daisy	L
<u>Ceratiola ericoides</u>	Rosemary	M,L
<u>Crinum spp.</u>	Crinum Lily	M
<u>Gelsemium sempervirens</u>	Carolina Jessamine	M
<u>Helianthus debilis</u>	Beach Sunflower	L
<u>Iva imbricata</u>	Seashore Elder	L
<u>Licania michauxii</u>	Gopher Apple	L
<u>Muhlenbergia capillaris</u>	Muhly Grass	L
<u>Parthenocissus quinquefolia</u>	Virginia Creeper	H,M
<u>Paspalum spp.</u>	Paspalum	H,M
<u>Serenoa repens</u>	Saw Palmetto	M,L
<u>Sesuvium portulacastrum</u>	Sea Purslane	L
<u>Sisyrinchium spp.</u>	Blue-eyed Grass	M
<u>Sorghastrum secundum</u>	Lopsided Indian Grass	L
<u>Spartina patens</u>	Saltmeadow Cord Grass	M,L
<u>Stachytarpheta jamaicensis</u>	Blue Porter Weed	L
<u>Tripsacum dactyloides</u>	Fakahatchee Grass	L
<u>Uniola paniculata</u>	Sea Oats	L

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
NON-NATIVE GROUNDCOVERS:		
<u><i>Yucca filamentosa</i></u>	<u>Beargrass</u>	<u>L</u>
<u><i>Zamia pumila</i></u>	<u>Coontie</u>	<u>M</u>
<u><i>Agapanthus africanus</i></u>	<u>Blue Lily of the Nile</u>	<u>M</u>
<u><i>Ajuga reptans</i></u>	<u>Bugleweed</u>	<u>H</u>
<u><i>Aloe spp.</i></u>	<u>Aloe</u>	<u>M,L</u>
<u><i>Aspidistra elatior</i></u>	<u>Cast Ironplant</u>	<u>M</u>
<u><i>Dietes bicolor</i></u>	<u>Butterfly Iris</u>	<u>H</u>
<u><i>Dietes vegeta</i></u>	<u>African Iris</u>	<u>M,L</u>
<u><i>Ficus pumila</i></u>	<u>Creeping Fig</u>	<u>M,L</u>
<u><i>Gerbera jamesonii</i></u>	<u>Gerbera Daisy</u>	<u>M</u>
<u><i>Hedera canariensis</i></u>	<u>Algerian Ivy</u>	<u>L</u>
<u><i>Hedera helix</i></u>	<u>English Ivy</u>	<u>L</u>
<u><i>Hemerocallis spp.</i></u>	<u>Daylily</u>	<u>M,L</u>
<u><i>Juniperus spp.</i></u>	<u>Juniper</u>	<u>M,L</u>
<u><i>Liriope muscari</i></u>	<u>Liriope spp.</u>	<u>M</u>
<u><i>Miscanthus spp.</i></u>	<u>Miscanthus</u>	<u>L</u>
<u><i>Nandina domestica</i></u>	<u>Dwarf Nandina</u>	<u>M,L</u>
<u><i>Ophiopogon japonicus</i></u>	<u>Mondo Grass</u>	<u>L</u>
<u><i>Pittosporum tobira</i></u>	<u>Dwarf Pittosporum</u>	<u>H,M</u>
<u><i>Trachelospermum asiaticum</i></u>	<u>Asiatic Jasmine</u>	<u>L</u>
<u><i>Trachelospermum jasminoides</i></u>	<u>Confederate Jasmine</u>	<u>L</u>
<u><i>Tulbaghia violacea</i></u>	<u>Society Garlic</u>	<u>M,L</u>
<u><i>Gelsemium sempervirens</i></u>	<u>Carolina Jessamine</u>	<u>M</u>
<u><i>Helianthus debilis</i></u>	<u>Beach Sunflower</u>	<u>L</u>
<u><i>Iva imbricata</i></u>	<u>Seashore Elder</u>	<u>L</u>
<u><i>Licania michauxii</i></u>	<u>Gopher Apple</u>	<u>L</u>
<u><i>Muhlenbergia capillaris</i></u>	<u>Muhly Grass</u>	<u>L</u>
<u><i>Parthenocissus quinquefolia</i></u>	<u>Virginia Creeper</u>	<u>H,M</u>
<u><i>Paspalum spp.</i></u>	<u>Paspalum</u>	<u>H,M</u>
<u><i>Serenoa repens</i></u>	<u>Saw Palmetto</u>	<u>M,L</u>
<u><i>Sesuvium portulacastrum</i></u>	<u>Sea Purslane</u>	<u>L</u>

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
NON-NATIVE GROUNDCOVERS:		
<i>Sisyrinchium spp.</i>	Blue-eyed Grass	<u>M</u>
<i>Sorghastrum secundum</i>	Lopsided Indian Grass	<u>L</u>
<i>Spartina patens</i>	Saltmeadow Cord Grass	<u>M,L</u>
<i>Stachytarpheta jamaicensis</i>	Blue Porter Weed	<u>L</u>
<i>Tripsacum dactyloides</i>	Fakahatchee Grass	<u>L</u>
<i>Uniola paniculata</i>	Sea Oats	<u>L</u>
<i>Yucca filamentosa</i>	Beargrass	<u>L</u>
<i>Aloe spp.</i>	Aloe	<u>M,L</u>
<i>Aspidistra elatior</i>	Cast Ironplant	<u>M</u>
<i>Catharanthus roseus</i>	Periwinkle, Vinca	<u>H,M</u>
<i>Convolvulus 'Blue Daze'</i>	Blue Daze	<u>M</u>
<i>Cyrtomium falcatum</i>	Holly Fern	<u>M</u>
<i>Dichondra micrantha</i>	Dichondra	<u>H,M</u>

TABLE 94-297B. PROHIBITED SPECIES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Albizia julibrissin</i>	Mimosa
<i>Broussonetia papyrifera</i>	Paper Mulberry
<i>Cinnamomum camphora</i>	Camphor
<i>Melia azedarach</i>	Chinaberry
<i>Sapium sebiferum</i>	Chinese Tallow

<u>H</u>	High water use plant species associated with wetlands or moist soils; requires supplemental irrigation in addition to natural rainfall. This zone includes most manicured turfgrass areas.
<u>M</u>	Moderate water use, drought tolerant plant species that survive on natural rainfall; requires supplemental irrigation during seasonal dry periods to maintain attractive appearance. This zone includes St. Augustine, Bahia and other turf grass areas.
<u>L</u>	Low water use drought tolerant plant species; will survive on natural rainfall without supplemental irrigation.

Secs. 94-298—94-299. - Reserved.

**BUFFERING
DRAFT ORDINANCE
MARKED-UP VERSION**

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BUFFER STANDARDS

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ARTICLE VIII. – BUFFERING AND SCREENING REQUIREMENTS

Sec. 94-300. - Purpose

The purpose of this article is to provide minimum buffering and screening requirements which:

- (a) Reduce adverse impacts between uses and zones;
- (b) Buffer intensive land uses from less intensive land uses; and
- (c) Protect the public health, safety and general welfare by:
 - (1) Minimizing noise, air, dust and visual pollution;
 - (2) Reducing the heat and glare absorbed and radiated by development;
 - (3) Preserving property values and the character of neighborhoods;
 - (4) Helping to control soil erosion and stormwater runoff; and
 - (5) Improving the aesthetic appeal of the city.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-301. - Definitions

For purposes of the administration and enforcement of this article and unless otherwise stated, the following definitions shall apply (the present tense shall include future tense, the plural shall include the singular, and the word "shall" is mandatory, not discretionary):

Berm means a mound of earth between two and six feet high used to buffer or screen a land use.

Central business district (CBD) means areas zoned DB (downtown business) and DR (downtown riverfront) on the Official Zoning Atlas of Palatka, Florida.

Deciduous means a plant with foliage that drops or dies at the end of a growing season.

Evergreen means a plant with foliage that remains green year-round.

Ground cover means grasses or other plants grown to keep soil from being blown or washed away.

Mulch means a layer of wood chips, pine straw, hay or other material placed on the surface of the soil around plants to retain moisture, prevent weeds from growing, hold soil in place and aid in plant growth.

Ornamental grass means a grass planted primarily for its ornamental value or for screening purposes.

1 underlined text indicates proposed & substantively new code language
Underlined highlighted text indicates existing code language that has been moved or paraphrased

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Redevelopment means the demolition and rebuilding or ~~expansion~~ of 50 percent or more of a site's physical development (i.e., square footage of buildings).

Shrub means a woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.

Streetyard means the area between a street property line and the front wall of a building.

Tree means a usually tall, woody plant, distinguished from a shrub by having comparatively greater height and, characteristically, defined as:

- (1) Canopy (large maturing) — Single trunk whose height is greater than 35 feet at maturity; or
- (2) Understory (small maturing) — Single trunk or multi-stem whose height is less than 35 feet at maturity.

Undisturbed vegetation means natural vegetation in a generally untouched, maintenance free, self-perpetuating stand comprised of indigenous trees, shrubs, herbs, flowers or grasses.

Utility easement means the right-of-way acquired by a utility or governmental agency or private agency to locate utilities, including all types of pipelines, telephone and electric cables.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-302. – Purpose of buffer zones

(a) A buffer zone is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.

(b) The width and degree of vegetation required depends on the level of impacts between uses as shown in Table 94-304.

Sec. 94-303. – Applicability of regulations

This article shall apply to projects meeting at least one of the following criteria: When a project meets more than one criterion it shall meet the less restrictive standard.

(a) All appropriately-zoned lots existing on the date of adoption of this article requiring a building permit and proposed for development shall conform to this article as follows. ~~(for the provisions of this paragraph, commencement of development shall be defined as the date of the initial issuance of the building permit excluding extensions):~~

- ~~(1) — Certificate of occupancy issued within 12 months of adoption of this article: 50 percent compliance.~~
- ~~(2) — Certificate of occupancy issued after 12 months but within 18 months of adoption of this article: 75 percent compliance.~~
- ~~(3) — Certificate of occupancy issued after 18 months of adoption of this article: 100 percent compliance.~~

~~This criterion does not apply to fences, only to the quantity of plantings and the width of the buffer.~~

(b) Conditional uses ~~A change in land use or zoning shall be subject to this article.~~

- (1) Existing uses with no parking lot or building expansions shall only be required to meet uncomplimentary use buffers adjacent to single-family uses or zoning and one streetyard tree per 4,000 square feet of vehicular use area. Each change

TIES LANDSCAPE CODE
CONFORMANCE WITH
DEVELOPMENT, NOT
ENTITLEMENTS, AND
CALLS FOR MINIMIZED
& PROPORTIONATE

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of use shall require the greater of one tree planting or 25% of the required trees and linear buffer.

- (2) Multi-tenant shopping or office properties shall provide required landscaping noted in (1) above that is proportional to the use's percentage of the overall non-storage space. For example a use occupying a space that is 10% of the non-storage space of a shopping center shall provide at least 10% of the overall required buffer in regard to linear feet and associated landscape plantings. Priority shall be given to buffers within the streetyard. - For purposes of this article, a change in land use or zoning shall include any of the following:-

- (1) ~~— A future land use amendment;~~
(2) ~~— A rezoning; or~~
(3) ~~— A conditional use.~~

~~This criterion does not apply to a change of occupancy or use where such change is permitted within the subject zoning designation without any additional consideration or process.~~

- (c) Additions or expansions to existing uses shall be governed as follows. provide required landscaping that is proportional to the greater of building or parking lot space. For example a 30% building expansion accompanied by a 20% parking lot expansion shall provide 30% of overall required buffer in regard to linear feet and associated landscape plantings. Priority shall be given to buffers within the streetyard.

PROPORTIONAL
COMPLIANCE INSTEAD
OF COMPLIANCE BY
RANGE OF PARCEL OR
BUILDING SIZE

- (1) ~~— On sites two acres or smaller, additions or expansions greater than 5,000 square feet shall be subject to this article. This includes additions cumulatively totaling more than 5,000 square feet following the adoption of this article.~~
(2) ~~— On sites greater than two acres, additions or expansions greater than 10,000 square feet to an existing structure shall be subject to this article. This includes additions cumulatively totaling more than 10,000 square feet following the adoption of this article.~~
(3) ~~— Additions or expansions less than 100 feet from any property line shall provide the required buffer on the encroached upon property line(s).~~
(4) ~~— Additions or expansions more than 100 feet from any property line shall be exempt, except on property lines that abut parcels zoned R-1AA, R-1A, R-1, or R-2.~~
(5) ~~— Buffers shall extend between building lines.~~

- (d) Change of use. The lack of required buffer landscaping is considered to be a nonconforming characteristic of use, as defined in Zoning Code Section 94-114(f). Any nonresidential property that is unoccupied and not operational for more than six months is subject to the provisions of this section and shall be subject to the compliance standards set forth in (b) and (c) of this section.

- (e) For purposes of clearing or grading, the owner shall be required to follow at a minimum the standards set forth herein and the standards of stabilization as set forth by the public works director and other appropriate authorities. The installation of buffers shall not be required until a certificate of occupancy is requested for the developed parcels and at that time only the buffer for each developed parcel should be required. This shall ensure that the proper buffer is established for each use as well as provide for the appropriate timing of installation.

EXPANSION
COVERED IN
(C) ABOVE

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(e) ~~Redevelopment of a site, as defined in this article, shall be subject to this article and shall additionally include any subsequent redevelopment cumulatively totaling more than a 50 percent expansion following the adoption of the article.~~

(fe) In instances where a property owner or his agent is in possession of multiple contiguous undeveloped lots or parcels with differing zoning, or in instances where a single undeveloped lot or parcel includes multiple zoning designations, then the property owner may exclude the required buffers separating these differing zonings until such time as development is commenced, the contiguous use is initiated, or until a certificate of occupancy is requested for the adjacent undeveloped lot or parcel or portion of a lot or parcel with differing zoning designations. In instances where a contiguous lot or parcel with differing zoning, or where a portion of a lot or parcel with differing zoning, is sold by a property owner and the required buffer has not been previously installed, then the required buffer shall immediately be required to be installed by the property owner. In no instance shall this exclusion be used by a property owner to intentionally avoid the installation of a required buffer and, further, the zoning administrator reserves the right to require the installation of buffers where in his opinion a property owner is attempting to intentionally avoid the installation of the required buffers.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-304. – Buffer determination

To determine the type of buffer required between two adjacent parcels or along a right-of-way, refer to the table of buffer requirements and cross-reference the zoning of the parcel proposed for development, redevelopment, or expansion with the zoning district of the adjacent parcel, regardless of whether it is developed or vacant, except as provided in section 94-302(f). The standards provided are minimum requirements and may be exceeded if so desired, except for fence heights, which shall require approval of the board of zoning appeals to be exceeded. Tree spacing can be averaged with an emphasis on effective placement of trees for shading, visual and sound attenuation, and aesthetic appeal.

**BUFFER TABLES
CONSOLIDATED
INTO ONE TABLE**

~~Table 94-303. TABLE OF BUFFER REQUIREMENTS~~

Zoning/ use of adjacent parcel	Zoning of parcel proposed for development/redevelopment/expansion								
	CON	ROS, OR	R-1AA, R-1A, R-1, R-2	R-3, R-4	C-1A, C-1	DB, DR	PBG-1, AP-1	C-2	M-1, PBG-2, AP-2
CON	—	—	A	B	C	—	D	D	D
ROS, OR	—	A	A	B	C	—	C	C	D
R-1AA, R-1A, R-1, R-2	A	A	—	C	C	—	C	D	D
R-3, R-4	A	A	A	B	C	—	C	C	D

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C-1A, C-1	A	A	B	C	—	—	B	B	D
DB, DR	A	A	B	C	C	—	B	B	D
PBG-1, AP-1	A	A	C	C	C	—	B	B	C
C-2	A	A	C	D	A	—	A	A	C
M-1, PBG-2, AP-2	A	A	D	D	C	—	A	A	B

Note: Areas zoned DB and DR are exempt from installing a buffer because of the CBD exemption.
— Buffer not required

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-304. Buffer categories and options for rear and side yards.

The applicant may choose the option to be used within the required category. Plant species selected by the applicant shall be from approved lists maintained by the St. John's River Water Management District for the Waterwise Landscaping program and shall otherwise conform to the provisions of this article.

Table 94-304A. CATEGORY A

	Option 1	Option 2	Option 3
Width of Buffer	5 feet	10 feet	20 feet
Number of Canopy Trees per 100 linear feet	0	0	Undisturbed Natural Vegetation
Number of Understory Trees per 100 linear feet	0	2	Undisturbed Natural Vegetation
Number of Shrubs/Ornamental Grasses per 100 linear feet	20	15	Undisturbed Natural Vegetation
Fence, Wall or Earth Berm	6 to 8 foot wood-stockade fence or masonry wall	None Required	None Required

Table 94-304B. CATEGORY B

	Option 1	Option 2	Option 3
Width of Buffer	15 feet	10 feet	20 feet
Number of Canopy Trees per 100 linear feet	1	0	Undisturbed Natural Vegetation
Number of Understory Trees per 100 linear feet	4	4	Undisturbed Natural Vegetation
Number of	25	20	Undisturbed Natural

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Shrubs/Ornamental-Grasses per 100 linear feet			Vegetation
Fence, Wall or Earth-Berm	None Required	6 to 8 foot wood-stockade fence or masonry wall; or 2 to 6 foot earth berm with wood stockade fence or masonry wall installed at highest point to provide 6 to 8 foot high buffer	None Required

Table 94-304C. CATEGORY C-

	Option 1	Option 2	Option 3
Width of Buffer	20 feet	10 feet	30 feet
Number of Canopy-Trees per 100 linear feet	3	0	Undisturbed Natural-Vegetation
Number of Understory-Trees per 100 linear feet	3	0	Undisturbed Natural-Vegetation
Number of Shrubs/Ornamental-Grasses per 100 linear feet	20	20	Undisturbed Natural-Vegetation
Fence, Wall or Earth-Berm	None Required	6 to 8 foot wood-stockade fence or masonry wall; or 2 to 6 foot earth berm with wood stockade fence or masonry wall installed at highest point to provide 6 to 8 foot high buffer	None Required

Table 94-304D. CATEGORY D-

	Option 1	Option 2	Option 3
Width of Buffer	40 feet	30 feet	75 feet
Number of Canopy-Trees per 100 linear feet	6	4	Undisturbed Natural-Vegetation
Number of Understory-Trees per 100 linear feet	6	5	Undisturbed Natural-Vegetation
Number of	33	25	Undisturbed Natural-

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Shrubs/Ornamental- Grasses per 100 linear- feet			Vegetation
Fence, Wall or Earth- Berm	None Required	6 to 8 foot wood- stockade fence or- masonry wall; or 2 to 6- foot earth berm with- wood stockade fence or masonry wall installed- at highest point to- provide 6 to 8 foot high buffer-	None Required

~~Berms shall have a maximum slope of 3:1, a minimum crown width of two feet, and shall be planted with vegetative ground cover to prevent erosion.
Fence installation shall be consistent with acceptable building practices.
(Ord. No. 05-33, § 1, 6-23-2005)~~

~~Sec. 94-305. Buffer requirements for street frontages.
The portion(s) of a parcel proposed for development, redevelopment, or expansion abutting on a public street or highway right of way shall be buffered as per Table 94-305.
Buffers may be planted within the public right of way and utility easements if the public works director concludes that such plantings will not be impacted by utilities, roadway expansions, or traffic flow considerations. Planting within the right of way and utility easements may account for no more than 25 percent of the total landscape requirement. Parcels zoned R-1AA, R-1A, R-1, and R-2 are exempt from this requirement.~~

~~Table 94-305. TABLE OF STREET FRONTAGE BUFFERS~~

	2 acres or less		Greater than 2 acres	
	Option 1	Option 2	Option 1	Option 2
Planting strip adjacent to public ROW	8 feet	5 feet	10 feet	7 feet
Number of large trees per 100 linear feet of frontage or fraction	1	2	1	2
Number of shrubs per 100 linear feet or frontage of fraction	25	30	25	30
Maximum height of a berm at 3:1	6 feet	2 feet	6 feet	2 feet

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slope				
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~~Berms shall have a maximum slope of 3:1, a minimum crown width of two feet, and shall be planted with vegetative ground cover to prevent erosion.
 Fence installation shall be consistent with acceptable building practices.
 (Ord. No. 05-33, § 1, 6-23-2005)~~

~~.....
 Sec. 94-306. Location of buffers.
 Buffers shall be located along the perimeter of a lot or parcel, and may be located within the public right of way or utility easement as provided for in section 94-305. If fencing is required, or desired, it shall be located at the property line. A fence shall be erected so the best aesthetic surface faces the adjacent property.
 Buffers may be located within the front, rear and side yard required by the zoning ordinance.
 (Ord. No. 05-33, § 1, 6-23-2005)~~

(a) Perimeter buffer responsibility – If the land next to the proposed development is vacant, the perimeter buffer required shall be determined by the existing land use or zoning of the adjacent vacant parcel, with the parcel having the more intensive land use responsible for the buffer. If the adjacent parcel has a use of higher intensity, was developed prior to the effective date of this ordinance and did not include a buffer, the proposed development will be responsible for the required perimeter buffer. If the proposed development is next to an existing development having a land use of lower intensity, the proposed development shall be responsible for the perimeter buffer.

(b) Buffer tree spacing. Tree spacing can be averaged with an emphasis on effective placement of trees for shading, visual and sound attenuation, and aesthetic appeal. Canopy trees require a separation of 25 feet from any tree and understory trees require a separation of 15 feet from any tree.

(c) Default buffer – Unless otherwise required in Table 94-303, all development shall provide a buffer adjacent to property lines with a minimum width of eight feet and the following required landscaping:

- (1) A row of evergreen or deciduous canopy trees spaced not more than 50 feet apart; and
- (2) turf grass, low growing evergreen plants or evergreen ground cover planted over at least one-third of the buffer length.

(d) Vehicular use area buffer – the following required landscaping shall be provided within a buffer of minimum width of 10 feet located between a street right-of-way and parking lots, driveways, loading areas and other paved expanses, and with the ability for plantings to occur in the adjacent right-of-way where the intent of the buffering will be achieved and no conflicts occur with utilities, with the approval of the building and zoning department:

- (1) Hedges, ornamental grasses, fences, walls, or a combination of these elements that provides effective screening, to be maintained at a height between 36 inches and 54 inches, not interfering with required sight distance at driveway entrances or street intersections.

MINIMAL BUFFER FOR LIKE USES, REAR & SIDE YARDS FOR

MORE EFFECTIVE SCREENING & SHADING OF PAVED AREAS – CURRENT STANDARDS REQUIRE CONTINUOUS SHRUBS & LANDSCAPE STRIPS, WHILE ONLY REQUIRING MINIMAL TREE PLANTING (1 OR 2 PER 100 LINEAR FEET)

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- (2) A row of evergreen or deciduous canopy trees spaced not more than 35 feet apart; and,
- (3) Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

(e) Roadway buffer – the following required landscaping shall be provided in areas adjacent to street right-of-way that are not vehicular use area buffers or driveways, and with the ability for plantings to occur in the adjacent right-of-way where the intent of the buffering will be achieved and no conflicts occur with utilities, with the approval of the building and zoning department:

HEDGE REQUIREMENT
REMOVED TO ALLOW
FOR GREATER
BUILDING VISIBILITY
AND LOWER COSTS

- (1) a row of evergreen or deciduous canopy trees spaced not more than 35 feet apart; and,
- (2) turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

(f) Streetyard – at least 15% of the streetyard shall be established and maintained as landscaped area, with other required buffers counting toward that total.

INTENDED TO “GREEN
UP” ROADWAY
CORRIDORS WITH
STRATEGIC TREE
PLACEMENT

(g) Uncomplimentary use buffer – those interior perimeter buffers that

are not adjacent to a right-of-way shall include the following:

- (1) Evergreen plants which, at the time of planting, shall be at least three feet in height and reach a height of six feet within one year, providing an overall screening opacity of 90 percent; or,
- (2) A masonry wall six feet in height, architecturally finished on all sides, and if a block wall, painted on all sides; or,
- (3) A solid wooden fence six feet in height, finished side out; or,
- (4) A berm in combination with 1, 2 or 3 to achieve a minimum height of six feet and eighty percent opacity at the time of installation; and
- (5) A row of evergreen understory and canopy trees between impactful and impacted uses or evergreen or deciduous understory and canopy trees in all other cases, spaced as noted in Table 94-303; and,
- (6) Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

MOST STRINGENT
BUFFER, INTENDED FOR
UNCOMPLIMENTARY
USES, BUT NOT AS
OVERLY AS CURRENT
STRINGENT BUFFER
(TREES ON NINE-FOOT
SPACING, FENCE, HEDGE,
40-FOOT WIDTH)

(h) Natural uncomplimentary use buffer – an undisturbed wooded area having an opacity of 85% during all seasons shall be allowed as an alternative to other perimeter buffers if it is determined by the building and zoning department that this buffer meets the intent of effectively screening adjacent property. Buffer width shall exceed twice the required dimension set forth in Table 94-304.

SINGLE TABLE TO REPLACE
MULTIPLE BUFFER TABLES –
INTERIOR BUFFERS ONLY
REQUIRED WHEN LOW IMPACT
USES (CONSERVATION,
RESIDENTIAL) ARE AFFECTED

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Table 94-304: Uncomplimentary Use Buffer Table

High Impact Uses or Zoning	Low Impact Uses or Zoning		
	Conservation and Passive Recreation	Residential - (Single and Two)	Residential - (Multifamily)
Residential - (Multifamily)	<u>15/50/25</u>	<u>25/50/25</u>	N/A
Cultural/Institutional Office/Professional Services	<u>15/50/25</u>	<u>15/50/25</u>	<u>10/60/40</u>
Neighborhood Commercial	<u>15/50/25</u>	<u>20/50/25</u>	<u>10/60/40</u>
Active Recreation	<u>20/35/0</u>	<u>20/40/40</u>	<u>15/50/0</u>
General Commercial	<u>20/50/20</u>	<u>25/50/20</u>	<u>20/60/30</u>
Intensive Commercial / Industrial / Utility Plant Sites	<u>25/50/20</u>	<u>35/50/20</u>	<u>25/50/25</u>

Legend: buffer width in feet / canopy tree spacing / understory tree spacing. For example 20/50/25 means a 20 foot wide buffer with canopy trees spaced an average of 50 feet apart and understory trees spaced an average of 25 feet apart.

(i) Multipurpose landscaping. Required landscaping may be used to satisfy multiple standards. For example, a vehicular use area terminal island tree may be used to also satisfy a perimeter buffer tree requirement if the intent of both buffers is served as determined by the building and zoning department.

**ELIMINATES
“DOUBLE-COUNTING” AND
REDUCES EXPENSES WHILE
MEETING INTENT OF CODE**

(j) Xeriscaping. To ensure lower water use and increased survivability, buffer shrubs utilized for hedges, and also trees in vehicle use areas and roadway buffers shall be limited to those types listed in low and medium water use zones, as listed in Table 297-A. Plant types shall be of similar water use zone.

Sec. 94-305. — Planting specifications

(a) General requirements. All plant material shall meet American Association of Nurserymen Standards. Plantings shall conform to the following specifications, as applicable:

- (1) Ground cover of vegetative matter shall be provided throughout the buffer area except in undisturbed natural vegetation areas. If grass is used, it shall be of a species normally grown as permanent lawns in the vicinity of Palatka, Florida. Grass areas may be sodded, plugged, sprigged or seeded.
- (2) Canopy tree species shall be a minimum of eight feet in height and have a caliper of at least two inches immediately after planting. Species shall have an average mature crown spread of at least 25 feet when grown in Palatka, Florida. No canopy trees shall be planted within 20 feet of overhead wires.
- (3) Understory tree species shall be a minimum of five feet in height and have a caliper of at least 1½ inches immediately after planting. Species used shall have an average mature crown spread of at least 15 feet when grown in Palatka, Florida.

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~~(4) Shrubs and ornamental grasses shall be a minimum of 12 inches in height when measured immediately after planting.~~

~~(5) Shrubs or ornamental grasses planted to form hedges shall be an evergreen species and a minimum of 18 inches in height when measured immediately after planting. Shrubs and ornamental grasses planted to form hedges shall be planted no further apart than 30 inches on center.~~

~~(6) All plantings that die or are destroyed within two years must be replaced.~~

~~(b) Specific requirements.~~

~~(1) Placement, installation and irrigation.~~

~~a. To achieve a more natural appearance, plantings should not be evenly spaced or planted in a straight line. Plantings shall be distributed throughout the length of the buffer.~~

~~b. Plantings shall be installed to current nursery industry standards. Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement and shall be removed after 12 months.~~

~~c. The buffer shall provide for the placement of topsoil of a depth sufficient to ensure plant survival.~~

~~d. To ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering, all buffer areas should be provided with means of providing water with one of the following two options:~~

~~1. A permanent built in irrigation system; or~~

~~2. A temporary watering system (hoses, water tank truck, etc.) which provides sufficient water to ensure that selected plant species can survive adequately on their own once established.~~

~~(2) Existing vegetation. Preservation of existing stands of natural vegetation and mature trees is a highly desirable aspect of site development and encouraged whenever and wherever existing vegetation will aid in meeting the requirements of this article.~~

~~a.(1) As noted in the buffer category schedule, undisturbed natural vegetation can serve as an adequate buffer and can eliminate the need for any supplemental vegetation within the buffer areas. All such areas must be adequately protected during site development and construction activity.~~

~~b.(2) Mature trees are valuable community assets and should be saved whenever possible. If existing trees (hardwoods or pines) at least eight inches in diameter (measured four feet above the ground) are used in the buffer or landscaped area, each tree will count double toward meeting the buffer tree requirement.~~

~~(k3) Protection. All required buffer areas, particularly those including trees and shrubs, should be protected from potential damage by adjacent uses and development, including parking and storage areas. A tree protection device shall be installed at the dripline of the tree canopy to protect the tree and root zone.~~

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94 306. Responsibility for installation and maintenance

~~The property owner or his/her agent is responsible for the installation and reasonable maintenance of the buffer area. Succeeding owners, lessees, and agents must also reasonably maintain the buffers. The penalty for failing to install or maintain the required buffer areas is outlined in the administration and enforcement section of this article, except that in R-1AA, R-1A, R-1, and R-2 zoning districts, maintenance of any buffer shall be at the discretion of the individual homeowner following installation of any buffer during initial development of the site.~~

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~~(Ord. No. 05-33, § I, 6-23-2005)~~

Sec. 94-3057. – Timing of buffer installation

Required buffers shall be installed in accordance with the following schedule:

- (1) New development, redevelopment, or expansions: Dimensions, category and option of buffer installation shall be submitted to the building and zoning department prior to the issuance of a certificate of occupancy.
- (2) Change in land use or zoning: site plans submitted with the future land use amendment, rezoning, or conditional use application shall depict the location, dimensions, category, and option of required buffers and buffer installation and shall be submitted to the building and zoning department as part of the application submittal for the requested change in land use or zoning. No change in land use or zoning may be heard by the planning board without the submittal of site plans addressing required buffers as provided in this article.
- (3) Where a buffer includes new plantings, a property owner or developer may submit an affidavit requesting a postponement in planting to allow for installation to occur at a time which better coincides with the normal planting season, generally between November 1 and March 30 of each year.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-3068. – Exceptions and modifications.

- (a) Central business district. Because of the unique urban character of the central business district (CBD), the buffering requirements of this article shall not apply to properties located within the CBD zoned DB (downtown business) or DR (downtown riverfront). However, properties in the CBD shall be subject to the ~~"screening required for parking lots"~~ vehicle use area buffer and ~~"required screening required for trash areas, dumpsters, and outdoor storage areas visible from any public street or from residential uses and zones"~~ portions of this article.
- (b) All other development including all city- and government-owned property, school district property, etc. shall comply.
- (c) Modifications to the standards of this article may be granted in writing within ten working days by the zoning administrator if any of the following circumstances exist on the proposed building site, or adjacent properties:
 - (1) Natural land characteristics, such as topography or existing vegetation on the proposed building site, would achieve the same intent of this article.
 - (2) Innovative buffering or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.

The developer shall submit sufficient documentation in support of the request for modification to the zoning administrator a minimum of 60 days in advance of requesting issuance of a site development permit.

(Ord. No. 05-33, § I, 6-23-2005)

- (d) Mitigation. Where circumstances pertaining to physical characteristics of a property make it impractical to meet buffer requirements the developer may submit a mitigation plan for tree committee approval that transfers required plantings to nearby public right-of-way.

MITIGATION PROVIDES FLEXIBILITY FOR TREE FUND TO PLANT TREES OFF-SITE, IN VICINITY, WHEN IMPRACTICAL TO MEET TREE

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parkland, or strategically visible private property. Off-site planting shall provide a public benefit in the form of shaded sidewalks or streets and visual appeal.

Sec. 94-3079. – ~~Required Sscreening required for trash areas, dumpsters and outdoor storage areas visible from any public street or residential uses and zones~~

Trash areas, dumpsters and outdoor storage areas visible from any public street or from residential uses and zones shall be screened with plants, opaque fencing, or masonry walls on three sides in such a manner as to provide a minimum of six feet, but no more than eight feet, of vertical visual obstruction. This section shall not apply to parcels zoned R-1AA, R-1A, R-1, and R-2.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-30810. - Variances

~~The board of zoning appeals~~tree advisory committee may hear requests for variances from provisions of this article in accordance with the procedures set forth in division 2 of article II of chapter 94.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-30911. – Administration and enforcement

(a) *Administration.* In projects involving issuance of a building permit or certificate of occupancy, the ~~building official~~planning director shall receive an affidavit executed by the property owner or developer acknowledging the completion of, or commitment of completing by a certain date, the buffer installation prior to issuance of the certificate of occupancy.

In instances where the buffer installation has not taken place prior to issuance of the certificate of occupancy, then a performance bond or other acceptable surety in an amount equal to 110 percent of the value of the buffer, as determined by the ~~building official~~planning director, and its installation shall be posted with the building and zoning department. This performance bond or other acceptable surety shall remain in full effect until the required improvements are installed, inspected, and approved for release by the zoning administrator or his designee.

(b) *Appeals.* ~~The board of zoning appeals~~tree advisory committee may ~~hear~~approve requests for appeals ~~in accordance with the procedures set forth in section 94-65 of this chapter~~with findings that exceptions or alternative methods meet or exceed the intent of the specific regulation and the overall tree and landscape ordinance.

(c) *Enforcement.* It shall be unlawful for any person to violate or fail to comply with any provision of this article. Violators shall be subject to the penalties as set forth herein. A violation of this article shall constitute a Class II offense as listed in the city's uniform fine schedule, with multiple violations carrying a fine not to exceed \$500.00. Additionally, provisions of this article may be enforced by the code enforcement board following the procedures listed in article V of chapter 2 of the Municipal Code.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-3102. – Severability and conflict.

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APPEALS PROCESS
MORE SUITED FOR
TREE COMMITTEE DUE
TO ITS FOCUS ON TREE
& LANDSCAPE ISSUES

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- (a) *Severability.* This article, and its various parts, are hereby declared to severable. If any section, clause, provision, or portion of this article is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this article as a whole. All parts not declared invalid or unconstitutional shall remain in full force and effect.
 - (b) *Conflict.* If any part of this article is found to be in conflict with any other ordinance or any other part of this article or chapter, the most restrictive or highest standard shall prevail. If any part of this article is explicitly prohibited by federal or state statute, it shall not be enforced.
- | (Ord. No. 05-33, § I, 6-23-2005)

**LANDSCAPING & TREE PROTECTION
DRAFT ORDINANCE
CLEAN COPY VERSION**

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TREE PRESERVATION AND LANDSCAPING STANDARDS

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ARTICLE VI. – LANDSCAPING AND TREE PROTECTION

Sec. 94-291. – Intent and general policy.

It is the intent of this article to promote the health, safety and welfare of the current and future residents of the city by establishing minimum standards for the installation and continued maintenance of landscaping and the protection of trees within the city in order to:

- (1) Improve the aesthetic appearance of commercial, governmental, industrial and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment.
- (2) Improve environmental quality by recognizing the numerous beneficial effects of landscaping upon the environment, including:
 - a. Improving air and water quality;
 - b. Maintaining permeable land areas essential to surface water management and aquifer recharge;
 - c. Reducing and reversing air, noise, heat and chemical pollution through the biological filtering capacities of trees and other vegetation;
 - d. Promoting energy conservation through the creation of shade, thereby reducing heat gain in or on buildings or paved areas;
 - e. Reducing the temperature of the microclimate through the process of evapotranspiration; and
 - f. Encouraging the conservation of water through the use of site-specific plants, various planting and maintenance techniques, and efficient watering systems.
- (3) Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.
- (4) Establish procedures and standards for the administration and enforcement of this section.
- (5) Promote creative site development concepts in order to promote water and energy conservation.
- (6) Increase and maintain the value of land by requiring a minimum amount of landscaping to be incorporated into development.
- (7) Preserve existing natural trees and vegetation and incorporate native plants, plant communities and ecosystems into landscape design where possible by promoting landscaping methods that provide for the preservation of existing plant communities.
- (8) Assist in public information, the education of its citizens, and the effective implementation of this

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article.
(Code 1981, app. C, § 26-7(6))

Sec. 94-292. – Definitions.

For purposes of this article, the following definitions shall apply:

Bona fide agricultural purposes means good faith commercial or domestic agricultural use of the land, any such determination of which shall be based upon, but not limited solely to, the following factors:

- (1) The length of time the land will be so utilized.
- (2) Size of the land, as it relates to specific agricultural use.
- (3) Whether such land is subject to a lease, and, if so, the effective length, terms and conditions of the lease.
- (4) The intent of the landowner to sell or convert the land for or to nonagricultural purposes.
- (5) The proximity of the property to existing urban or metropolitan development.
- (6) The productivity of land in its present use.
- (7) The relationship of the property to the comprehensive plan.
- (8) The classification placed upon such lands by the property appraiser pursuant to F.S. § 193.461.
- (9) The current zoning classification of such lands.

Buffer yard or strip means a strip of land, identified on a site plan or by zoning requirement, established to protect one type of land use from another land use that may be incompatible. The area is landscaped, maintained and kept in open space.

Caliper means the diameter of a tree measured six inches off the ground.

Crown means the main mass of branching of a plant above ground.

DBH means diameter at breast height, or the diameter of a tree measured 4½ feet above the ground level.

Developed area means that portion of a plot or parcel upon which a building, a structure, surface drive area, gravel or landscaping has been placed.

Development means any proposed material change in the use or character of the land, including but not limited to land clearing associated with new construction, the placement of any structure or site improvement on the land, or expansion of existing buildings.

Dripline means a vertical line extending from the outermost branches of a tree to the ground.

Ecosystem means a characteristic assemblage of plant and animal life with a specific physical environment, and all interactions among species and between species and their environment.

Exceptional specimen tree means any tree which is determined by the city commission to be of unique and intrinsic value to the general public because of its size, age, historic association or ecological value, or any tree designated a Florida State Champion, United States Champion or World Champion by the American Forestry Association. The building and zoning department shall keep a record of all specimen trees so designated and their location.

Frontage means the linear distance measured along all abutting street rights-of-way.

Ground cover means low-growing plants planted in such a manner as to form a continuous cover over the ground (not including grass).

Hedge means a landscape barrier consisting of a continuous dense planting of shrubs.

Irrigation system means a permanent artificial watering system designed to transport and distribute water to plants.

Landscape area means planted areas that are frequently maintained by mowing, irrigating, pruning, fertilizing, etc.

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Landscape development means trees, shrubs, ground cover, vines or grass installed in planting areas for the purpose of fulfilling the requirements of this section, or an unenclosed area of land in which landscape materials are placed, planted and maintained.

Landscape plan means a scale drawing that indicates all planting areas, and existing and proposed plant materials, designating species, quantity and location.

Landscaping means any combination of living plants (such as grass, ground cover, shrubs, vines, hedges or trees) and nonliving landscape material (such as rocks, pebbles, sand, mulch, walls or fences).

Mulch means nonliving organic materials customarily used in landscape design to retard erosion and retain moisture.

Open space means all areas of natural plant communities or areas replanted with vegetation after construction, such as revegetated natural areas, tree, shrub, hedge or ground cover planting areas, and lawns; and all other areas required to be provided as natural ground and landscaping pursuant to this chapter.

Planting area means any area designed for landscape planting having a minimum of ten square feet of actual plantable area and a minimum inside dimension of 18 inches on any side.

Protected tree means any tree with a DBH greater than or equal to eight inches.

Relocation of a tree means an act to relocate a tree being removed to an appropriate new location on the site.

Removal of a tree means physical removal by mechanical methods, such as excavation, chain saw and stump removal.

Runoff water means water which is not absorbed by the soil or landscape to which it is applied and flows from the area.

Shrub means a self-supporting woody, deciduous, evergreen perennial and/or flowering species characterized by multiple stems and branches arising from a main root.

Street line means that line limiting the right-of-way of the street and being identical with the property line of persons owning property fronting on the street.

Streetyard means the area between a street property line and the front wall of a building.

Trees means self-supporting woody perennial plants, having usually single self-supporting trunks, which normally grow to a minimum overall height of 15 feet and a mature crown spread greater than 15 feet. These trunks shall be clear of branches and limbs so that both trunk and canopy are distinct.

Vehicle means a form of transportation, including motorized and nonmotorized vehicles designed and required to be licensed for use upon a highway in the state.

Vehicle use areas means any surface drive areas (except public rights-of-way) used for the purpose of driving, parking, storing or display of vehicles, boats, trailers or mobile homes, including new and used car lots and other open lot uses. Parking structures, drive-in parking areas covered to the dripline of the covering, and garages shall not be considered as vehicle use areas.

Vines means any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or by means of tendrils, or which may simply sprawl over the ground or other plants.

(Code 1981, app. C, § 26-7(6))

Cross reference— Definitions generally, § 1-2.

Sec. 94-293. – Tree committee

The mayor shall appoint a tree committee consisting of one commissioner and six citizens who will serve at the pleasure of the commission. The tree committee shall advise city staff, advisory boards, and the city

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commission on issues pertaining to tree preservation and landscaping standards.

(Code 1981, app. C, § 26-7(6); Ord. No. 98-6, § 1, 2-26-1998)

Sec. 94-294. – Tree protection

- (a) *Applicability.* The provisions of this section shall apply to all protected and preserved trees within the city, unless specifically exempted in this subsection.
- (b) *Removal of protected trees prohibited; exceptions.*
 - (1) No person, or any agent or representative thereof, directly or indirectly, shall cut down, remove, damage or destroy or shall authorize the cutting down, removal, damage or destruction of any protected tree as defined in section 94-292 of this section, or shall commit any act or authorize the commission of any act which physically removes a protected tree or causes a tree to die, such as damage inflicted upon the root system by heavy machinery, chemicals or paving, changing the natural grade above the root system, and tree damage permitting infection or pest infestation, without first having obtained a permit as provided in subsection (c) of this section and providing tree protection as provided in subsection (d) of this section.
 - (2) The following protected trees are exempted from the provisions of this section:
 - a. Any tree located on any property which contains a single-family dwelling or a mobile home.
 - b. Any tree located on any property zoned R-1AA, R-1A or R-1.
 - c. Any tree located on any property which is in use for bona fide agricultural purposes.
 - d. Any tree located in botanical gardens or in state-approved government nurseries and groves which are grown for sale or public purpose.
 - e. Any tree that poses imminent danger to the public health, welfare or safety, and requires immediate removal without delay. In such instance, verbal authorization to remove a protected tree may be given by the city manager or his designee.
 - h. Any tree that an electric company determines is an immediate or potential threat or hazard to existing or planned power lines.
 - i. Any dead or dying tree, scrub oak, Melaleuca spp., poison wood, camphor tree or Australian pine.
 - (3) During the period of an emergency such as a hurricane, flood or other natural disaster, the requirements of this subsection may be temporarily waived by the city manager so that private or public work to restore order in the city will in no way be hampered.
- (c) *Permit for removal, relocation or replacement of protected trees.*
 - (1) Permits for site clearing and the removal or relocation of a protected tree shall be obtained by filing an application with the building and zoning department. Approval of the application and issuance of a permit by the building and zoning department shall be required prior to any land clearing or grubbing, prior to any disturbance of the root system or site development, or prior to the occurrence of any changes to an existing developed site. The site shall be inspected to ensure compliance with the approved site plan prior to any additional permits being issued. Applications for site clearing and tree removal or relocation shall include the following: A site plan, at a scale which clearly illustrates the

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- requirements of this section, showing the lot configuration; the location and identification of existing and proposed improvements, if any, including structures, water retention areas, paving grade changes, utilities, easements and street rights-of-way or approved private streets; and the location and identity, by botanical or common name and caliper, of protected trees to be removed, relocated or retained.
- (2) An application for a permit for site clearing or for removal or relocation of a protected tree with a DBH of 36 inches or less shall be reviewed by the building and zoning department, and a decision shall be made thereon within five working days after receipt of such application or concurrent with building permit application review.
 - (3) An application for a permit for removal or relocation of a protected tree with a DBH greater than 36 inches or a specimen tree shall be reviewed by the planning board at the first available meeting of the planning board.
 - (4) The approval, conditional approval or denial by the building and zoning department or planning board of an application for a tree removal permit, as required by this section, shall be based on the following criteria:
 - a. The extent to which tree removal decreases aesthetic and environmental quality, land values and physical benefits to human beings.
 - b. The necessity to remove trees which pose a safety hazard to pedestrian or vehicular traffic or threaten to cause disruption to public services.
 - c. The necessity to remove trees which pose a safety hazard to buildings or other trees.
 - d. The necessity to remove diseased trees or trees weakened by age, weather, storm, fire or acts of God or which are likely to cause injury or damage to people, buildings or other improvements on a lot or parcel of land.
 - e. The extent to which tree removal is likely to result in damage to the property of other owners, public or private, including damage to lakes, ponds, streams or rivers through runoff or erosion.
 - f. The proposed landscaping, including plans whereby the applicant has planted or will plant perennial vegetative cover to replace those trees which are proposed to be cleared.
 - g. The topography of the land and the effect of tree removal on erosion, soil retention, and the diversion or increased flow of surface water.
 - h. Construction of proposed improvements to allow access around the proposed structure for construction equipment, access to the building site for construction equipment, or essential grade changes.
 - i. The land use and natural vegetative ground coverage of surrounding property.
 - j. The extent of any damage or hardship to the applicant resulting from a denial of the requested permit.
 - k. The species and size of the tree proposed for removal.
 - (5) Any relocation of trees in compliance with this section shall be performed in accordance with accepted industry practices, including watering to ensure survival of transplanted stock.
 - (6) Tree removal mitigation. Development requires reasonable levels of tree removal to accommodate buildings, parking, stormwater detention and other development elements. The following standards apply to tree removal mitigation.
 - a. Removal of less than 30% of protected tree DBH is allowed without penalty.

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- b. Removal of 30% of protected tree DBH requires replacement of 33% of removed protected tree DBH.
 - c. Removal of more than 30% of protected tree DBH requires replacement requires replacement of 0.5% of each removed DBH point over 30%.
 - d. Mitigation replacement may include planted trees, unprotected (smaller) trees, or transplanted trees. If multi-trunked trees are used as replacement trees, then the total caliper of the four largest trunks shall equal the replacement DBH. New palms may be used only to replace protected palms removed. Replacement species used shall be approved by the building and zoning department. No replacement will be required for protected trees which are determined by the building and zoning department to be dead or deteriorated as a result of age, insects, disease, storm, fire, lightning or other acts of nature.
 - e. Existing smaller trees which are not protected trees, but which are either transplanted or not removed, may be utilized to satisfy tree replacement requirements, consistent with city landscaping requirements contained in sections 94-295 and 94-296
 - f. Existing protected trees which would otherwise be removed from the site because of development may be utilized to satisfy tree replacement requirements if transplanted to a location on the site which meets the landscaping requirements contained in sections 94-295 and 94-296
 - g. If protected tree removal is associated with new development, the name, size and location of all replacement trees shall be shown on the required landscape plan and such trees shall be installed prior to the final building inspection. Otherwise, the name, size and location of the required replacement trees shall be shown on the site plan required for site clearing or tree removal and such trees shall be installed within the time limit stated on the site clearing or tree removal permit.
 - h. Existing nonprotected trees, transplanted trees and new trees used for replacement become protected trees.
 - i. A tree used for replacement shall be at least ten feet from any other tree planted, transplanted or preserved.
- (d) *Tree protection during development.* All protected trees, and trees retained for tree credit under this section, shall be protected from injury during any land clearing or construction in the following manner:
- (1) Prior to any land clearing operations, tree limbs which interfere with construction shall be removed and temporary barriers shall be installed around all trees to remain within the limits of land clearing or construction and shall remain until the completion of the work. The temporary barrier shall be at least three feet high, shall be placed at least six feet away from the base of any tree, and shall include at least 50 percent of the area under the dripline of any protected tree retained for tree credit. The barrier shall consist of either a wood fence with two-by-four posts placed a maximum of eight feet apart with a two-by-four minimum top rail or other similar substantive barrier which will limit access to the protected area.
 - (2) No materials, trailers, equipment or chemicals shall be stored, operated, dumped, buried or burned within the protected areas. No attachment, wires (other than protective guy wires), signs or permits shall be attached to a protected tree.
- (e) *Correction of violations; appeals; permit fee.*

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- (1) *Correction of violations.* A violation of this section shall be corrected as follows: By replacing the protected trees removed without a permit with new planted trees, unprotected trees or transplanted trees. The total DBH inches of replacement trees shall equal the total DBH inches removed (i.e., one 12-inch tree removed could be replaced with three four-inch trees). A tree replanting plan showing how the damage caused to the site by the violation will be mitigated shall be subject to the review and approval of the building and zoning department. No work shall be allowed on the property where the violation occurred without payment of required fees and approval of the tree replanting plan.
- (2) *Appeals.* A person aggrieved by an administrative order, determination or decision of the building and zoning department may appeal the order, determination or decision to the board of zoning appeals for a variance from the requirements of this subsection.
- (3) *Permit fee.* The fee for a site clearing and/or tree removal/relocation permit shall be as set out in appendix A to this Code, as amended from time to time.

(Code 1981, app. C, § 26-7(6))

Sec. 94-295. – General landscape requirements

- (a) *Scope.* This section shall apply to all multifamily development of three or more units, and nonresidential development. In those instances where a structure is enlarged or a change of use occurs so that an increase in required parking or loading results under this chapter or any other city ordinance, landscaping shall be provided in accordance with this section and section 94-296. All areas and uses which require landscaping shall meet or exceed the general landscaping requirements in this section, which shall be considered complementary to the landscaping provisions of any other city ordinance.
- (b) *Installation and maintenance.* The installation and maintenance of landscaping shall be subject to the following:
 - (1) *Installation.* All landscaping shall be installed according to accepted commercial planting procedures. All landscape areas shall be protected from vehicular encroachment by wheel stops or curbing. If curbing is used abutting landscaped areas, it shall be perforated to permit drainage from the surface drive area into the landscaped areas. Plant materials shall be properly supported to ensure survival. Support devices such as guy wires or stakes shall not interfere with vehicular or pedestrian movement and shall be removed after 12 months. Topsoil with a depth sufficient to ensure plant survival shall be provided. No canopy trees shall be planted within 20 feet of overhead wires.
 - (2) *Maintenance.*
 - a. *Landscape condition.* The owner of a property with landscaping required by this Code shall be responsible for the maintenance of all landscaping in good condition so as to present a neat, healthy and orderly appearance free of refuse and debris. Succeeding owners, lessees, and agents must also reasonably maintain the buffers. The penalty for failing to install or maintain the required buffer areas is outlined in the administration and enforcement section of this article.
 - b. *Irrigation.* All landscaped areas shall be provided with an irrigation system. This system shall consist of either an underground or exposed sprinkler equipped with a time or manual switch and/or a readily available water supply outlined on a landscaping plan. Maintenance shall include the prompt replacement of all dead

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plant material. Plantings shall be grouped according to the water use zones shown in Table 297-A.

- c. *Pruning and trimming.* Trees required within nonresidential or multi-family development as shade/canopy trees in parking lots and roadway buffers or screening elements in buffers shall be pruned only as necessary to promote uniform healthy growth. Trees shall be allowed to attain their natural size. Trees may be pruned to remove diseased or dying portions in areas where falling limbs may be a hazard to people or property. Lower limbs and suckers may be selectively removed to provide clearance for pedestrians. In addition, trees located in association with vehicular use areas shall also be pruned to allow for a clearance of ten feet from ground level to avoid potential for damage or injury to vehicles and pedestrians. However, excessive pruning or pollarding of trees into round balls of crown or branches, which results in an unnecessary reduction of leaf mass shall be prohibited. Severe cutting back of lateral branches and canopy or topplings or hatracking trees is expressly prohibited. Pruning restrictions shall not apply to trees under power lines. Pruning cuts shall be made just outside the branch collar, identified as the swelling where a branch joins the trunk of a tree.
 - d. *Maintenance of vegetation over right-of-way.* It shall be the duty of the owner, lessee or occupant, or the agent, representative or employee of any such owner, lessee or occupant, having control of any lot or parcel of real estate in the city, to maintain and control the limbs and foliage of trees and shrubs extending over the public right-of-way. Limbs and foliage are to be trimmed so as to provide clearance of at least ten feet above sidewalks and public rights-of-way, and of at least 14 feet over public streets and roadways. This subsection shall apply to all trees on private property, as well as to all trees planted by the owner, lessee or occupant, or the agent, representative or employee of any such owner, lessee or occupant, whether located on private property or located between private property lines and the street curb or edge.
 - e. The Department of Building and Zoning shall be responsible for enforcement of landscape maintenance standards.
- (c) *Plant materials.* Plant materials within both vehicle use areas and buffers as required by Article VII are subject to the following:
- (1) *Quality.* All plant material shall meet American Association of Nurserymen Standards. Plant materials used in conformance with the provisions of this subsection shall conform to the standards for Florida Grade No. 1 or better as given in Grades and Standards for Nursery Plants, Part I, and current edition, Part II, State of Florida Department of Agriculture and Consumer Services, Tallahassee, or equal thereof. Plant materials determined as not meeting these standards shall not be counted towards meeting the required amount of landscape materials.
 - (2) *Trees.*
 - a. *Canopy trees.* Required trees shall be a minimum of eight feet in height and two inches DBH, when measured immediately after planting. In the case of palms, the required measurement shall be six feet from ground level to the base of palm fronds.

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- b. *Understory trees.* Understory trees shall be a minimum of four feet in height and one-and-one-half DBH. For the purpose of this subsection, two palm trees shall equal one understory tree. Trees shall be planted in planting areas having a minimum area of 25 square feet with a minimum distance of 2½ feet measured from the center of the tree trunk to the near edge of the landscape area.
- (3) *Shrubs.* Shrubs shall be a minimum of 24 inches high and 15 inches wide upon installation. Shrubs or ornamental grasses planted to form hedges shall be an evergreen species. Shrubs and ornamental grasses planted to form hedges shall be planted no further apart than 30 inches on center.
- (4) *Vines.* Vines shall be a minimum of 30 inches in height six months after planting and should be used in conjunction with fences, screens or walls to meet physical barrier requirements as specified.
- (5) *Ground covers.* Ground covers other than grass shall be planted in such a manner as to present a finished appearance and reasonably complete vegetative coverage within six months after planting.
- (6) *Lawn grass.* Ground cover of vegetative matter shall be provided throughout the buffer area except in undisturbed natural vegetation areas. If grass is used, it shall be of a species normally grown as permanent lawns in the vicinity of Palatka, Florida. Grass areas may be sodded, plugged, sprigged or seeded. Solid sod grass shall be used in swales or other areas subject to erosion.
- (7) *Permanent architectural planters.* The use of permanent architectural planters and tree grates may be permitted in fulfillment of landscape requirements when physical constraints that are not self-created limit the use of landscape areas. Such architectural planters shall be at least ten square feet in size and shall have a depth of not less than 15 inches.
- (8) *Mulching or covering of planting areas.* All planting areas shall be covered with grass or other ground cover (including inanimate materials such as bark, etc.,) where not otherwise landscaped. Mulch is required in all shrub beds. All other planting areas shall be covered with grass or ground cover.
- (d) *Credit for existing trees.*
- (2) *Existing trees.* Existing native and healthy trees which are retained and preserved shall be credited against required buffer and vehicle use area trees upon written determination by the building and zoning department that such trees serve the same or higher purpose than would new trees in terms of providing shade and aesthetic appearance. This credit includes multiple trees which by benefit of their size or location provide the shade that is equivalent to several newer and smaller trees. After the loss of such credited trees, the property owner must provide replacement trees according to code in specific landscape areas. These credits shall apply where the preserved tree is in a planting area in which the area's least dimension is one-half of the radius of the crown spread of a tree up to ten feet, measured from the trunk center, and where no substantial grade changes within the landscape area are anticipated. In no case shall this least dimension be less than 2½ feet. To receive credit for trees, the applicant must submit a site plan locating all existing trees and indicating size and species. All trees retained for credit must be protected during all phases of construction, as set forth in subsection (c) of this section, pertaining to tree protection.
- (3) *Trees not eligible for landscape credit.* The following trees are not native Florida tree species. They typically out-compete and cause the decline of native trees and have a high

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susceptibility to wind and cold damage. They are discouraged from use in landscaping in an effort to prevent additional distribution of the trees in the area. They may be used for landscaping, but will not count towards landscaping requirements noted in this section:

- a. Tallow tree (Chinese tallow tree).
 - b. Camphor tree.
 - c. Australian pine.
 - d. Melaleuca (pung tree).
- (4) *Ratio of required trees.* The ratio of required trees is as follows:
Canopy trees = 50 percent minimum.
Understory trees = 50 percent maximum.
Palms = 15 percent maximum.

(Code 1981, app. C, § 26-7(6))

Sec. 94-296. – Specific landscape requirements.

- (a) *Vehicle use area landscaping.* Vehicle use areas shall have interior landscaping to provide visual and climatic relief from broad expanses of pavement, and to direct and define logical areas for pedestrian and vehicular circulation.
 - (1) *Minimum open space.* Vehicular use areas shall have a minimum of 50 square feet of landscaped area or island for each 500 square feet or fraction thereof of paved area.
 - (2) *Landscape areas.* Each separate interior landscaped area shall contain a minimum of 160 square feet and shall be at least the allowable width of a parking space, but exceeding nine feet. A minimum of one canopy tree shall be planted within each landscape island, with the remaining area adequately planted with shrubs, ground cover or other approved landscaping materials. When it can be demonstrated that preserved or planted canopy trees can effectively shade parking lots in a manner that is equivalent to or exceeds island shade tree planting or preservation, the building and zoning department may approve such alternatives.
 - (4) *Xeriscaping.* High water use trees, as identified in Table 297-A shall not be allowed for vehicle use area trees due to the need for increased survivability in the harsh conditions of parking lots. Plant types shall be of similar water use zone.
 - (3) *Curbing and wheel stops.* All interior landscaping shall be protected from vehicle encroachment by curbing or wheel stops, with cut-outs provided if needed for stormwater entry into landscape areas.
 - (4) *Parking row relief.* Interior landscaping shall be located in a manner which will divide or interrupt the broad expanse of paving. Landscaped areas shall subdivide parking areas into parking bays containing a maximum of 50 spaces, provided that no more than 10 spaces shall be in an uninterrupted row. Parking rows shall be terminated by landscape areas.
 - (5) *Relocation of landscaping.* In other vehicular use areas where the strict application of this subsection will seriously limit the function of the area, such as off-street loading areas or vehicle display or storage area, the required landscaping may be located near the perimeter of the paved area in streetyards or buffers. Such required interior landscaping which is relocated shall be in addition to the buffer zone requirements.
 - (6) Interior landscaping layout or design shall be reviewed and approved by the building and zoning department.

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- (b) *Use of required landscape areas.* No accessory structures, garbage or trash collection points or receptacles, parking, or any other functional use contrary to the intent and purpose of this Code shall be permitted in a required landscape area. This does not prohibit the combining of compatible functions such as landscaping and drainage facilities.
 - (c) Stormwater facilities shall be planted with appropriate trees and other plantings when practicable.
 - (d) *Landscape plan approval.* Appropriate site plans showing proposed landscape development shall be submitted to the building and zoning department. The site plan shall be drawn to scale normally of not less than one inch equals 30 feet. A different scale may be permitted for good cause shown. Landscape plan review will typically be done concurrent with building permit application review. Amendments or modifications to approved landscape plans shall be reviewed administratively within five working days. Such site plan shall include the following:
 - (1) Plant name, size and location, number, spacing and size upon installation of all trees, shrubs and ground covers.
 - (2) Existing and proposed landscape areas.
 - (3) Existing and proposed parking areas, including access aisles, driveways, catchbasins and all vehicular use areas, scaled and/or dimensioned.
 - (4) An irrigation system, including heads, valves and pump, that provides 100 percent coverage.
 - (5) Locations of all existing and/or proposed structures, sidewalks, pools, fences and walls, all applicable utilities services, dumpsters and other improvements, properly dimensioned and referenced to property uses, setback and yard requirements.
 - (f) *Corner visibility.* On any lot located at the intersection of a street or driveway no hedge, structure or planting, or other obstruction to vision between the heights of 2½ feet and ten feet above street level shall be erected, placed or maintained within the triangular area formed by the intersection of curblines and a straight line joining the curblines at points which are 30 feet distant from the point of intersection measured along the edge of pavement.
 - (g) *Appeals.* A person aggrieved by an administrative order, determination or decision of the building and zoning department may appeal the order, determination or decision to the tree advisory board for a variance from the strict requirements of this section.
- (Code 1981, app. C, § 26-7(6))

Sec. 94-297. – Approved plant list

Plant material required for parking lots, streetyards, and buffers for nonresidential and multi-family development and redevelopment shall be selected from the following list, or approved by the determined to be similar and suitable in form and function to the approved plants. Native plants are required unless exempted from the requirement by the tree committee. The table includes appropriate trees for parking lot and rights-of-way. An asterisk indicates that the tree in question may be allowed by the building and zoning department on a case-by-case basis depending on site conditions. Explanation of the water zone follows the table.

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Table 94-297A: Approved plant list

<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>	<u>Right-of-Way</u>	<u>Parking Lot</u>
<u>NATIVE CANOPY TREES (Mature size 40' or more in height)</u>				
<i>Acer rubrum</i>	Red Maple	H,M	Yes	No
<i>Betula nigra</i>	River Birch	H	Yes	No
<i>Carya aquatica</i>	Water Hickory	H	No	No
<i>Carya cordiformis</i>	Bitternut Hickory	M	No	No
<i>Carya glabra</i>	Pignut Hickory	M,L	No	No
<i>Carya tormentosa</i>	Mockernut Hickory	H	No	No
<i>Celtis laevigata</i>	Sugarberry	M,L	*	No
<i>Diospyros virginiana</i>	Common Persimmon	M	No	No
<i>Fraxinus americana</i>	White Ash	M	*	No
<i>Fraxinus caroliniana</i>	Carolina Ash	H	No	No
<i>Fraxinus pennsylvanica</i>	Green Ash	M	Yes	Yes
<i>Liriodendron tulipifera</i>	Tuliptree	H	No	No
<i>Liquidambar styraciflua</i>	Sweetgum	M,L	No	No
<i>Magnolia grandiflora</i>	Southern Magnolia	M,L	Yes	No
<i>Magnolia virginiana</i>	Sweetbay Magnolia	H	Yes	No
<i>Morus rubra</i>	Red Mulberry	L	No	No
<i>Nyssa aquatica</i>	Water Tupelo	H	No	Yes
<i>Nyssa sylvatica</i>	Black Tupelo	H	Yes	Yes
<i>Persea borbonia</i>	Red Bay	L	*	No
<i>Pinus clausa</i>	Sand Pine	L	No	No
<i>Pinus elliottii</i>	Slash Pine	L	No	No
<i>Pinus glabra</i>	Spruce Pine	H	*	Yes
<i>Pinus palustris</i>	Longleaf Pine	M,L	No	No
<i>Pinus taeda</i>	Loblolly Pine	L	No	No
<i>Platanus occidentalis</i>	Sycamore	H,M,L	*	Yes
<i>Quercus falcata</i>	Southern Red Oak	L	No	No
<i>Quercus hemispherica</i>	Laurel Oak	M,L	No	Yes
<i>Quercus laevis</i>	Turkey Oak	L	No	No
<i>Quercus laurifolia</i>	Diamondleaf Oak	L	No	No
<i>Quercus michauxii</i>	Swamp Chestnut Oak	H,M	*	Yes
<i>Quercus nigra</i>	Water Oak	H,M	No	No

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>	<u>Street</u>	<u>Parking</u>
<u>NATIVE CANOPY TREES (Mature size 40' or more in height) (cont'd)</u>				
<i>Quercus phellos</i>	Willow Oak	L	*	Yes
<i>Quercus shumardii</i>	Shumard Oak	H,M,L	*	Yes
<i>Quercus stellata</i>	Post Oak	M,L	No	Yes
<i>Quercus virginiana</i>	Southern Live Oak	M,L	*	Yes
<i>Taxodium ascendens</i>	Pond Cypress	L	*	Yes
<i>Taxodium distichum</i>	Bald Cypress	L	*	Yes
<i>Tilia floridana</i>	Florida Basswood	H	No	No
<i>Ulmus alata</i>	Winged Elm	M,L	Yes	Yes
<i>Ulmus americana</i>	American Elm	H,M	No	No
<i>Ulmus crassifolia</i>	Cedar Elm	L	*	No
<i>Carya illinoensis</i>	Pecan	H,M	No	No
<i>Phoenix canariensis</i>	Canary Island Date Palm	L	Yes	Yes
<i>Phoenix dactylifera</i>	Date Palm	L	Yes	Yes
<i>Salix babylonica</i>	Weeping Willow	H	No	No
<i>Ulmus parvifolia</i>	Chinese (Drake) Elm	M,L	Yes	Yes
<i>Washingtonia robusta</i>	Washington Palm	L	Yes	No
<u>NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:</u>				
<i>Acer barbatum</i>	Florida Maple	M	Yes	No
<i>Acer leucoderme</i>	Florida Sugar Maple	M	No	Yes
<i>Aesculus pavia</i>	Red Buckeye	M	No	No
<i>Bumelia tenax</i>	Tough Bumelia	L	Yes	No
<i>Carpinus caroliniana</i>	American Hornbeam	H,M	Yes	No
<i>Cercis canadensis</i>	Eastern Redbud	L	Yes	No
<i>Chamaecyparis throides</i>	Atlantic White Cedar	H	No	No
<i>Chionanthus virginicus</i>	Fringetree	M,L	No	No
<i>Cornus florida</i>	Flowering Dogwood	M	No	No
<i>Crataegus spp.</i>	Hawthorn	M,L	No	No
<i>Gordonia lasianthus</i>	Loblolly Bay	H	No	No
<i>Halesia carolina</i>	Carolina Silverbell	M	Yes	Yes

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<u>NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:</u>				
<u>Halesia diptera</u>	<u>Two-Winged Silverbell</u>	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Ilex spp.</u>	<u>Hollies</u>	<u>L</u>	<u>Yes</u>	<u>Yes</u>
<u>Juniperus silicicola</u>	<u>Southern Redcedar</u>	<u>L</u>	<u>Yes</u>	<u>No</u>
<u>Juniperus virginiana</u>	<u>Eastern Redcedar</u>	<u>L</u>	<u>Yes</u>	<u>No</u>
<u>Myrica cerifera</u>	<u>Wax Myrtle</u>	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>	<u>Street</u>	<u>Parking</u>
<u>Ostrya virginiana</u>	<u>American Hophornbeam</u>	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Persea palustris</u>	<u>Swampbay</u>	<u>H</u>	<u>No</u>	<u>No</u>
<u>Pinckneya pubens</u>	<u>Fevertree</u>	<u>H</u>	<u>No</u>	<u>No</u>
<u>Prunus augustifolia</u>	<u>Chickasaw plum</u>	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Quercus austrina</u>	<u>Bluff Oak</u>	<u>M</u>	<u>*</u>	<u>Yes</u>
<u>Quercus chapmanii</u>	<u>Chapman Oak</u>	<u>L</u>	<u>No</u>	<u>No</u>
<u>Quercus incana</u>	<u>Bluejack Oak</u>	<u>L</u>	<u>No</u>	<u>No</u>
<u>Quercus myrtifolia</u>	<u>Myrtle Oak</u>	<u>L</u>	<u>No</u>	<u>No</u>
<u>Quercus nuttallii</u>	<u>Nuttal Oak</u>	<u>L</u>	<u>*</u>	<u>Yes</u>
<u>Sabal palmetto</u>	<u>Cabbage Palm</u>	<u>L</u>	<u>Yes</u>	<u>Yes</u>
<u>Salix caroliniana</u>	<u>Willow</u>	<u>H</u>	<u>No</u>	<u>No</u>
<u>Tilia caroliniana</u>	<u>Carolina Basswood</u>	<u>M</u>	<u>No</u>	<u>No</u>
<u>Vaccinium arboreum</u>	<u>Sparkleberry</u>	<u>L</u>	<u>No</u>	<u>No</u>
<u>Viburnum rufidulum</u>	<u>Viburnum</u>	<u>M</u>	<u>No</u>	<u>No</u>
<u>NON-NATIVE UNDERSTORY TREES (Mature size 12' to 40' height) AND PALMS:</u>				
<u>Butia capitata</u>	<u>Pindo Palm</u>	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Callistemon rigidus</u>	<u>Bottlebrush</u>	<u>M</u>	<u>No</u>	<u>No</u>
<u>Cupressocyparis leylandii</u>	<u>Leyland Cypress</u>	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Eriobotrya japonica</u>	<u>Loquat</u>	<u>M</u>	<u>Yes</u>	<u>No</u>
<u>Ilex spp.</u>	<u>Treeform Holly</u>	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Lagerstromia indica</u>	<u>Crape Myrtle</u>	<u>M,L</u>	<u>Yes</u>	<u>Yes</u>
<u>Ligustrum japonicum</u>	<u>Waxleaf Privet</u>	<u>M,L</u>	<u>No</u>	<u>No</u>
<u>Magnolia spp.</u>	<u>Deciduous Magnolia</u>	<u>H,M</u>	<u>No</u>	<u>No</u>
<u>Ulmus parvifolia</u>	<u>Chinese Elm</u>	<u>M,L</u>	<u>No</u>	<u>No</u>

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NATIVE SHRUBS, SMALL PALMS AND CYCADS:</u>		
<u>Callicarpa americana</u>	<u>Beautyberry</u>	<u>H,M,L</u>
<u>Calycanthus floridus</u>	<u>Sweetshrub</u>	<u>H,M</u>
<u>Feijoa sellowiana</u>	<u>Pineapple Guava</u>	<u>M</u>
<u>Forestiera segregata</u>	<u>Florida Privet</u>	<u>M,L</u>
<u>Ilex glabra</u>	<u>Gallberry</u>	<u>M,L</u>
<u>Ilex vomitoria</u>	<u>Yaupon Holly</u>	<u>L</u>
<u>Illicium parviflorum</u>	<u>Star Anise</u>	<u>H,M</u>
<u>Myrica cerifera</u>	<u>Wax Myrtle</u>	<u>M,L</u>
<u>Rhapidophyllum hystrix</u>	<u>Needle Palm</u>	<u>M,L</u>
<u>Sabal minor</u>	<u>Bluestem Palmetto</u>	<u>H,M,L</u>
<u>Serenoa repens</u>	<u>Saw Palmetto</u>	<u>M,L</u>
<u>Vaccinium corymbosum, darrowii, myrsinites</u>	<u>Native blueberries</u>	
<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NON-NATIVE SHRUBS, SMALL PALMS AND CYCADS:</u>		
<u>Viburnum obovatum</u>	<u>Walters Viburnum</u>	<u>H,M</u>
<u>Abelia grandiflora</u>	<u>Abelia</u>	<u>M</u>
<u>Beloperone guttata</u>	<u>Shrimp Plant</u>	<u>H,M</u>
<u>Bulbine</u>	<u>Groundcover</u>	
<u>Buxus microphylla</u>	<u>Japanese Boxwood</u>	<u>M</u>
<u>Buxus sempervirens</u>	<u>English Boxwood</u>	<u>M</u>
<u>Camellia japonica</u>	<u>Camellia</u>	<u>M</u>
<u>Camellia sasanqua</u>	<u>Sasanqua Camellia</u>	<u>H</u>
<u>Chamaerops humilis</u>	<u>European Fan Palm</u>	<u>L</u>
<u>Codiaeum variegatum</u>	<u>Croton</u>	<u>H,M,L</u>
<u>Cycas revoluta</u>	<u>King Sago</u>	<u>L</u>
<u>Eleagnus pungens</u>	<u>Silverthorn</u>	<u>M,L</u>
<u>Fatsia japonica</u>	<u>Fatsia</u>	<u>H,M</u>
<u>Gardenia jasminoides</u>	<u>Gardenia</u>	<u>H,M</u>
<u>Hibiscus syriacus</u>	<u>Rose of Sharon</u>	<u>M</u>
<u>Hydrangea spp.</u>	<u>Hydrangea</u>	<u>H,M</u>
<u>Ilex spp.</u>	<u>Shrubform Holly</u>	<u>M</u>
<u>Juniperus spp.</u>	<u>Juniper</u>	<u>M,L</u>
<u>Ligustrum japonica</u>	<u>Waxleaf Privet</u>	<u>M,L</u>

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NON-NATIVE SHRUBS, SMALL PALMS AND CYCADS:</u>		
<u>Loropetalum chinense</u>	<u>Chinese Witch Hazel</u>	<u>H,M</u>
<u>Michelia figo</u>	<u>Banana Shrub</u>	<u>H,M</u>
<u>Nerium oleander</u>	<u>Oleander</u>	<u>M,L</u>
<u>Osmanthus fragrans</u>	<u>Sweet Olive</u>	<u>M</u>
<u>Pittosporum tobira</u>	<u>Pittosporum</u>	<u>H,M</u>
<u>Platycladus orientalis</u>	<u>Arborvitae</u>	<u>L</u>
<u>Podocarpus macrophylla, nagi</u>	<u>Podocarpus</u>	<u>M,L</u>
<u>Raphiolepis indica</u>	<u>Indian Hawthorn</u>	<u>M,L</u>
<u>Rhododendron spp.</u>	<u>Azalea</u>	<u>H,M</u>
<u>Ternstroemia gymnanthera</u>	<u>Cleyera</u>	<u>M,L</u>
<u>Trachycarpus fortunei</u>	<u>Windmill Palm</u>	<u>L</u>
<u>Viburnum odoratissimum</u>	<u>Sweet Viburnum</u>	<u>H,M</u>
<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NATIVE GROUNDCOVERS:</u>		
<u>Viburnum tinus</u>	<u>Laurustius Viburnum</u>	<u>M,L</u>
<u>Borrchia frutescens</u>	<u>Sea Oxeye Daisy</u>	<u>L</u>
<u>Ceratiola ericoides</u>	<u>Rosemary</u>	<u>M,L</u>
<u>Crinum spp.</u>	<u>Crinum Lily</u>	<u>M</u>
<u>Gelsemium sempervirens</u>	<u>Carolina Jessamine</u>	<u>M</u>
<u>Helianthus debilis</u>	<u>Beach Sunflower</u>	<u>L</u>
<u>Iva imbricata</u>	<u>Seashore Elder</u>	<u>L</u>
<u>Licania michauxii</u>	<u>Gopher Apple</u>	<u>L</u>
<u>Muhlenbergia capillaris</u>	<u>Muhly Grass</u>	<u>L</u>
<u>Parthenocissus quinquefolia</u>	<u>Virginia Creeper</u>	<u>H,M</u>
<u>Paspalum spp.</u>	<u>Paspalum</u>	<u>H,M</u>
<u>Serenoa repens</u>	<u>Saw Palmetto</u>	<u>M,L</u>
<u>Sesuvium portulacastrum</u>	<u>Sea Purslane</u>	<u>L</u>
<u>Sisyrinchium spp.</u>	<u>Blue-eyed Grass</u>	<u>M</u>
<u>Sorghastrum secundum</u>	<u>Lopsided Indian Grass</u>	<u>L</u>
<u>Spartina patens</u>	<u>Saltmeadow Cord Grass</u>	<u>M,L</u>
<u>Stachytarpheta jamaicensis</u>	<u>Blue Porter Weed</u>	<u>L</u>
<u>Tripsacum dactyloides</u>	<u>Fakahatchee Grass</u>	<u>L</u>
<u>Uniola paniculata</u>	<u>Sea Oats</u>	<u>L</u>

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NON-NATIVE GROUNDCOVERS:</u>		
<u>Yucca filamentosa</u>	<u>Beargrass</u>	<u>L</u>
<u>Zamia pumila</u>	<u>Coontie</u>	<u>M</u>
<u>Agapanthus africanus</u>	<u>Blue Lily of the Nile</u>	<u>M</u>
<u>Ajuga reptans</u>	<u>Bugleweed</u>	<u>H</u>
<u>Aloe spp.</u>	<u>Aloe</u>	<u>M,L</u>
<u>Aspidistra elatior</u>	<u>Cast Ironplant</u>	<u>M</u>
<u>Dietes bicolor</u>	<u>Butterfly Iris</u>	<u>H</u>
<u>Dietes vegeta</u>	<u>African Iris</u>	<u>M,L</u>
<u>Ficus pumila</u>	<u>Creeping Fig</u>	<u>M,L</u>
<u>Gerbera jamesonii</u>	<u>Gerbera Daisy</u>	<u>M</u>
<u>Hedera canariensis</u>	<u>Algerian Ivy</u>	<u>L</u>
<u>Hedera helix</u>	<u>English Ivy</u>	<u>L</u>
<u>Hemerocallis spp.</u>	<u>Daylily</u>	<u>M,L</u>
<u>Juniperus spp.</u>	<u>Juniper</u>	<u>M,L</u>
<u>Liriope muscari</u>	<u>Liriope spp.</u>	<u>M</u>
<u>Miscanthus spp.</u>	<u>Miscanthus</u>	<u>L</u>
<u>Nandina domestica</u>	<u>Dwarf Nandina</u>	<u>M,L</u>
<u>Ophiopogon japonicus</u>	<u>Mondo Grass</u>	<u>L</u>
<u>Pittosporum tobira</u>	<u>Dwarf Pittosporum</u>	<u>H,M</u>
<u>Trachelospermum asiaticum</u>	<u>Asiatic Jasmine</u>	<u>L</u>
<u>Trachelospermum jasminoides</u>	<u>Confederate Jasmine</u>	<u>L</u>
<u>Tulbaghia violacea</u>	<u>Society Garlic</u>	<u>M,L</u>
<u>Gelsemium sempervirens</u>	<u>Carolina Jessamine</u>	<u>M</u>
<u>Helianthus debilis</u>	<u>Beach Sunflower</u>	<u>L</u>
<u>Iva imbricata</u>	<u>Seashore Elder</u>	<u>L</u>
<u>Licania michauxii</u>	<u>Gopher Apple</u>	<u>L</u>
<u>Muhlenbergia capillaris</u>	<u>Muhly Grass</u>	<u>L</u>
<u>Parthenocissus quinquefolia</u>	<u>Virginia Creeper</u>	<u>H,M</u>
<u>Paspalum spp.</u>	<u>Paspalum</u>	<u>H,M</u>
<u>Serenoa repens</u>	<u>Saw Palmetto</u>	<u>M,L</u>
<u>Sesuvium portulacastrum</u>	<u>Sea Purslane</u>	<u>L</u>

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<u>Botanical Name</u>	<u>Common Name</u>	<u>Water Zone</u>
<u>NON-NATIVE GROUNDCOVERS:</u>		
<i>Sisyrinchium spp.</i>	Blue-eyed Grass	M
<i>Sorghastrum secundum</i>	Lopsided Indian Grass	L
<i>Spartina patens</i>	Saltmeadow Cord Grass	M,L
<i>Stachytarpheta jamaicensis</i>	Blue Porter Weed	L
<i>Tripsacum dactyloides</i>	Fakahatchee Grass	L
<i>Uniola paniculata</i>	Sea Oats	L
<i>Yucca filamentosa</i>	Beargrass	L
<i>Aloe spp.</i>	Aloe	M,L
<i>Aspidistra elatior</i>	Cast Ironplant	M
<i>Catharanthus roseus</i>	Periwinkle, Vinca	H,M
<i>Convolvulus 'Blue Daze'</i>	Blue Daze	M
<i>Cyrtomium falcatum</i>	Holly Fern	M
<i>Dichondra micrantha</i>	Dichondra	H,M

TABLE 94-297B. PROHIBITED SPECIES

<u>Botanical Name</u>	<u>Common Name</u>
<i>Albizia julibrissin</i>	Mimosa
<i>Broussonetia papyrifera</i>	Paper Mulberry
<i>Cinnamomum camphora</i>	Camphor
<i>Melia azedarach</i>	Chinaberry
<i>Sapium sebiferum</i>	Chinese Tallow

<u>H</u>	High water use plant species associated with wetlands or moist soils; requires supplemental irrigation in addition to natural rainfall. This zone includes most manicured turfgrass areas.
<u>M</u>	Moderate water use, drought tolerant plant species that survive on natural rainfall; requires supplemental irrigation during seasonal dry periods to maintain attractive appearance. This zone includes St. Augustine, Bahia and other turf grass areas.
<u>L</u>	Low water use drought tolerant plant species; will survive on natural rainfall without supplemental irrigation.

Secs. 94-298—94-299. - Reserved.

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ARTICLE VII. – BUFFERING AND SCREENING REQUIREMENTS

Sec. 94-300. - Purpose

The purpose of this article is to provide minimum buffering and screening requirements which:

- (a) Reduce adverse impacts between uses and zones;
- (b) Buffer intensive land uses from less intensive land uses; and
- (c) Protect the public health, safety and general welfare by:
 - (1) Minimizing noise, air, dust and visual pollution;
 - (2) Reducing the heat and glare absorbed and radiated by development;
 - (3) Preserving property values and the character of neighborhoods;
 - (4) Helping to control soil erosion and stormwater runoff; and
 - (5) Improving the aesthetic appeal of the city.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-301. - Definitions

For purposes of the administration and enforcement of this article and unless otherwise stated, the following definitions shall apply (the present tense shall include future tense, the plural shall include the singular, and the word "shall" is mandatory, not discretionary):

Berm means a mound of earth between two and six feet high used to buffer or screen a land use.

Central business district (CBD) means areas zoned DB (downtown business) and DR (downtown riverfront) on the Official Zoning Atlas of Palatka, Florida.

Deciduous means a plant with foliage that drops or dies at the end of a growing season.

Evergreen means a plant with foliage that remains green year-round.

Ground cover means grasses or other plants grown to keep soil from being blown or washed away.

Mulch means a layer of wood chips, pine straw, hay or other material placed on the surface of the soil around plants to retain moisture, prevent weeds from growing, hold soil in place and aid in plant growth.

Ornamental grass means a grass planted primarily for its ornamental value or for screening purposes.

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Redevelopment means the demolition and rebuilding of 50 percent or more of a site's physical development (i.e., square footage of buildings).

Shrub means a woody plant, smaller than a tree, consisting of several small stems from the ground or small branches near the ground.

Streetyard means the area between a street property line and the front wall of a building.

Tree means a usually tall, woody plant, distinguished from a shrub by having comparatively greater height and, characteristically, defined as:

- (1) Canopy (large maturing) — Single trunk whose height is greater than 35 feet at maturity; or
- (2) Understory (small maturing) — Single trunk or multi-stem whose height is less than 35 feet at maturity.

Undisturbed vegetation means natural vegetation in a generally untouched, maintenance free, self-perpetuating stand comprised of indigenous trees, shrubs, herbs, flowers or grasses.

Utility easement means the right-of-way acquired by a utility or governmental agency or private agency to locate utilities, including all types of pipelines, telephone and electric cables.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-302. – Purpose of buffer zones

- (a) A buffer zone is a landscaped strip along parcel boundaries that serves as a buffer between incompatible uses and zoning districts, as an attractive boundary of the parcel or use, or as both a buffer and attractive boundary. This shall not be interpreted to mean that parcels within a planned mixed use development must meet these requirements.
- (b) The width and degree of vegetation required depends on the level of impacts between uses as shown in Table 94-304.

Sec. 94-303. – Applicability of regulations

This article shall apply to projects meeting at least one of the following criteria. When a project meets more than one criterion it shall meet the less restrictive standard.

- (a) All appropriately-zoned lots existing on the date of adoption of this article requiring a building permit and proposed for development shall conform to this article as follows.
- (b) Conditional uses shall be subject to this article.
 - (1) Existing uses with no parking lot or building expansions shall only be required to meet uncomplimentary use buffers adjacent to single-family uses or zoning and one streetyard tree per 4,000 square feet of vehicular use area. Each change of use shall require the greater of one tree planting or 25% of the required trees and linear buffer.
 - (2) Multi-tenant shopping or office properties shall provide required landscaping noted in (1) above that is proportional to the use's percentage of the overall non-storage space. For example a use occupying a space that is 10% of the non-storage space of a shopping center shall provide at least 10% of the overall required buffer in regard to linear feet and associated landscape plantings. Priority shall be given to buffers within the streetyard.
- (c) Additions or expansions to existing uses shall provide required landscaping that is proportional to the greater of building or parking lot space. For example a 30% building expansion accompanied by a 20% parking lot expansion shall provide 30% of overall required buffer in regard to linear feet and associated landscape plantings. Priority shall be given to buffers within the streetyard.

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- (d) *Change of use.* The lack of required buffer landscaping is considered to be a nonconforming characteristic of use, as defined in Zoning Code Section 94-114(f). Any nonresidential property that is unoccupied and not operational for more than six months is subject to the provisions of this section and shall be subject to the compliance standards set forth in (b) and (c) of this section.
 - (e) For purposes of clearing or grading, the owner shall be required to follow at a minimum the standards set forth herein and the standards of stabilization as set forth by the public works director and other appropriate authorities. The installation of buffers shall not be required until a certificate of occupancy is requested for the developed parcels and at that time only the buffer for each developed parcel should be required. This shall ensure that the proper buffer is established for each use as well as provide for the appropriate timing of installation.
 - (e) In instances where a property owner or his agent is in possession of multiple contiguous undeveloped lots or parcels with differing zoning, or in instances where a single undeveloped lot or parcel includes multiple zoning designations, then the property owner may exclude the required buffers separating these differing zonings until such time as development is commenced, the contiguous use is initiated, or until a certificate of occupancy is requested for the adjacent undeveloped lot or parcel or portion of a lot or parcel with differing zoning designations. In instances where a contiguous lot or parcel with differing zoning, or where a portion of a lot or parcel with differing zoning, is sold by a property owner and the required buffer has not been previously installed, then the required buffer shall immediately be required to be installed by the property owner. In no instance shall this exclusion be used by a property owner to intentionally avoid the installation of a required buffer and, further, the zoning administrator reserves the right to require the installation of buffers where in his opinion a property owner is attempting to intentionally avoid the installation of the required buffers.
 - (f) Plant materials. Minimum standards for plant materials are set forth in Article VI, Section 944-295(c)
- (Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-304. – Buffer determination

To determine the type of buffer required between two adjacent parcels or along a right-of-way, refer to the table of buffer requirements and cross-reference the zoning of the parcel proposed for development, redevelopment, or expansion with the zoning district of the adjacent parcel, regardless of whether it is developed or vacant, except as provided in section 94-302(f). The standards provided are minimum requirements and may be exceeded if so desired, except for fence heights, which shall require approval of the board of zoning appeals to be exceeded. Tree spacing can be averaged with an emphasis on effective placement of trees for shading, visual and sound attenuation, and aesthetic appeal.

- (a) *Perimeter buffer responsibility* –If the land next to the proposed development is vacant, the perimeter buffer required shall be determined by the existing land use or zoning of the adjacent vacant parcel, with the parcel having the more intensive land use responsible for the buffer. If the adjacent parcel has a use of higher intensity, was developed prior to the effective date of this ordinance and did not include a buffer, the proposed development will be responsible for the required perimeter buffer. If the proposed development is next to an existing development having a land use of lower intensity, the proposed development shall be responsible for the perimeter buffer.

PART II - MUNICIPAL CODE
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BUFFER STANDARDS

- (b) *Buffer tree spacing.* Tree spacing can be averaged with an emphasis on effective placement of trees for shading, visual and sound attenuation, and aesthetic appeal. Canopy trees require a separation of 25 feet from any tree and understory trees require a separation of 15 feet from any tree.
- (c) *Default buffer* – Unless otherwise required in Table 94-303, all development shall provide a buffer adjacent to property lines with a minimum width of eight feet and the following required landscaping:
- (1) A row of evergreen or deciduous canopy trees spaced not more than 50 feet apart; and
 - (2) turf grass, low growing evergreen plants or evergreen ground cover planted over at least one-third of the buffer length.
- (d) *Vehicular use area buffer* – the following required landscaping shall be provided within a buffer of minimum width of 10 feet located between a street right-of-way and parking lots, driveways, loading areas and other paved expanses, and with the ability for plantings to occur in the adjacent right-of-way where the intent of the buffering will be achieved and no conflicts occur with utilities, with the approval of the building and zoning department:
- (1) Hedges, ornamental grasses, fences, walls, or a combination of these elements that provides effective screening, to be maintained at a height between 36 inches and 54 inches, not interfering with required sight distance at driveway entrances or street intersections.
 - (2) A row of evergreen or deciduous canopy trees spaced not more than 35 feet apart; and,
 - (3) Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.
- (e) *Roadway buffer* – the following required landscaping shall be provided in areas adjacent to street right-of-way that are not vehicular use area buffers or driveways, and with the ability for plantings to occur in the adjacent right-of-way where the intent of the buffering will be achieved and no conflicts occur with utilities, with the approval of the building and zoning department:
- (1) a row of evergreen or deciduous canopy trees spaced not more than 35 feet apart; and,
 - (2) turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.
- (f) *Streetyard* – at least 15% of the streetyard shall be established and maintained as landscaped area, with other required buffers counting toward that total.
- (g) *Uncomplimentary use buffer* – those interior perimeter buffers that are not adjacent to a right-of-way shall include the following:
- (1) Evergreen plants which, at the time of planting, shall be at least three feet in height and reach a height of six feet within one year, providing an overall screening opacity of 90 percent; or,
 - (2) A masonry wall six feet in height, architecturally finished on all sides, and if a block wall, painted on all sides; or,
 - (3) A solid wooden fence six feet in height, finished side out; or,
 - (4) A berm in combination with 1, 2 or 3 to achieve a minimum height of six feet and eighty percent opacity at the time of installation; and
 - (5) A row of evergreen understory and canopy trees between impactful and impacted uses or evergreen or deciduous understory and canopy trees in all other cases, spaced as noted in Table 94-303; and,
 - (6) Turf grass, low growing evergreen plants or evergreen ground cover planted over the remaining balance of the buffer.

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- (h) *Natural uncomplimentary use buffer* – an undisturbed wooded area having an opacity of 85% during all seasons shall be allowed as an alternative to other perimeter buffers if it is determined by the building and zoning department that this buffer meets the intent of effectively screening adjacent property. Buffer width shall exceed twice the required dimension set forth in Table 94-304.

Table 94-304: Uncomplimentary Use Buffer Table

High Impact Uses or Zoning	Low Impact Uses or Zoning		
	Conservation and Passive Recreation	Residential - (Single and Two)	Residential (Multifamily)
Residential - (Multifamily)	15/50/25	25/50/25	N/A
Cultural/Institutional Office/Professional Services	15/50/25	15/50/25	10/60/40
Neighborhood Commercial	15/50/25	20/50/25	10/60/40
Active Recreation	20/35/0	20/40/40	15/50/0
General Commercial	20/50/20	25/50/20	20/60/30
Intensive Commercial / Industrial / Utility Plant Sites	25/50/20	35/50/20	25/50/25

Legend: buffer width in feet / canopy tree spacing / understory tree spacing. For example 20/50/25 means a 20 foot wide buffer with canopy trees spaced an average of 50 feet apart and understory trees spaced an average of 25 feet apart.

- (i) *Multipurpose landscaping.* Required landscaping may be used to satisfy multiple standards. For example, a vehicular use area terminal island tree may be used to also satisfy a perimeter buffer tree requirement if the intent of both buffers is served as determined by the building and zoning department.
- (j) *Xeriscaping.* To ensure lower water use and increased survivability, buffer shrubs utilized for hedges, and also trees in vehicle use areas and roadway buffers shall be limited to those types listed in low and medium water use zones, as listed in Table 297-A. Plant types shall be of similar water use zone.
- (k) *Existing vegetation.* Preservation of existing stands of natural vegetation and mature trees is a highly desirable aspect of site development and encouraged whenever and wherever existing vegetation will aid in meeting the requirements of this article.
- (1) As noted in the buffer category schedule, undisturbed natural vegetation can serve as an adequate buffer and can eliminate the need for any supplemental vegetation within the buffer areas. All such areas must be adequately protected during site development and construction activity.
 - (2) Mature trees are valuable community assets and should be saved whenever possible. If existing trees (hardwoods or pines) at least eight inches in diameter (measured four feet

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BUFFER STANDARDS

above the ground) are used in the buffer or landscaped area, each tree will count double toward meeting the buffer tree requirement.

- (1) *Protection.* All required buffer areas, particularly those including trees and shrubs, should be protected from potential damage by adjacent uses and development, including parking and storage areas. A tree protection device shall be installed at the dripline of the tree canopy to protect the tree and root zone.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-305. – Timing of buffer installation

Required buffers shall be installed in accordance with the following schedule:

- (1) New development, redevelopment, or expansions: Dimensions, category and option of buffer installation shall be submitted to the building and zoning department prior to the issuance of a certificate of occupancy.
- (2) Change in land use or zoning: site plans submitted with the future land use amendment, rezoning, or conditional use application shall depict the location, dimensions, category, and option of required buffers and buffer installation and shall be submitted to the building and zoning department as part of the application submittal for the requested change in land use or zoning. No change in land use or zoning may be heard by the planning board without the submittal of site plans addressing required buffers as provided in this article.
- (3) Where a buffer includes new plantings, a property owner or developer may submit an affidavit requesting a postponement in planting to allow for installation to occur at a time which better coincides with the normal planting season, generally between November 1 and March 30 of each year.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-306. – Exceptions and modifications.

- (a) Central business district. Because of the unique urban character of the central business district (CBD), the buffering requirements of this article shall not apply to properties located within the CBD zoned DB (downtown business) or DR (downtown riverfront). However, properties in the CBD shall be subject to the vehicle use area buffer and "required screening" portions of this article.
- (b) All other development including all city- and government-owned property, school district property, etc. shall comply.
- (c) Modifications to the standards of this article may be granted in writing within ten working days by the zoning administrator if any of the following circumstances exist on the proposed building site, or adjacent properties:
 - (1) Natural land characteristics, such as topography or existing vegetation on the proposed building site, would achieve the same intent of this article.
 - (2) Innovative buffering or architectural design is employed on the building site to achieve an equivalent screening or buffering effect.

The developer shall submit sufficient documentation in support of the request for modification to the zoning administrator a minimum of 60 days in advance of requesting issuance of a site development permit.

(Ord. No. 05-33, § I, 6-23-2005)

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BUFFER STANDARDS

- (d) *Mitigation.* Where circumstances pertaining to physical characteristics of a property make it impractical to meet buffer requirements the developer may submit a mitigation plan for tree committee approval that transfers required plantings to nearby public right-of-way, parkland, or strategically visible private property. Off-site planting shall provide a public benefit in the form of shaded sidewalks or streets and visual appeal.

Sec. 94-307. – Required screening

Trash areas, dumpsters and outdoor storage areas visible from any public street or from residential uses and zones shall be screened with plants, opaque fencing, or masonry walls on three sides in such a manner as to provide a minimum of six feet, but no more than eight feet, of vertical visual obstruction. This section shall not apply to parcels zoned R-1AA, R-1A, R-1, and R-2.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-308. - Variances

The tree advisory committee may hear requests for variances from provisions of this article in accordance with the procedures set forth in division 2 of article II of chapter 94.

(Ord. No. 05-33, § I, 6-23-2005)

Sec. 94-309. – Administration and enforcement

- (a) *Administration.* In projects involving issuance of a building permit or certificate of occupancy, the planning director shall receive an affidavit executed by the property owner or developer acknowledging the completion of, or commitment of completing by a certain date, the buffer installation prior to issuance of the certificate of occupancy.

In instances where the buffer installation has not taken place prior to issuance of the certificate of occupancy, then a performance bond or other acceptable surety in an amount equal to 110 percent of the value of the buffer, as determined by the planning director, and its installation shall be posted with the building and zoning department. This performance bond or other acceptable surety shall remain in full effect until the required improvements are installed, inspected, and approved for release by the zoning administrator or his designee.

- (b) *Appeals.* The tree advisory committee may approve requests for appeals of this chapter with findings that exceptions or alternative methods meet or exceed the intent of the specific regulation and the overall tree and landscape ordinance.

- (c) *Enforcement.* It shall be unlawful for any person to violate or fail to comply with any provision of this article. Violators shall be subject to the penalties as set forth herein. A violation of this article shall constitute a Class II offense as listed in the city's uniform fine schedule, with multiple violations carrying a fine not to exceed \$500.00. Additionally, provisions of this article may be enforced by the code enforcement board following the procedures listed in article V of chapter 2 of the Municipal Code.

(Ord. No. 05-33, § I, 6-23-2005)

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BUFFER STANDARDS

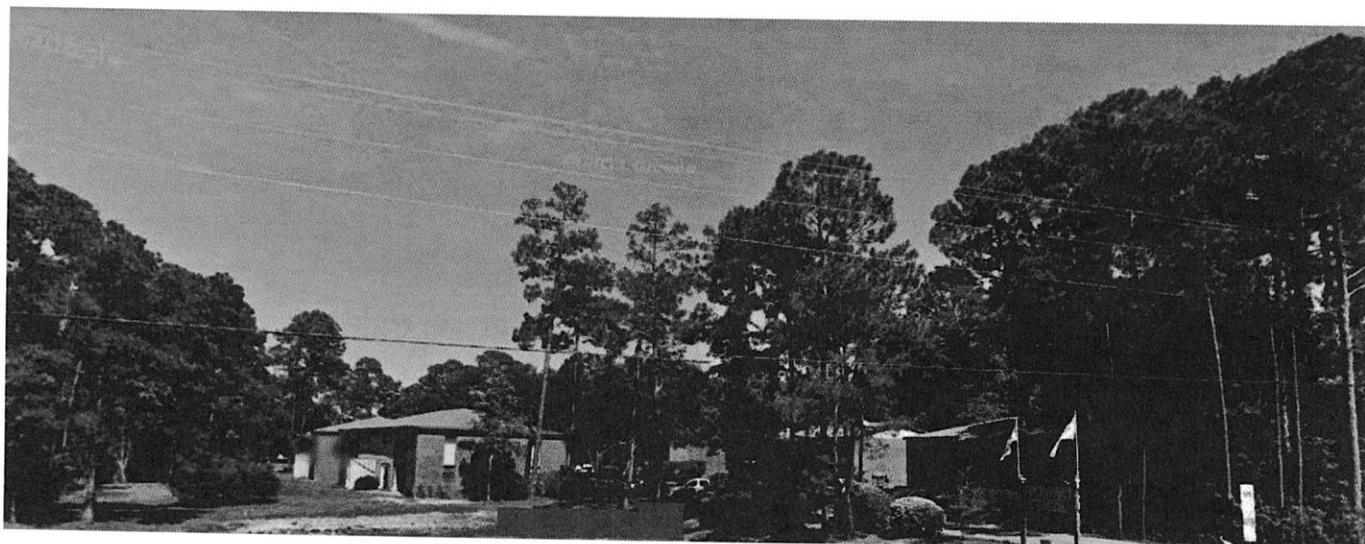
Sec. 94-310. – Severability and conflict.

- (a) *Severability.* This article, and its various parts, are hereby declared to severable. If any section, clause, provision, or portion of this article is declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this article as a whole. All parts not declared invalid or unconstitutional shall remain in full force and effect.
- (b) *Conflict.* If any part of this article is found to be in conflict with any other ordinance or any other part of this article or chapter, the most restrictive or highest standard shall prevail. If any part of this article is explicitly prohibited by federal or state statute, it shall not be enforced.

(Ord. No. 05-33, § I, 6-23-2005)

TREE PRESERVATION & PLANTING SCHEMATICS

BARRINGTON APTS., PALATKA: 34% SHADE COVERAGE



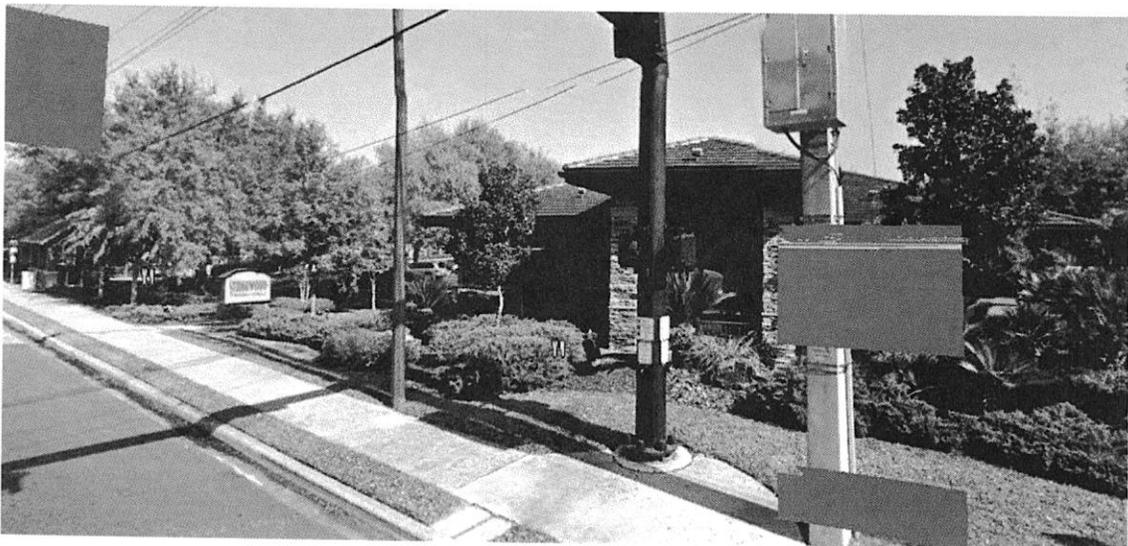
PORT ORANGE RETAIL (DUNLAWTON & NOVA RD): 44% SHADE COVERAGE-
EMPHASIS ON STREETYARD



PORT ORANGE RETAIL DUNLAWTON (ABOVE) & NOVA RD (BELOW)



GAINESVILLE – GATOR'S DOCKSIDE (LEFT) & REGAL CINEMAS (RIGHT)



COMPARISON - PALATKA MALL & HOME DEPOT (ABOVE), NORTH MONROE ST. – TALLHASSEE (BELOW)



BENEFITS OF TREES

BENEFITS OF TREES

Forest Service & National Institute of Standards study in Portland, OR – trees on or near a property increased sales value by up to \$7,000

City of Milwaukee, with only a 16% canopy cover, calculated this reduced stormwater flow 22% and saved \$15.4 million in city taxes not having to build additional stormwater ponds

Trees combat the greenhouse effect

Trees absorb CO₂, removing and storing the carbon while releasing the oxygen back into the air. In one year, an acre of mature trees absorbs the amount of CO₂ produced when you drive your car 26,000 miles.

Trees clean the air

Trees absorb odors and pollutant gases (nitrogen oxides, ammonia, sulfur dioxide and ozone) and filter particulates out of the air by trapping them on their leaves and bark.

Trees provide oxygen

In one year an acre of mature trees can provide enough oxygen for 18 people.

Trees cool the streets and the city

Average temperatures in Los Angeles have risen 6°F in the last 50 years as tree coverage has declined and the number of heat-absorbing roads and buildings has increased.

Trees cool the city by up to 10°F, by shading our homes and streets, breaking up urban “heat islands” and releasing water vapor into the air through their leaves.

Trees conserve energy

Three trees placed strategically around buildings can cut air conditioning needs by 30 percent (USDA Forest Service).

Trees save water

Shade from trees slows water evaporation from thirsty lawns. Most newly planted trees need only fifteen gallons of water a week. As trees transpire, they increase atmospheric moisture.

Trees help prevent water pollution

Trees reduce runoff by breaking rainfall thus allowing the water to flow down the trunk and into the earth below the tree. This prevents stormwater from carrying pollutants to waterbodies. When mulched, trees act like a sponge that filters this water naturally and uses it to recharge groundwater supplies.

Trees shield children from ultra-violet rays

Skin cancer is the most common form of cancer in the United States. Trees reduce UV-B exposure by about 50 percent, thus providing protection to children on school campuses and playgrounds - where children spend hours outdoors.

BENEFITS OF TREES

Trees heal

Studies have shown that patients with views of trees out their windows heal faster and with less complications. Children with ADHD show fewer symptoms when they have access to nature. Exposure to trees and nature aids concentration by reducing mental fatigue.

Trees reduce violence

Neighborhoods and homes that are barren have shown to have a greater incidence of violence in and out of the home than their greener counterparts. Tree-filled neighborhoods have lower levels of domestic violence, are safer and more sociable, reduce stress, and decrease need for medication & speed recovery times (American Association for the Advancement of Science).

Trees add unity

Trees as landmarks can give a neighborhood a new identity and encourage civic pride.

Trees provide a canopy and habitat for wildlife

Sycamore and oak are among the many urban species that provide excellent urban homes for birds, bees, possums and squirrels.

Trees block things

Trees can mask concrete walls or parking lots, and unsightly views. They muffle sound from nearby streets and freeways, and create an eye-soothing canopy of green. Trees absorb dust and wind and reduce glare.

Trees increase property values

The beauty of a well-planted property and its surrounding street and neighborhood can raise property values by as much as 15 percent. Ypsilanti MI – 3% property value increase for each tree added.

Trees increase business traffic

Studies show that the more trees and landscaping a business district has, the more business will flow in. A tree-lined street will also slow traffic – enough to allow the drivers to look at the store fronts instead of whizzing by.

Commercial areas with trees – more frequent shopping, longer shopping trips, shoppers spend 12% more for goods (2004 study by Center for Urban Forest Research, published in Journal of Forestry).

Place perception ratings for business areas

Perception category	No trees	With trees
Amenity and comfort	3.8	5.8
Merchant interaction	4.4	4.0

1=strongly disagree 2=neutral 7=strongly agree

BENEFITS OF TREES

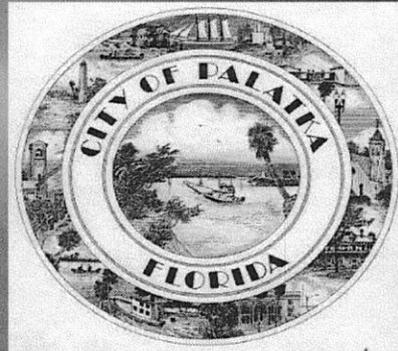
Products pricing summary

Product category	No trees	With trees
Convenience	\$5.93	\$7.48
Shopping	\$69.42	\$92.22
Specialty	\$63.96	\$74.32

20% shade improves pavement condition by 11%, 60% savings for resurfacing in 30 years (Center for Urban Forest Research). "This study found a correlation between tree shade and better pavement performance. It also demonstrated the economic benefits of increased pavement durability and reduced maintenance costs associated with increased tree shade." (Journal of Arboriculture, November, 2005.)

30-year Repair Costs (Modesto, CA)

Pavement Scenario	Total Repair Costs
Unshaded	\$4,971
Crape Myrtle shade	\$4,142
Hackberry shade	\$2,071



PLANNING BOARD MEETING SEPTEMBER 3, 2013



Case 13-12 LANDSCAPE & TREE PROTECTION CODE Zoning Code Change

- CURRENT STANDARDS EXEMPT SINGLE & TWO-FAMILY FROM TREE PRESERVATION
- BUFFERING STANDARDS PRESENT 7 SEPARATE TABLES WITH VARYING AND HAPHAZARD REQUIREMENTS



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- WASTED BUFFERING ALONG PROPERTY LINES BETWEEN LIKE USES/ZONING
- VERY LITTLE LANDSCAPING REQUIRED ALONG COMMERCIAL CORRIDORS
- WAY TOO MANY SHRUBS REQUIRED



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- PRUNING STANDARDS FOR PARKING LOT & BUFFER TREES NOT CLEARLY STATED
- NO XERISCAPING REQUIRED
- REQUIRED PLANTINGS/BUFFERS BURDENSOME TO EXISTING USES
- MINIMAL PARKING LOT LANDSCAPE STANDARDS



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

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Case 13-12

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Studies show that the more trees and landscaping a business district has, the more business will flow in. A tree-lined street will also slow traffic - enough to allow the drivers to look at the store fronts instead of whizzing by.



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- CITY IN NEED OF TREE/LANDSCAPE CODE THAT STRATEGICALLY ACCOMPLISHES GOALS OF URBAN CANOPY RESTORATION AND BUFFERING/SCREENING OF UNCOMPLIMENTARY USES, WHILE MAXIMIZING LIMITED RESOURCES



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

BARRINGTON APTS., PALATKA: 34% SHADE COVERAGE



 **Case 13-12**
LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

PORT ORANGE RETAIL (DUNLAWTON & NOVA RD): 44% SHADE COVERAGE-
EMPHASIS ON STREETYARD



 **Case 13-12**
LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change





Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

GAINESVILLE – GATOR'S DOCKSIDE (LEFT) & REGAL CINEMAS (RIGHT)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change





Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

COMPARISON - PALATKA MALL & HOME DEPOT (ABOVE), NORTH MONROE ST. - TALLAHASSEE (BELOW)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- VARIOUS HOUSEKEEPING CHANGES
- ELIMINATE TREE PROTECTION EXEMPTION FOR RECREATION & AREAS W/IN 10 FEET OF BUILDING (MITIGATION SHOULD LOOK AT LOSS OF CANOPY WITHOUT EXCLUSIONS)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- PLANT LIST INCLUDING SUITABILITY FOR PARKING LOTS, STREETS, BUFFERS, AND WATER ZONE USE



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

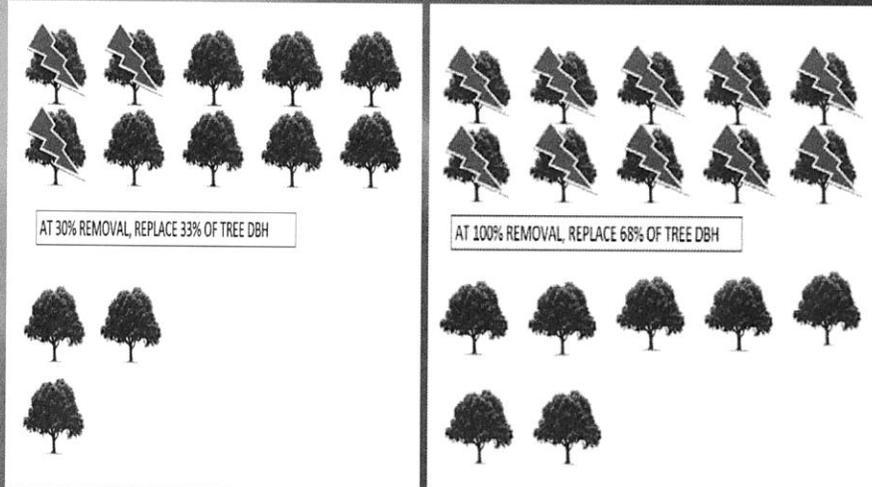
- SLIDING SCALE FOR TREE MITIGATION - BEGINS AT 33% DBH REPLACEMENT AT 30% REMOVAL, AND GOES UP TO 68% REPLACEMENT AT 100% REMOVAL (CURRENTLY "BRIGHT LINE" - 33% MITIGATION AT 50% REMOVAL, 66% MITIGATION AT 51%)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change





Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- PROHIBIT MESH TAPE/FENCE FOR TREE PRESERVATION BARRICADE



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- PROVIDE PRUNING STANDARDS TO ENSURE HEALTH & SURVIVAL OF REQUIRED PARKING LOT & BUFFER TREES)





Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- REDUCTION NEW CANOPY TREE HEIGHT FROM 10 TO 8 FEET IN
- INCREASE OPEN SPACE PERCENTAGE FROM 25 TO 50 SF PER 500 SF OF PAVED AREA (EQUATES TO REQUIRED LANDSCAPE ISLANDS)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- INCREASE LANDSCAPE ISLAND SIZE FROM 100 TO 160 SF TO PROVIDE FOR BETTER TREE HEALTH
- ALLOW FOR EXISTING TREES TO SUBSTITUTE FOR NEW PARKING LOT SHADE TREES WHEN INTENT IS MET (NEW TREES MUST BE PLANTED WHEN OLD ONES DIE)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- CLARIFY THAT A SHADE TREE IS REQUIRED IN EACH LANDSCAPE ISLAND (UNLESS EXISTING TREES SERVE PURPOSE)
- XERISCAPING STANDARDS – PARKING LOT TREES MUST BE LOW OR MEDIUM WATER USE ZONE



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- REDUCTION OF UNBROKEN PARKING SPACES FROM 12 TO 10
- ABILITY TO TRANSFER LANDSCAPING FROM CAR SALES STORAGE OR OTHER SIMILAR AREAS TO OTHER PARTS OF THE SITE
- PLANTING OF STORMWATER AREAS AND INTEGRATION OF SUCH AREAS INTO OPEN SPACE SYSTEM



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- TERMINAL ISLANDS REQUIRED ON PARKING ROWS
- CONSOLIDATION/CLARIFICATION OF VISION TRIANGLE RULES
- NON-NATIVE PLANTS ALLOWED BY TREE COMMITTEE ON CASE-BY-CASE BASIS



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- PROPORTIONAL & INCREMENTAL COMPLIANCE WITH PARKING LOT AND BUFFER LANDSCAPING FOR EXISTING NON-COMPLIANT PROPERTIES TRIGGERED BY CONDITIONAL USE, EXPANSION, AND CHANGE OF USE



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- CONDITIONAL USES WITH NO PARKING LOT OR BUILDING EXPANSIONS – MEET STANDARD OF ONE STREETYARD TREE PER 4000 SF OF PARKING LOT AREA
- THE GREATER OF ONE TREE OR 25% OF REQUIRED TREES AND UNCOMPLIMENTARY USE BUFFER



Case 13-12

LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- EXISTING EXPANDING USES – GREATER OF PARKING LOT OR BUILDING AREA EXPANSION PERCENTAGE APPLIED TO LINEAR BUFFER AND REQUIRED PLANTINGS (30% BUILDING EXPANSION REQUIRES 30% OF LINEAR BUFFER & PLANTINGS)



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- CHANGE OF USE - IF A SIX MONTH PERIOD EXPIRES WITHOUT AN OPERATIONAL BUSINESS, NEW BUSINESS SHALL MEET CONDITIONAL USE AND/OR EXPANSION UPGRADES



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- MULTI-TENANT SHOPPING CENTER
- EACH BUSINESS PROPORTIONALLY RESPONSIBLE BASED ON THEIR SQUARE FOOTAGE



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- BUFFER TREE SPACING CAN BE AVERAGED FOR STRATEGIC SHADING OR AESTHETICS



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- BUFFER TYPES: DEFAULT BUFFER, VEHICULAR USE AREA BUFFER, ROADWAY BUFFER, STREETYARD, & UNCOMPLIMENTARY USE BUFFER



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- DEFAULT BUFFER - 8' WIDE, ONE-THIRD LINEAR GREEN SPACE, CANOPY TREES SPACED MINIMUM 50' APART
- VEHICULAR USE BUFFER - CONTINUOUS HEDGE & GREEN SPACE, CANOPY TREES SPACED MINIMUM 35' APART
- ROADWAY BUFFER - SAME WITHOUT HEDGE
- STREETYARD - 15% LANDSCAPE AREA

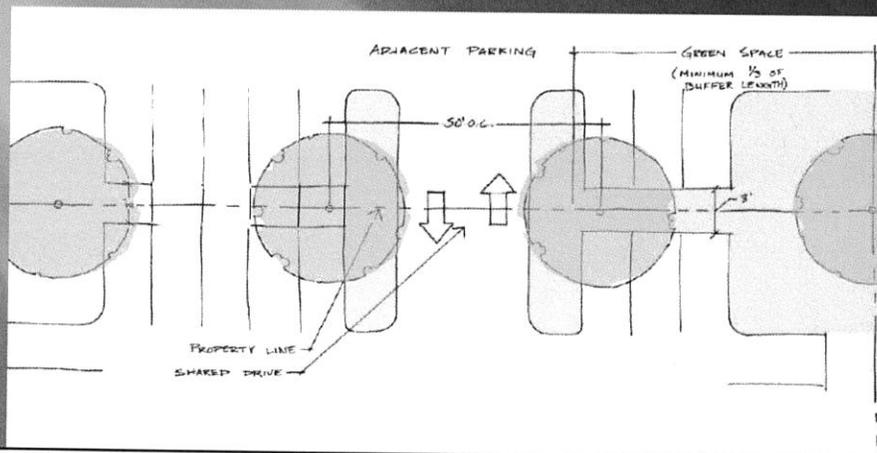


Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

DEFAULT BUFFER



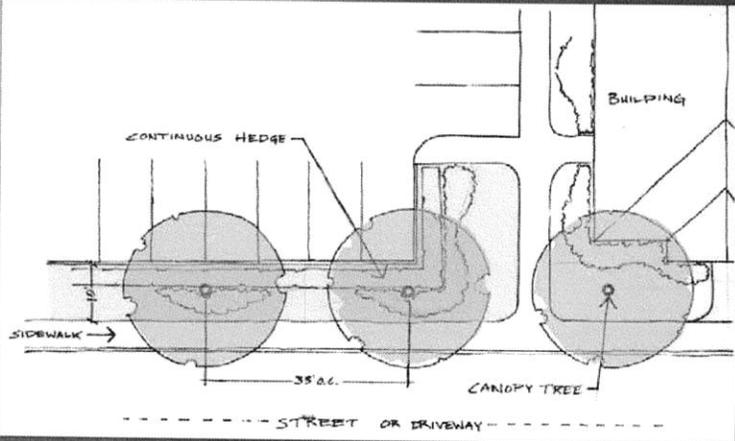


Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

ROADWAY/VEHICULAR USE BUFFER



The diagram illustrates a cross-section of a roadway/vehicular use buffer. On the left, a sidewalk is shown with an arrow pointing right. A continuous hedge, represented by vertical lines, runs along the sidewalk. To the right of the hedge are three large, shaded circular areas representing canopy trees. A dimension line below the trees indicates a width of 35.00. To the right of the trees is a building. A dashed line at the bottom is labeled "STREET OR DRIVEWAY".



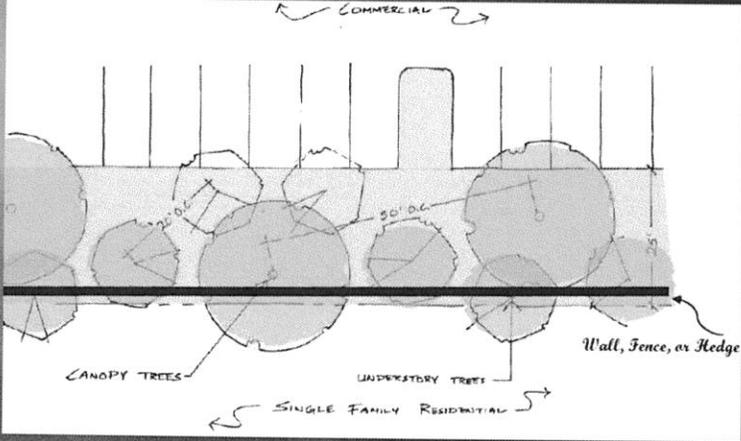
Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- UNCOMPLIMENTARY USE BUFFER – EITHER 6' TALL HEDGE, WALL, OR FENCE; CANOPY & UNDERSTORY TREES, CONTINUOUS GREEN SPACE

 **Case 13-12**
LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change
UNCOMPLIMENTARY USE BUFFER



 **Case 13-12**
LANDSCAPE & TREE PROTECTION CODE
Zoning Code Change

- STREETYARD - 15% OF AREA BETWEEN FRONT RIGHT-OF-WAY PROPERTY LINE AND FRONT WALL OF BUILDING LANDSCAPE AREA



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

STREETYARD

PORT ORANGE RETAIL DUNLAWTON (ABOVE) & NOVA RD (BELOW)




Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

High Impact Uses or Zoning	Low Impact Uses or Zoning		
	Conservation and Passive Recreation	Residential - (Single and Two)	Residential - (Multifamily)
Residential - (Multifamily)	15/50/25	25/50/25	N/A
Cultural/Institutional Office/Professional Services	15/50/25	15/50/25	10/60/40
Neighborhood Commercial	15/50/25	20/50/25	10/60/40
Active Recreation	20/35/0	20/40/40	15/50/0
General Commercial	20/50/20	25/50/20	20/60/30
Intensive Commercial / Industrial / Utility Plant Sites	25/50/20	35/50/20	25/50/25



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- "DOUBLE-COUNTING" OF BUFFERS ALLOWED
- IF SITE DOESN'T ALLOW FOR LANDSCAPING, OFF-SITE MITIGATION ALLOWED ON NEARBY PUBLIC RIGHTS-OF-WAY



Case 13-12

LANDSCAPE & TREE PROTECTION CODE

Zoning Code Change

- TREE COMMITTEE TO HEAR APPEALS OR ALTERNATIVE METHODS OF MEETING ORDINANCE INTENT

Agenda Item

9



CITY COMMISSION AGENDA ITEM

SUBJECT:

*a. Presentation Showing Proposed Layout for Blue Crab Festival - Charles Rudd

SUMMARY:

Presentation showing Proposed Layout for Blue Crab Festival

RECOMMENDED ACTION:

Presentation

ATTACHMENTS:

Description	Type
Map - Blue Crab Festival	Exhibit



VENDORS

VENDORS

VENDORS

VENDORS

VENDORS

FOOD VENDORS

BEER TENT
ENTERTAINMENT TENT

Hwy 100

N 1st St

N 2nd St

N 3rd St

3rd St

4th St

Hotel St

River St

St John's Ave

Lemon St

McLellan St

Laurel St