

KARL N. FLAGG  
MAYOR - COMMISSIONER

MARY LAWSON BROWN  
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS  
COMMISSIONER

VERNON MYERS  
COMMISSIONER

JAMES NORWOOD, JR.  
COMMISSIONER



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

BETSY JORDAN DRIGGERS  
CITY CLERK

MATTHEW D. REYNOLDS  
FINANCE DIRECTOR

GARY S. GETCHELL  
CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT.

DONALD E. HOLMES  
CITY ATTORNEY

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

## AGENDA CITY OF PALATKA October 22, 2009

### CALL TO ORDER:

- a. **SEE SPECIAL AGENDA – STUDENTS IN GOVERNMENT**
- b. Roll Call

### APPROVAL OF MINUTES – 10-8-09

### 1. PUBLIC RECOGNITION

- a. **PROCLAMATION** – City Government Week – October 18 – 24, 2009
- b. **PROCLAMATION** – Make A Difference Day – October 24, 2009
- c. **CITY OF PALATKA VETERANS OF ARMED FORCES PERSONNEL RECOGNITION**
- d. **STUDENT OF THE MONTH – September, 2009** – Mayor Flagg & Vice Mayor Brown

Kalin Reynolds	Beasley Middle School
Anthony Kemp	Browning Pearce Elementary School
Evan Guy	Children's Reading Center Charter School
Jesse Carter	E.H. Miller School
Erika Altman	James A. Long Elementary School (October Honoree)
Ty'Kierria Session	James A. Long Elementary School (September Honoree)
Madeline Kennedy	Jenkins Middle School
Mit Bedenbaugh	Kelley Smith Elementary School
Ian Watt	Mellon Elementary School
Jalisa Dupont	Moseley Elementary School (October Honoree)
Cheyenne Wheatley	Moseley Elementary School (September Honoree)
Jordan Brown	Palatka High School
Wesley MacCuish	Peniel Baptist Academy (October Honoree)
Dylan Jackson	Peniel Baptist Academy (September Honoree)

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

### 3. CONSENT AGENDA:

- \*a. **Award bid to Curt's Construction Inc. in the amount of \$428,815.50** and authorize execution of contract document for the WWTP Reuse Extension Project Phase IV Construction, per Engineer's recommendation and results of RFP
- \*b. **Authorize renewal of the following Nominal Leases** for three-year terms beginning January 1, 2009:
  1. **Palatka Duplicate Bridge Club Lease** on a portion of the Cooper Building
  2. **Keep Putnam Beautiful Lease** on office space at 205 N. 2<sup>nd</sup> Street (City Hall Annex)
  3. **Palatka Art League Lease** on the Tilghman House
- \*c. **Award Bid to Anglin Construction Co. in the amount of \$37,300.00** (base bid only) for the Larimer Arts Center Handicapped Access Project Construction, per results of RFP and Project Architect's recommendation

**AGENDA - CITY OF PALATKA**  
**October 22, 2009**  
**Page 2**

- \* 4. **REQUEST to Issue Permission** to exceed noise levels established by Chapter 30, Palatka Code of Ordinances to John Lyon, owner, Steamboat Willies, for the following dates:  
October 30, November 13, November 27, November 28, December 25, December 31, 2009
- \* 5. **PUBLIC HEARING - ORDINANCE** - Planning Board Case #PB 08-29 - Request to close N. 16<sup>th</sup> Street between St. Johns Avenue and Reid Street - St. Johns Automotive Real Estate, LLC; Juli Holmes, Agent; 1<sup>st</sup> Reading – Planning Board Recommendation to Deny
- \* 6. **ORDINANCE** amending the Municipal Code to amend the Palatka General Employees Retirement Plan Investment Policy – 2<sup>nd</sup> Reading
- 7. **ADMINISTRATIVE REPORTS**
- 8. **COMMISSIONER COMMENTS**
- 9. **ADJOURN**

\*Attachment \*\*Separate Cover

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

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

**Upcoming Events:**

October 31, 2009 – Trick or Treat Observance – 6:00 to 8:00 p.m.  
November 11, 2009 – City offices closed in observance of Veteran's Day  
November 19 – 20, 2009 – FLC Annual Legislative Conference, Orlando, FL  
November 26 & 27, 2009 – City Offices closed in observance of Thanksgiving  
December 24 & 25, 2009 – City offices closed in observance of Christmas Holiday

**BOARD OPENINGS:**

Code Enforcement Board: 1 alternate (at large)  
Housing Authority Board: 1 Resident Representative  
Tree Committee: 1 Vacancy (at large)

# CITY OF PALATKA



## Proclamation

**Whereas**, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

**Whereas**, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**Whereas**, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**Whereas**, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

**Whereas**, during Florida City Government Week, the City of Palatka has joined with the Florida League of Cities and its member cities to teach students and other citizens about municipal government through a variety of different projects and information; and

**Whereas**, Florida City Government Week offers an important opportunity to spread the word to all citizens of Florida that through their civic involvement they can shape and influence this branch of government which is closest to the people.

**NOW, THEREFORE, BE IT PROCLAIMED** by the City Commission of the City of Palatka, Florida as follows:

**Section 1.** That the City of Palatka does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

**Section 2.** That the City of Palatka does encourage educational partnerships between city government and schools.

**Section 3.** That the City of Palatka does support and encourage all city governments to actively promote and sponsor "Florida City Government Week, October 18 – 24, 2009."

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

**CITY OF PALATKA**

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

**ATTEST:**

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

# CITY OF PALATKA



## Proclamation

**WHEREAS**, serious social problems concern our nation and threaten its future, connecting with others and working together through volunteer service can bridge the differences that separate people and help solve serious social problems. The American people, have a tradition of philanthropy and volunteerism; and

**WHEREAS**, millions of self-sacrificing individuals have touched and enhanced the lives of millions on the tenth Make A Difference Day of doing good by giving where there was a need, rebuilding what had been torn down, teaching where there was a desire to learn and inspiring those who had lost hope; and

**WHEREAS**, the Weed and Seed Neighborhood Revitalization Committee and Keep Putnam Beautiful, in cooperation with USA WEEKEND Magazine and its affiliate newspapers, The Points of Light Foundation and its affiliate volunteer centers have joined to promote an annual national day of doing good that celebrates and strengthens the spirit of volunteer service; and

**WHEREAS**, volunteer service is an investment in the future we all must share; and

**WHEREAS**, Volunteer Putnam is the City of Palatka and Putnam County "Points of Light" affiliate and the organization that promotes and facilitates volunteer service in our community.

**NOW, THEREFORE, I, Karl Flagg, Mayor of the city of Palatka, do hereby proclaim October 24, 2009, as**

### **MAKE A DIFFERENCE DAY**

in the City of Palatka, Florida and urge my fellow citizens to observe this day by connecting with friends, fellow employees and relatives and with religious, school and civic groups to engage in projects benefiting our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 22<sup>nd</sup> day of October, in the Year of Our Lord Two Thousand Nine.

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

**PALATKA CITY COMMISSION**

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**By: Karl N. Flagg, MAYOR**

*Agenda  
Item*

*3a*

October 16, 2009

Mr. Elwin C. "Woody" Boynton, PE  
City Manager  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

Re: City of Palatka  
Reuse System Extension – Phase IV  
Ayes Associates Project No. 30-1602.03

Subject: Recommendation for Contract Award

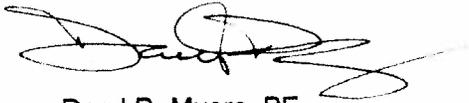
Dear Mr. Boynton:

Ayres Associates has reviewed the bids for the referenced project. There were a total of twenty three responsive bidders on this project. We recommend award of this contract for the Base Bid plus Alternate A for a total amount of \$428,815.50 to Curt's Construction, Inc., as they were the lowest responsive bidder. As part of our review process Ayres Associates contacted the references for the three lowest responsive bidders to verify that their demonstrated ability would be acceptable to the City of Palatka.

Please feel free to contact me should you have any questions regarding review of the bids.

Sincerely,

Ayres Associates Inc



Daryl R. Myers, PE  
Project Leader I

Enclosure

cc: File

## INVITATION TO BID

Notice is hereby given that the City of Palatka, Florida, will receive sealed bids at the office of the City Clerk, City Hall, City of Palatka, 201 North 2<sup>nd</sup> Street, Palatka, FL 32177 until 3:00 p.m. (local time) on October 15, 2009 for the following: Reuse System Extension – Phase IV. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment and services, including labor, for the Work, which generally involves: Installation of approximately 3,100 linear feet of 12 inch reuse water main, 6,910 linear feet of 8 inch reuse water main, 5,860 feet of 6 inch water main, and 900 feet of 4 inch reuse water main including related appurtenances. All work shall be in accordance with the construction drawings, specifications, and contract documents. Any Bids received after the specified time and date will not be considered. A non mandatory pre-bid conference has been scheduled for Tuesday October 6, 2009 at 10:00 a.m. The conference will be held at City Hall, 201 North 2<sup>nd</sup> Street, Palatka, FL 32177. Bidding documents may be examined at Ayres Associates Inc, 5220 Shad Road, Suite 200-3, Jacksonville, FL 32257 (904) 260-6288. Copies of the documents may be obtained at Engineer's office for \$60.00 dollars per set, which constitutes the cost of reproduction and handling. Checks shall be payable to Ayres Associates Inc. Payment is non-refundable. The City of Palatka is an Equal Opportunity Employer and reserves the right to reject any or all bids

City of Palatka  
Bid Opening

Date October 15, 2009

Job Title Reuse System Extension - Phase IV

Opened by: Betsy Diggess, City Clerk

Dept./Engineer Ayres Associates, Inc.

Read by: \_\_\_\_\_

Bidder name	Acknowledge Addendums?	Base Bid Amount	Alternate A	Bid Bond Pub. Entity etc.
1. A.J. Johns, Inc. Jacksonville, FL	✓	\$ 513,502.05	\$ 30,051.25	✓
2. Callaway Contracting, Inc. Jacksonville FL	✓	\$ 580,341.88	\$ 18,611.46	✓
3. Commercial Industrial Corp. Reddick, FL	✓	\$ 572,779.24	\$ 18,088.00	✓
4. Croft Contracting Inc. Inverness, FL	✓	\$ 508,068.83	\$ 18,453.55	✓
5. Curt's Construction, Inc White Springs, FL	✓	\$ 418,318.25	\$ 10,497.25	✓
6. East Coast Civic Construction Green Cove Springs, FL	✓	\$ 496,352.00	\$ 25,750.00	check ✓-BB
7. Grimes Contracting Inc. Orange Park, FL	✓	\$ 482,935.13	\$ 13,346.16	✓

Witnesses:

[Signature]

[Signature]

City of Palatka  
Bid Opening

Date October 15, 2009

Job Title Reuse System Extension - Phase IV

Opened by: Betsy Diggross, City Clerk

Dept./Engineer Ayres Associates, Inc.

Read by: \_\_\_\_\_

Bidder name	Acknowledge Addendums?	Base Bid Amount	Alternate A	Bid Bond Pub. Entity etc.
8. Grimes Utilities, Inc Orange Park, FL	✓	\$ 600,569.35	\$ 15,811.97	✓ ✓
9. Hamlet Construction Co. Ocala, FL	✓	\$ 509,690.15	\$ 15,222.50	✓ ✓
10. Tax Utilities Management, Inc Jacksonville, FL	✓	\$ 487,984.00	\$ 6,505.00	✓ ✓
11. J.B. Coxwell Contracting, Inc Jacksonville, FL	✓	\$ 845,002.68	\$ 21,091.15	✓ ✓
12. John Woody, Inc Jacksonville, FL	✓	\$ 491,961.40	\$ 17,096.20	✓ ✓
13. Kirby Development, Inc. Jacksonville, FL	✓	\$ 695,024.93	\$ 16,475.35	✓ ✓
14. Masci Corporation South Daytona, FL	✓	\$ 566,443.39	\$ 17,757.96	✓ ✓

Witnesses: [Signature]

[Signature]

City of Palatka  
Bid Opening

Date October 15, 2009

Job Title Reuse System Extension - Phase IV

Opened by: Betsy Driggers, City Clerk

Dept./Engineer Ayres Associates, Inc.

Read by: \_\_\_\_\_

Bidder name	Acknowledge Addendums?	Base Bid Amount	Alternate A	Bid Bond Pub. Entity etc.
15. Phillips & Jordan, Inc Zephyrhills, FL	✓	\$628,751.22	\$23,085.95	✓ ✓
16 Pipeline Contractors, Inc Starke, FL	✓	\$507,941.00	\$16,120.00	✓ ✓
17 Progressive Contractors, Inc Daytona Beach, FL	✓	\$585,721.00	\$18,143.75	✓ ✓
18 R.A. Scott Construction Co. Daytona Beach, FL	✓	\$715,635.00	\$24,990.00	✓ ✓
19 R.E.B Contracting, Inc Jacksonville, FL	✓	\$554,485.00	\$16,165.00	✓ ✓
20 T.B Landmark Construction, Inc Jacksonville, FL	✓	\$608,340.69	\$20,345.50	✓ ✓
21 Thompson & Buckles LLC Hollister, FL	✓	\$500,000.00	\$16,402.00	✓ ✓

Witnesses:

[Signature]

[Signature]

City of Palatka  
Bid Opening

Date October 15, 2009

Job Title Reuse System Extension - Phase IV

Opened by: Betsy Driggs, City Clerk

Dept./Engineer Ayres Associates, Inc.

Read by: \_\_\_\_\_

Bidder name	Acknowledge Addendums?	Base Bid Amount	Alternate A	Bid Bond Pub. Entity etc.
22. Vallencourt Construction Co. Inc Orange Park, FL	<input checked="" type="checkbox"/>	\$582,050.53	\$15,371.60	<input checked="" type="checkbox"/>
23. Worth Construction & Dev., Inc Live Oak, FL	<input checked="" type="checkbox"/>	\$469,623.82	\$10,500.00	<input checked="" type="checkbox"/>
24.		\$		
25.		\$		
26.		\$		
27.		\$		
28.		\$		

[Signature]

[Signature]

Witnesses:

SECTION 00 41 15

BID FORM

**PROJECT IDENTIFICATION:** CITY OF PALATKA  
REUSE SYSTEM EXTENSION – PHASE IV

**BID DEADLINE:** OCTOBER 15, 2009 at 3:00 p.m.

**THIS BID IS SUBMITTED TO:** City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>10/12/09</u>
<u>                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly

required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	25,215	25,215
2	Site Preparation	1	LS	7,550	7,550
3	Clearing & Grubbing	0.3	AC	4,060	1,218
4	Maintenance of Traffic	1	LS	6,680	6,680
5	12" Reuse Piping	3065	LF	17.95	55,016.75
6	12" X 6" Reducer	1	EA	290	290
7	12" X 8" Tee	2	EA	520	1,040
8	12" Valve w/ Box & Cover	2	EA	1,620	3,240
9	8" Reuse Piping	4943	LF	10.25	50,665.75
10	8" Valve w/ Box & Cover	6	EA	910	5,460
11	8" 45° Bend	6	EA	255	1,530
12	8" X 6" Reducer	1	EA	235	235
13	8" Directional Drill FPVC C-900 pipe	2145	LF	38.60	82,797
14	6" Reuse Piping	5931	LF	7.25	42,999.75
15	6" x 6" Tee	2	EA	275	550
16	6" 45° Bend	6	EA	175	1,050
17	6" 11 1/4° Bend	1	EA	175	175

18	6" Valve w/ Box & Cover	9	EA	615	5,535
19	6" Cap w/2" Blow off	1	EA	340	340
20	Furnish and Install Box for 6" meter	2	EA	3,400	6,800
21	6" Check Valve	2	EA	2,250	4,500
22	Install 6" Owner supplied meter	2	EA	165	330
23	6" Directional Drill FPVC C-900	150	LF	37.15	5,572.50
24	Reclaimed Water Use Sign	7	EA	160	1,120
25	Asphalt Pavement Removal & Replacement	2625	SY	16.70	43,837.50
26	Seed & Mulch	13060	SY	.35	4,571
27	Airport Irrigation Allowance	1	LS	\$60,000	60,000

TOTAL BID AMOUNT (ITEMS 1-27)

\$ 418,318.25  
(Figures)

Four hundred eighteen thousand three hundred eighteen dollars and twenty five cents  
(Use Words)

ALTERNATE BID "A"					
Item No.	Description	Quantity	Unit	Unit Price	Amount
1	4" Reuse Piping	525	LF	8.25	4,331.25
2	4" 45° Bend	5	EA	140	700
3	4" Check Valve	2	EA	815	1,630
4	Install 4" owner supplied meter	1	EA	1166	1166
5	Furnish & Install Box for 4" meter	1	EA	3,145	3,145
6	Asphalt Pavement Removal & Replacement	8	SY	35	280
7	Connection to Existing Irrigation System	1	EA	245	245

TOTAL ALTERNATE BID "A" AMOUNT (ITEMS 1-7)

\$ 10,497.25  
(Figures)

Ten thousand four hundred ninety seven dollars and twenty five cents  
(Use Words)

At the option of the Owner, if Alternate Bid "A" is below the overall project budget, Owner may award the contract either entirely on the Base Bid or the Base Bid and Alternate "A" added to the project. Owner also reserves the right to award the project based on selected work items of the Base Bid or Alternate Bid.

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment of all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General

Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 180 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check or Bid Bond
- B. Tabulation of Subcontractors & Suppliers
- C. Bidder's Qualification Statement
- D. Florida Trench Safety Act Certification
- E. Public Entity Crimes Statement
- F. Statement of Disputes, Litigation & Surety Completion
- G. Noncollusion Affidavit
- H. Drug-Free Workplace Certificate

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on October 15, 2009.

State Contractor License No. CBC1510346

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's Signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

A Corporation

Corporation Name: Curt's Construction, Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): General

By: Curtis Haynes  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Curtis Haynes

Title: President (CORPORATE SEAL)

Attest: Dana Haynes  
(Signature of Corporate Secretary)

Business address: 519 NW Crawford Ct.

White Springs, FL 32096

Phone No.: 386-758-1935 Fax No.: 386-755-7422

Date of Qualification to do business is 11-98

A Joint Venture

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

Ph: 386-758-1935                      519 NW Crawford Ct.  
Fax: 386-755-7422                      White Springs, FL 32096

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in a manner indicated above.)

TABULATION OF SUBCONTRACTORS & SUPPLIERS

The undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each, and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

<u>SUBCONTRACTOR OR SUPPLIER AND ADDRESS</u>	<u>CLASS OF WORK OR MATERIAL</u>
1. <u>HD Waterworks</u> <u>546 S. Appleyard Dr. Tallahassee</u>	<u>Pipe</u>
2. <u>Anderson Columbia</u> <u>Po Box 1829, Lake City</u>	<u>Paving</u>
3. <u>Bore Hawk</u> <u>4269 NW 44<sup>th</sup> Ave. Ocala</u>	<u>Directional Drill</u>
4. <u>Suwannee Valley Grassing</u> <u>Po Box 2084, Lake City</u>	<u>Seed &amp; mulch</u>
5. <u>Cal-Tech Testing</u> <u>Po Box 1625, Lake City</u>	<u>Geotechnical</u>
6. <u>Daniel &amp; Gore</u> <u>Po Box 1501 Lake City</u>	<u>Layout &amp; Asbuilts</u>
7. _____ _____	_____

BIDDER: Curt's Construction, Inc.

By: Curtis Haynes

Name: Curtis Haynes

Title: President

Date: 10-15-09

STATEMENT OF BIDDER'S QUALIFICATIONS

To: City of Palatka Project: Reuse System Extension  
Date: 10-15-09 Phase IV

The following experience record, as of date shown, shall be submitted to the Owner with the Bid Form. All questions shall be answered fully. Bidders who have qualified to bid on other projects for this Owner within the last 12 months need not resubmit this form unless specifically requested by the Owner. The contents of this form will be considered confidential to the extent allowed by applicable laws and regulations.

Name of Bidder: Curt's Construction, Inc.

Business Address: 519 NW Crawford Ct.  
White Springs Street FL 32096  
City State Zip Code

- Number of years in business as a Contractor under the present:  
Business Name Curt's Construction, Inc.  
As Principal Contractor 7yrs As a Sub-Contractor \_\_\_\_\_
- Class of work you are equipped to perform: Site Work, Site Utilities, Storm Drain, Curb, gutters
- Class of work you usually sublet: Paving, Grassing, Jack N Bore, Signalization
- Have any members of your concern ever operated under any other business name?  
Yes. If so, give details: Curt's Construction + Hauling
- Have you ever failed to qualify as a responsible bidder? NO If so, give details:  
\_\_\_\_\_  
\_\_\_\_\_
- Have you ever refused to enter into a contract after the award is made to you?  
NO. If so, give details: \_\_\_\_\_  
\_\_\_\_\_
- Have you ever failed to complete any work? NO. If so, give details:  
\_\_\_\_\_  
\_\_\_\_\_
- Has any surety or financial institution ever experienced loss on your concern?  
NO. If so, give details: \_\_\_\_\_  
\_\_\_\_\_

9. Give name and address of Owner, type of work, and the contract amount of at least three projects completed in the last three years:

	(1)	(2)	(3)
Name:	Dept. of Corrections	Ordner Construction	School Bd. of Alachua
Address:	2601 Blair Stone Rd. Tallahassee, FL 32399	1600 Executive Dr. S. Duluth, GA 30096	3700 NE 53rd Ave. Gainesville, FL 32609
Type of Work:	Site Work & Utilities	Site Work & Utilities	Utilities, Retention Pond Fire Hydrants, Sidewalk
Contract Amt:	\$ 2,228,639	\$ 3,267,632	\$ 1,031,189

10. Give name and address of Owner, type of work, and contract amount of projects now in process of construction:

	Name	Address	Type of Work	Contract Amount
A.	City of Live Oak	701 SE White Ave. Live Oak, FL 32060	Underground Utilities	\$ 1,742,699
B.	_____	_____	_____	\$ _____
C.	_____	_____	_____	\$ _____
D.	_____	_____	_____	\$ _____
E.	_____	_____	_____	\$ _____

11. Indicate your experience in the construction of work similar to this project (if not demonstrated by Questions 9 and 10, above):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Give construction experience of principal individuals of your organization:

	Name	Position	Years of Experience	Size and Type of Work
A.	Curtis Haynes	Owner	24	Site Work Utilities, Concrete over 4 mill
B.	Walter Lawson	Estimator	38	Paving Utilities over 3 mill
C.	Doren Cheney	Superintendent	20	Site Work Utilities over 5 mill
D.	Sascha Denmark	Project Est./Manager	16	Site Work Utilities over 5 mill
E.	_____	_____	_____	_____

13. Are there any judgments, suits, or claims pending against you? No If so, give details:

\_\_\_\_\_

\_\_\_\_\_

14. Does your organization operate as a corporation, partnership, or individual? Corporation

\_\_\_\_\_

A. If a corporation, when incorporated: 2-14-03  
 In which state incorporated: Florida  
 List name, title, and address of all officers:

	<u>Name</u>	<u>Title</u>	<u>Address</u>
(1)	<u>Curtis Haynes</u>	<u>President/Treas</u>	<u>519 NW Crawford Ct. White Springs, FL 32096</u>
(2)	<u>Dana Haynes</u>	<u>Vice Pres/Sec.</u>	<u>519 NW Crawford Ct. White Springs, FL 32096</u>
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

B. If a partnership, date of organization: \_\_\_\_\_  
 General, Limited, or Associated? \_\_\_\_\_  
 List name, address, and proportional interest of parties:

	<u>Name</u>	<u>Address</u>	<u>Proportional Interest</u>
(1)	_____	_____	_____
(2)	_____	_____	_____
(3)	_____	_____	_____
(4)	_____	_____	_____
(5)	_____	_____	_____

15. If requested prior to award of contract, provide to the Owner an accurate, up-to-date, condensed financial statement on a separate sheet attached to these qualifications of the individual co-partnership, or corporation.

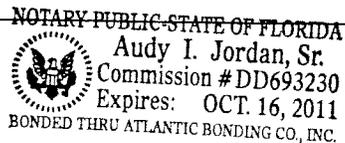
The undersigned hereby declares and certifies that the foregoing is a true statement of the experience and condition of the organization, therein first given and that any agency or individual herein named authorized to supply any information as may be deemed necessary to verify this statement.

Signed Curtis Haynes  
 Title President

Subscribed and sworn to before me this 15<sup>th</sup>  
 day of October, 20 09

Audy I. Jordan Sr. Notary Public  
Columbia County, Florida

My Commission expires \_\_\_\_\_



SECTION 00 45 19

NONCOLLUSION AFFIDAVIT

TO: The City of Palatka, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Reuse System Extension - Phase IV"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Columbia

Curtis Haynes, being first duly

sworn, deposes, and says that:

- A. He is President (officer's title) of Curt's Construction, Inc. (company name), the Bidder that has submitted the attached bid;
- B. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- C. Such bid is genuine and is not a collusive or sham bid;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Palatka or any person interested in the proposed contract; and
- E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Curtis Haynes

Subscribed and sworn to before me this 15<sup>th</sup> day of October, 2009.

Audy I. Jordan Sr.  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 My commis. Audy I. Jordan, Sr.  
 Commission # DD693230  
 Expires: OCT. 16, 2011  
 BONDED THRU ATLANTIC BONDING CO., INC.

SECTION 00 45 20

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_

Curt's Construction, Inc. (print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of a drug free work place program.

"As a person authorized to sign a statement, I certify that the above named business, firm, or corporation complies fully with the requirements set forth herein."

Curt's Signature  
Authorized Signature

10-15-09  
Date Signed

State of: Florida

County of: Columbia

Sworn to and subscribed before me this 15<sup>th</sup> day of October, 2009.

Personally known  or Produced Identification \_\_\_\_\_  
(Specify type of Identification)

Audy I. Jordan Sr.  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Audy I. Jordan, Sr.  
Commission # DD693230  
Expires: OCT. 16, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

My commission expires

SECTION 00 45 30

SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other  
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Columbia

Before me, the undersigned authority, personally appeared Curtis Haynes, who  
being by me first duly sworn, made the following statement:

1. The business address of Curt's Construction, Inc.  
is 519 NW Crawford Ct., White Springs, FL 32096  
(firm name of Bidder/Contractor)

2. My relationship to Curt's Construction, Inc.  
is President  
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication or guilt, in any federal or state trial of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under control of any natural person with is active in management of the entity and who has been convicted of a public entity crime; (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

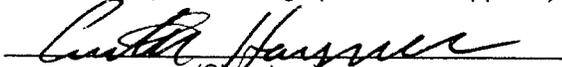
6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies)

~~7. There has been a conviction of a public entity crime by Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest of the name of the convicted person or affiliate to appear on the convicted vendor list.~~  
The name of the convicted person or affiliate is \_\_\_\_\_

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

  
(Signature)

Sworn to and subscribed before me in the State and County first mentioned above on the 15<sup>th</sup>  
day of October, 2009.

  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
Audy I. Jordan, Sr.  
Commission # DD693230

My commission expires: OCT. 16, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

(affix seal)

W/A

SECTION 00 45 35

BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION  
LAST THREE (3) YEARS

<u>PROJECT</u>	<u>NAME AND ADDRESS OF OWNER OR ENGINEER</u>	<u>NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE</u>	<u>DATE OF CONTRACT</u>	<u>AMOUNT</u>	<u>STATUS</u>
----------------	--	---	-----------------------------	---------------	---------------

(Signed) *Sanjay / Jayaram*

FLORIDA TRENCH SAFETY ACT CERTIFICATION

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) as modified October 1, 200. The Bidder further identifies the costs to be summarized below:

	<u>Cost</u>
1. Trench Safety Act Compliance	\$ <u>1,446.40</u>
2. Special Shoring	\$ _____

Identify method of compliance for Item #1: Simple Slope

Identify or attach a copy of Special Shoring requirements for Item #2: \_\_\_\_\_

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project, and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act, Laws of Florida, 90-96.

BIDDER: Curt's Construction, Inc.  
 By: [Signature]  
 Name: Curtis Hagnes  
 Title: President

Sworn to and subscribed before me this 15th day of October, 2009.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_  
 NOTARY PUBLIC-STATE OF FLORIDA  
 Audy I. Jordan, Sr.  
 Commission # DD693230  
 Expires: OCT. 16, 2011  
 BONDED THRU ATLANTIC BONDING CO., INC.

**ADDENDUM #1**

**City of Palatka**

201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177  
Tel (386) 329-0100

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**Reuse System Extension Phase IV**

---

ISSUE DATE: October 12, 2009  
ENGINEER: Ayres Associates Inc.  
SUBJECT: City of Palatka  
Reuse System Extension

INTENT: This addendum is issued prior to the date bids are due to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to include the work of this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

This addenda shall become part of the contract documents from this point forward. Bidders are reminded that this addendum must be noted on the first sheet of the "Bid Form" when they submit their bid. In an effort to ensure all bidders receive this addendum, please send a signed acknowledgment copy of this addendum with your Bid Form.

**ITEM #1**

Specification Section 00 41 15 BID FORM has been modified for minor changes please use new bid form.  
Specification Section 01 22 50 MEASUREMENT AND PAYMENT has been changed to reflect the changes in the Bid Form.

**ITEM #2**

Construction Plan sheets have been modified. Sheet 3A has been added, sheets 4, 6, 9, 11, 20-27 have been modified and the old sheets should be replaced.

1. Q: Could you please provide erosion control drawings of the items required.  
A: Erosion control drawings will not be done. Sheet 4 has notes covering Erosion control. Due to the means and methods a contractor may use, the erosion and sedimentation control would vary.
2. Q: The plans are not showing directional or sawcut driveways. Which is the approved method??  
A: Open cutting will be done unless directional drilling is called out on the plans.
3. Q: Will the contractor be able to adjust alignment of main along St. Johns Ave. to move away from pavement.  
A: The Contractor is instructed to bid the plans with the current pipe alignment.
4. Q: Some road crossings are directional bore and others are open cut. Will the Contractor be able to close the road in those areas?  
A: No. The contractor is to maintain traffic for the project. Driveway access to businesses shall remain open at all times.
5. Q: Are the 6" check valves to be in a Vault? If so, are we to supply lever & weight or spring & lever?

- A: The check valves are not in vaults. They shall be Danfoss, Flowmatic, Flanged in line swing check valves model # 745.
6. Q: Can we be supplied with a restraint chart for PVC? The only chart available in the spec book is for DIP.  
A: Yes, the restraint chart for PVC has been added to the details on sheet 27.
7. Q: Is there a spec. on the 6" and 4" meters?  
A: No, the meters will be supplied by the Owner for the Contractor to install.
8. Q: Is this a "Buy American" job?  
A: No.
9. Q: The spec calls for 12 gauge tracking wire. What width is the detectable tape?  
A: Detectable tape will not be required on this project.
10. Q: Is there any Geotek for the project?  
A: No.
11. Q: Could we be supplied with a location map for Alternate "A"?  
A: Yes, Sheet 3A has been added.
12. Q: What if there is unsuitable material on the project?  
A: We do not anticipate any unsuitable material for the project.
13. Q: Pavement Repair is not shown on the plans? Any overlay?  
A: No overlay is required, only pavement repair in the trench areas.
14. Q: Traffic Control is not shown, is there any time restrictions?  
A: No time restrictions are anticipated, the contractor will need to maintain traffic by use of the state index standards that match the method of construction the contractor is using.

**THE BID OPENING REMAINS October 15, 2009 @ 3:00 PM**

Acknowledgment

Dana Haynes 10/15/09  
Signature and Date

Dana Haynes / VP  
Printed Name / Title

Curt's Construction, Inc.  
Company Name

End of Addendum Number One



**FLORIDA  
SURETY  
BONDS, INC.**

Phone 407-786-7770 • Fax 407-786-7766  
Phone 888-786-2663 • Fax 888-718-2663

620 N. Wymore Road, Suite 200  
Maitland, FL 32751

1326 S. Ridgewood Ave., Suite #15  
Daytona Beach, FL 32114

**BIDDER (Name and Address):**

Curt's Construction, Inc.  
519 NW Crawford Court  
White Springs, FL 32096

**SURETY (Name and Address of Principal Place of Business)**

United Fire & Casualty Company  
118 Second Avenue SE  
Cedar Rapids, IA 52401

**OWNER (Name and Address):**

City of Palatka  
201 N. Second Street  
Palatka, FL 32177

**BID**

Bid Due Date: October 15th, 2009

**Project (Brief Description Including Location).**

Reuse Extension - Phase IV, Palatka, FL

**BOND**

Bond Number: N/A

Date (Not later than Bid due date): October 15th, 2009

Penal Sum: Five Percent of Amount Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Curt's Construction, Inc. (Seal)  
Bidder's Name and Corporate Seal

United Fire & Casualty Company (Seal)  
Surety's Name and Corporate Seal

By: Curtis Haynes  
Signature and Title  
Curtis Haynes, President

By: Patricia L. Slaughter  
Signature and Title Patricia L. Slaughter  
(Attach Power of Attorney)  
Attorney-in-Fact and FL Licensed Resident Agent

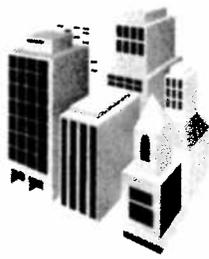
Attest: Audy I. Jordan, Sr.  
Signature and Title  
Audy I. Jordan, Sr., Witness

Attest: Jan Carey  
Signature and Title Jan Carey, Witness

Note: Above addresses are to be used for giving required notice.

*Agenda  
Item*

*3b*



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

# Memorandum

**To:** Palatka City Commission and Staff  
**From:** Betsy J. Driggers, City Clerk  
**Date:** October 15, 2009  
**Re:** Nominal Lease Renewals – January 1, 2010 through Dec. 31, 2012

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Attached you will file renewal leases for the following three agencies:

1. Palatka Duplicate Bridge Club – lease for a portion of the Cooper Building, corner of S. 13<sup>th</sup> Street & Crill Avenue
2. Keep Putnam Beautiful – lease for office space at 205 N. 2<sup>nd</sup> Street (City Hall Annex Building)
3. Palatka Art Lease – lease for the Tilghman House

These are nominal leases, or \$1.00/year leases granted to organizations who 1) serve a public purpose and 2) whose membership is open to the public. These are all renewals.

Also included are reports regarding the condition of these buildings.

Please take action to consent to the renewal of all three of these leases, per Staff's recommendation.

*Agenda  
Item*

*3b-1*

## LEASE AGREEMENT

This Lease Agreement, dated this 22<sup>nd</sup> day of February, 2003, is made and executed in duplicate by and between the **City of Palatka**, a municipal corporation existing under the laws of the State of Florida, herein called Lessor and the **Palatka Duplicate Bridge Club, Inc.**, a non-profit corporation existing under the laws of the State of Florida, herein called the Lessee.

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located within the building room known as the Village Recreation Center and comprising an area of 30 feet by 50 feet in the shape of an "L" on the North side of the building. The building is located on the Northeast corner of the intersection of 13<sup>th</sup> Street and Crill Avenue in the City of Palatka, Florida, and more particularly described as:

That part of Block 211 of the City of Palatka, lying  
North of Crill Avenue.
2. **Term.** The term of this lease is three years beginning March 1, 2007.
3. **Rent.** The total rent under this lease is Three and no/100 (\$3.00) dollars. Lessee agrees to pay Lessor such amounts in installments of one dollar per year payable at City Hall beginning August 1, 2003 and payable on August 1 of each succeeding year throughout the term of this lease.
4. **Use of Premises.** The premises leased to be used by Lessor solely as a meeting place for the regularly scheduled duplicate bridge club games. During local, state and national elections, premises shall be used as Polling Precinct #'s 24 and 25 by the Putnam County Supervisor of Elections.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Payment of Utilities.** Lessee shall pay all utility cost assessed to the building at the end of each month. Failure to keep payments of utilities current will be considered a violation of this Lease.
7. **Repairs and Maintenance.** Lessee, at its expense, shall maintain and keep the interior and exterior of its leased portion of the building in good repair. Lessor shall have the right, after reasonable notice, to inspect the building as to its condition and make recommendations to the Lessee. Deficiencies shall be corrected within a reasonable period of time as established by the Lessor.
8. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as a meeting place for duplicate bridge. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in

the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.

9. **Hazard and Liability Insurance.** Lessee agrees to maintain hazard and liability insurance coverage's on the building and its grounds with a single limit of \$250,000. A certificate of insurance will be provided annually with the City named as co-insured.
10. **Termination.** This lease may be terminated by mutual agreement of both parties. This lease shall be terminated upon the vacating or abandonment of the premises by Lessee, or by the Lessee's failure to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Lessee, where such failure should continue thirty (30) days after written notice of violation has been provided by Lessor to Lessee
11. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
12. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
13. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
14. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
15. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
16. **Time of Essence:** Time is of the essence to this Lease.
17. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.

18. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.

19. **Option to Renew.** Lessor grants to the Lessee an option to renew this lease for another term equal to the term hereof at a rental equal to the rental reserved herein. The other terms, covenants, and conditions of the renewal lease will remain the same as those herein. To exercise such option Lessee must give sixty (60) day written notice to Lessor and receive the Lessor's concurrence.

Executed at Palatka, Putnam County, Florida, this 22<sup>nd</sup> day of February, 2007.

(Seal)

Attest:

CITY OF PALATKA

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

By: \_\_\_\_\_  
Karl N. Flagg, Mayor

(Seal)

Palatka Duplicate Bridge Club, Inc.

\_\_\_\_\_  
Witness as to Lessee

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Witness as to Lessee

Name &  
Title: \_\_\_\_\_  
(Please Print)

STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of the Palatka Duplicate Bridge club, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # \_\_\_\_\_)

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

(Seal)

*Agenda  
Item*

*3b-2*

## LEASE AGREEMENT

This Lease Agreement, dated this 22<sup>nd</sup> day of October, 2009, is made and executed in duplicate by and between the **City of Palatka**, a municipal corporation existing under the laws of the State of Florida, herein called "Lessor," and the **Keep Putnam Beautiful, Inc**, P.O. Box 790, E. Palatka Fl 32131, a non-profit corporation existing under the laws of the State of Florida, herein called the "Lessee."

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, office space inside the building located at 205 N. 2<sup>nd</sup> Street, Palatka, Florida.
2. **Term.** The term of this lease is three years beginning January 1, 2010.
3. **Rent.** The total rent under this lease is Three and no/100 (\$3.00) dollars. Lessee agrees to pay Lessor such amounts in installments of one dollar per year payable at City Hall beginning January 1, 2010 and payable on January 1 of each succeeding year throughout the term of this lease.
4. **Use of Premises.** The premises leased to be used by Lessor solely for use as an office to conduct the business of Keep Putnam Beautiful and other functions of Keep Putnam Beautiful.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Repairs and Maintenance.** Lessee, at its expense, shall maintain and keep the interior of its leased portion of the building in good repair. Lessor shall have the right, after reasonable notice, to inspect the building as to its condition and make recommendations to the Lessee. Deficiencies shall be corrected within a reasonable period of time as established by the Lessor.
7. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as a meeting place for the Palatka Art League. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.
8. **Hazard and Liability Insurance.** Lessee agrees to maintain, at Lessee's expense, personal injury/death coverage in an amount of not less than \$250,000; property damage liability insurance coverage in an amount of not less than \$250,000. Said policies shall name the City of Palatka as an additional insured, and a certificate of insurance will be provided annually with the City named as co-insured. The Lessor shall not be responsible

for lessee's loss of lessee's property at the premises and if lessee desires to insure against this risk, lessee shall do so at lessee's sole expense.

9. **Termination.** This lease may be terminated if, in lessor's sole discretion, the lessee ceases to serve a purpose which the lessor determines to be public in nature.
10. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
11. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
12. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
13. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
14. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
15. **Time of Essence:** Time is of the essence to this Lease.
16. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.
17. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain

proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.

18. **Option to Renew.** At the expiration of the term of this lease it may be renewed upon the mutual agreement of the parties.

Executed at Palatka, Putnam County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(Seal)

Attest:

CITY OF PALATKA

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

By: \_\_\_\_\_  
Karl N. Flagg, Mayor

(Seal)

KEEP PUTNAM BEAUTIFUL, INC.

\_\_\_\_\_  
Witness as to Lessee

By: \_\_\_\_\_  
(Signature)

Name &

\_\_\_\_\_  
Witness as to Lessee

Title: \_\_\_\_\_  
(Please Print)

STATE OF FLORIDA  
COUNTY OF PUTNAM

I **HEREBY CERTIFY** that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ of Keep Putnam Beautiful, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # \_\_\_\_\_).

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

(Seal)

*Agenda  
Item*

*3b-3*

## LEASE AGREEMENT

This Lease Agreement, dated this 22<sup>nd</sup> day of October, 2009, is made and executed in duplicate by and between the City of Palatka, a municipal corporation existing under the laws of the State of Florida, herein called "Lessor," and the Palatka Art League, Inc., P.O. Box 722, Palatka FL 32178, a non-profit corporation existing under the laws of the State of Florida, herein called the "Lessee."

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located within the building known as the Tilghman House, located at 321 River Street, Palatka, Florida.
2. **Term.** The term of this lease is three years beginning January 1, 2010.
3. **Rent.** The total rent under this lease is Three and no/100 (\$3.00) dollars. Lessee agrees to pay Lessor such amounts in installments of one dollar per year payable at City Hall beginning January 1, 2010 and payable on January 1 of each succeeding year throughout the term of this lease.
4. **Use of Premises.** The premises leased to be used by Lessor solely for the regularly scheduled meetings of the Palatka Art League and other functions of the Palatka Art League.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Payment of Utilities.** Lessee shall pay all utility cost assessed to the building at the end of each month. Failure to keep payments of utilities current will be considered a violation of this Lease.
7. **Repairs and Maintenance.** Lessee, at Lessee's sole expense, shall perform all routine repairs and maintenance required at the Leased Premises during the term of this lease. All such repairs and maintenance shall be accomplished in a fashion that is in compliance with all applicable codes and regulations, including but not limited to, applicable building codes. All non-routine repairs and maintenance required at the leased premises shall be accomplished by the Lessor at Lessor's expense. The Lessor, in Lessor's sole discretion, shall determine if a non-routine repair is required at the Leased Premises. For purposes of this paragraph, "routine" repair shall be defined as any single repair/maintenance, the cost of which will not exceed the amount of five hundred (\$500.00) dollars. Any/All major renovations or substantial modifications to the leased premises may be accomplished only with the written consent of the Lessor and then, unless otherwise agreed in writing, at the sole expense of the Lessee. For purposes of this paragraph, "major renovation or substantial modification" shall be defined as any significant change in, addition to, or demolition of the Leased Premises, including but not limited to, addition of rooms, change of interior floor plan, change in interior ceiling, change in sub-floor, or any other modification which changes the basic structural components of the leased premises.
8. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as a meeting place for the Palatka Art League. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary

condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.

9. **Hazard and Liability Insurance.** Lessee agrees to maintain, at Lessee's expense, personal injury/death coverage in an amount of not less than \$250,000; property damage liability insurance coverage in an amount of not less than \$250,000. Said policies shall name the City of Palatka as an additional insured certificate of insurance will be provided annually with the City named as co-insured. The Lessor shall not be responsible for lessee's loss of lessee's property at the premises and if lessee desires to insure against this risk, lessee shall do so at lessee's sole expense.
10. **Termination.** This lease may be terminated if, in lessor's sole discretion, the lessee ceases to serve a purpose which the lessor determines to be public in nature.
11. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
12. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
13. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
14. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
15. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
16. **Time of Essence:** Time is of the essence to this Lease.

17. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.

18. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.

19. **Option to Renew.** At the expiration of the term of this lease it may be renewed upon the mutual agreement of the parties.

Executed at Palatka, Putnam County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

(Seal)

**Attest:**

**CITY OF PALATKA**

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

By: \_\_\_\_\_  
Karl N. Flagg, Mayor

(Seal)

\_\_\_\_\_  
**Witness as to Lessee**

**PALATKA ART LEAGUE, INC.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Witness as to Lessee**

**Name &**  
**Title:** \_\_\_\_\_  
(Please Print) **President**

**STATE OF FLORIDA**  
**COUNTY OF PUTNAM**

I **HEREBY CERTIFY** that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_, who is the President of the Palatka Art League, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # \_\_\_\_\_).

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

(Seal)

*Current Lease*

**LEASE AGREEMENT**

This Lease Agreement, dated this 9th day of November, 2006, is made and executed in duplicate by and between the City of Palatka, a municipal corporation existing under the laws of the State of Florida, herein called "Lessor," and the Palatka Art League, Inc., P.O. Box 722, Palatka FL 32178, a non-profit corporation existing under the laws of the State of Florida, herein called the "Lessee."

1. **Description of Premises.** Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located within the building known as the Tilghman House, located at 321 River Street, Palatka, Florida.
2. **Term.** The term of this lease is three years beginning January 1, 2007.
3. **Rent.** The total rent under this lease is Three and no/100 (\$3.00) dollars. Lessee agrees to pay Lessor such amounts in installments of one dollar per year payable at City Hall beginning January 1, 2007 and payable on January 1 of each succeeding year throughout the term of this lease.
4. **Use of Premises.** The premises leased to be used by Lessor solely for the regularly scheduled meetings of the Palatka Art League and other functions of the Palatka Art League.
5. **No Waste, Nuisance or Unlawful Use.** Lessee shall not commit or allow to be committed any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.
6. **Payment of Utilities.** Lessee shall pay all utility cost assessed to the building at the end of each month. Failure to keep payments of utilities current will be considered a violation of this Lease.
7. **Repairs and Maintenance.** Lessee, at Lessee's sole expense, shall perform all routine repairs and maintenance required at the Leased Premises during the term of this lease. All such repairs and maintenance shall be accomplished in a fashion that is in compliance with all applicable codes and regulations, including but not limited to, applicable building codes. All non-routine repairs and maintenance required at the leased premises shall be accomplished by the Lessor at Lessor's expense. The Lessor, in Lessor's sole discretion, shall determine if a non-routine repair is required at the Leased Premises. For purposes of this paragraph, "routine" repair shall be defined as any single repair/maintenance, the cost of which will not exceed the amount of five hundred (\$500.00) dollars. Any/All major renovations or substantial modifications to the leased premises may be accomplished only with the written consent of the Lessor and then, unless otherwise agreed in writing, at the sole expense of the Lessee. For purposes of this paragraph, "major renovation or substantial modification" shall be defined as any significant change in, addition to, or demolition of the Leased Premises, including but not limited to, addition of rooms, change of interior floor plan, change in interior ceiling, change in sub-floor, or any other modification which changes the basic structural components of the leased premises.
8. **Delivery, Acceptance and Surrender of Premises.** Lessor represents that the premises are in fit condition for use as a meeting place for the Palatka Art League. Lessee agrees to accept the premises on possession as being in a good state of repair and in sanitary

condition. Lessee's acceptance of possession of the premises shall be deemed as acknowledgement by Lessee that the premises are in good state of repair. Surrender of the premises to the Lessor at the end of the lease term, if the lease is not renewed, requires the building be in the same or better condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms.

9. **Hazard and Liability Insurance.** Lessee agrees to maintain, at Lessee's expense, personal injury/death coverage in an amount of not less than \$250,000; property damage liability insurance coverage in an amount of not less than \$250,000. Said policies shall name the City of Palatka as an additional insured certificate of insurance will be provided annually with the City named as co-insured. The Lessor shall not be responsible for lessee's loss of lessee's property at the premises and if lessee desires to insure against this risk, lessee shall do so at lessee's sole expense.
10. **Termination.** This lease may be terminated if, in lessor's sole discretion, the lessee ceases to serve a purpose which the lessor determines to be public in nature.
11. **Holding Over.** If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, and without renewing the Lease, and with the express written consent of Lessor, such occupancy shall be a tenancy from month to month upon all the terms and conditions written in this lease.
12. **Entry by Lessor.** Lessor reserves and shall have the right to enter the Premises at any and all times upon three (3) days written notice to Lessee (except in the event of an emergency in which event no notice shall be required) to inspect the same, to supply any service to be provided by Lessor to Lessee hereunder, or to show the premises to prospective purchasers or tenants. Lessor shall have the right to reasonably post a sign with the consent of the Lessee, which said consent shall not be unreasonably withheld.
13. **Manner of Giving Notice.** Notices given pursuant to the provisions of this lease, or necessary to carry out its provisions, shall be in writing or mailed, postage prepaid, and addressed to such person. Lessor's address for this purpose shall be City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32177, or such other address as may be designated to the Lessee in writing. Notices to Lessee may be addressed to Lessee at the leased premises or such other place as they may designate in writing.
14. **Effect of Lessor's Waiver.** Lessor's waiver or breach of one covenant or condition of the Lease is not a waiver of breach of others, or subsequent breach of the one waived.
15. **Assignment of Lease:** Lessee shall not assign (except to a corporate entity owned and controlled by Lessee), transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein and shall not permit or suffer the same to occur by reason of the operation of the law, and shall not sublet the Premises or any part thereof, or permit or suffer any other person (the employees, agents, servants and invitees of Lessee excepted) to occupy or use the Premises, or any portion thereof, except that Lessee shall have the right to assign this Lease or sublet the Premises in whole or in part to its control corporation. It is further provided that if the Lessee desires to assign or sublet the Premises in whole or in part, except as otherwise provided herein, Lessee shall first make a written request to Lessor for approval of any such assignment or subletting.
16. **Time of Essence:** Time is of the essence to this Lease.

17. **Non Discrimination:** The Lessee is prohibited from discriminating against any person for reason of race, creed, color, or national origin.
18. **Effect of Eminent Domain Proceedings.** Eminent Domain proceedings resulting in the condemnation of a part of the premises leased herein that leave the rest usable by Lessee for the purpose of the business for which the premises are leased will not terminate this lease, unless Lessor, at its option, terminates it by giving written notice of termination of the Lease. The effect of such condemnation, should such option be exercised, will be to terminate the Lease as to the portion of the premises condemned and leave it in effect as to the remainder of the lease term. All compensation awarded in the eminent domain proceeding, as a result of such condemnation, shall be Lessor's. Lessee hereby assigns and transfers to Lessor and claims it may have to compensation for damages as a result of such condemnation.
19. **Option to Renew.** At the expiration of the term of this lease it may be renewed upon the mutual agreement of the parties.

Executed at Palatka, Putnam County, Florida, this 9th day of November, 2006.

(Seal)

Attest:

Betsy J. Deugges  
City Clerk

CITY OF PALATKA

By: Karl N. Flagg  
Karl N. Flagg, Mayor

(Seal)

Karen M. Venables  
Witness as to Lessee

PALATKA ART LEAGUE, INC.

By: Erika Heine  
(Signature)

Name &

Title: Erika Heine, President  
(Please Print)

Betsy J. Deugges  
Witness as to Lessee

STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Erika Heine, who is the President of the Palatka Art League, Inc., to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same. (ID type & # DL-FL H500-205-30-602-0).

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of December, 2006.

My Commission Expires: March 28, 2010

Karen M. Venables  
Notary Public, State of Florida

(Seal)



*Agenda  
Item*

*3c*

Robert E. Taylor  
AIA Architect PA  
710 St. Johns Ave.  
P.O. Box 267  
Palatka, Florida 32177

Robert E. Taylor, Architect  
FL Corp Reg. No. AAC000589  
GA Reg. No. RA007674  
NCARB No. 40804

20 October 2009

Mr. Elwin C. "Woody" Boynton  
City Manager, City of Palatka  
201 North Second Street  
Palatka, FL 32177

Subject: Handicapped Access  
Larimer Arts Center  
216 Reid Street  
Palatka, Florida  
Architect's Project No. 0910

Dear Mr. Boynton:

Enclosed is a copy of the Bid Tabulation, 2 pages, showing the Bids and Alternate Bids received on 15 October 2009. The apparent low Bidder is Anglin Construction Company.

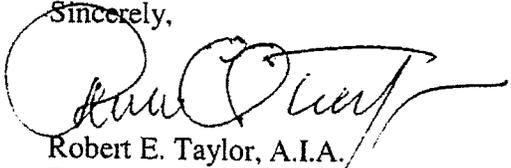
I contacted Mr. Gary Anglin who provided a list of similar Projects with Owner's and/or Architect's names, telephone numbers, and brief descriptions. I called all three Representatives listed and received words of praise and commendation for Anglin Construction Company. Reportedly, they have a record including Renovations and Additions to several Historically Significant Buildings.

Representatives report that Anglin Construction Company, does excellent work, on time, within Budget and is fair on Changes Orders, if they are necessary. Mr. Don Padgett, Superintendent, will, as I understand it, be our Superintendent. He got a personal recommendation for high performance.

Mr. Padgett was at the Bid Opening. He confirmed that if the contract were awarded to Anglin Construction Company, they would accept the award and diligently prosecute the Work for the quoted Bid.

In realize the total of the Base Bid and Alternate No. 1 is above our Opinion of Probable Cost for the Project, but believe the inclusion of the Walkway Canopy and additional exterior lighting as provided for in the Alternate would be a valuable addition to the Project. If financially practical, I recommend Alternate No. 1 be included in the Award to Anglin Construction Company. If you have questions or if I may be of assistance, please call.

Sincerely,

  
Robert E. Taylor, A.I.A.  
Enclosures

cc: Mr. Jeff Norton Ms. Betsy Driggers

Phone:  
386-325-7341

Fax:  
386-325-0608

Web Address:  
[www.ret.tbd.com](http://www.ret.tbd.com)

E-mail:  
[taylor@ret.tbd.com](mailto:taylor@ret.tbd.com)

## BID TABULATION

PROJECT:	HC Access Larimer Arts Center		DATE:	15-Oct-09	PUBLIC ENTITY Crime Statement		2 Copies of Proposal Form		COMMENTS
ARCHITECT:	Robert E. Taylor, AIA Architect, P 710 St. Johns Ave Palatka, Florida 32177 386-325-7341 / Fax 386-325-0608		PLACE:	City of Palatka Commissioners Room 201 North Second Street Palatka, FL 32177	Public Entity Crime Statement		2 Copies of Proposal Form		COMMENTS
ARCHITECT'S PROJECT NO.:	0910	ADDITIONAL INFORMATION		Public Entity Crime Statement		2 Copies of Proposal Form		COMMENTS	
BIDDER	BASE BID	ALTERNATES	ADDITIONAL INFORMATION	Public Entity Crime Statement	2 Copies of Proposal Form	COMMENTS			
Riverside Builders of Putnam Co.	\$ 49,645.00	1 \$43,985.00 2 \$ 812.00	1 YES	YES	YES	No Substitutions Brain Screen, Vice President			
Felton Construction, Inc.	\$ 61,072.00	1 \$38,792.00 2 -\$220.00	1 YES	YES	YES	No Substitutions Geof Felton, President			
Billco Construction	\$ 52,000.00	1 \$34,615.00 2 \$0.00	1 YES	YES	YES	No Substitutions William F. Pageau, President			
Y2K Construction	\$ 39,000.00	1 \$41,500.00 2 -\$1,000.00	1 YES	YES	YES	No Substitutions Steven L. Mac, President			
Synergy Construction	NO BID	1 2							
Piasa Construction, LLC	\$ 39,500.00	1 \$44,400.00 2 -\$800.00	1 YES	YES Not Properly Completed	YES	Deduct from Additive Alternate #1 \$19,200.00 if Change Direction of decking & use standard corrugated decking & delete 2" x 4" purlins.			
Taylor Builders & Developers, Inc.	\$ 50,307.48	1 \$51,495.20 2 \$767.00	1 YES	YES	YES	Deduct from Additive Alternate #1 \$22,656.00 if Change Direction of decking & use standard corrugated decking & delete 2" x 4" purlins.			





RID ENCT

Mr. Elwin C. "Woody" Boynton, Jr., City Manager  
City of Palatka  
201 N. Second Street  
Palatka, FL 32177

Dear Mr. Boynton:

The undersigned, having visited the Project Site of the proposed project and familiarized himself with local conditions and the nature and extent of the work, proposes to furnish all labor, material, equipment and incidentals necessary to construct the following Project, in strict accord with the Drawings, Specifications, and Other Contract Documents prepared therefore by Robert E. Taylor, AIA Architect PA.

**HANDICAPPED ACCESS  
LARIMER ARTS CENTER  
ARTS COUNCIL OF GREATER PALATKA  
216 REID STREET  
PALATKA, FLORIDA, 32177**

**BASE BID.**  
Thirty Seven thousand, three hundred dollars \$ 37,300.00

**ADDITIVE ALTERNATE NO. 1 - Provide and Install Pre-Fabricated Walkway Canopy and Walkway Lighting.**

**ADD to Base Bid:**  
Thirty Seven thousand three hundred dollars \$ 37,300.00

**ADDITIVE OR DEDUCTIVE ALTERNATE NO. 2 - HDPE Membrane Waterproofing - Price the use of HDPE Membrane water proofing in lieu of Volclay Waterproofing System.**

**ADD to or DEDUCT from Base Bid:**  
zero dollars \$ 0

**TIME OF COMPLETION:** The undersigned further proposes to construct the project within 90 calendar days, beginning after the contract has been executed by all parties thereto and Notice to Proceed is given to Contractor; (15 additional days will be allowed to Final Completion) and states that this period of time is proposed in full understanding of provisions in paragraph of INSTRUCTIONS TO BIDDERS entitled "Time of Completion and Liquidated Damages".

**SUBSTITUTIONS:** If following substitutions for specified proprietary products, systems or materials, or of products or materials not meeting all requirements of specifications, are accepted, in accord with the paragraph of INSTRUCTIONS TO BIDDERS entitled "Materials Figured in Bids", deduct the stated amount from Base Bid:

Description, Model No. and Manufacturer  
of Item to be Substituted

Amount to be  
Deducted from Base Bid

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

NOTE: If no substitutions are indicated in this proposal, it is presumed that all products, systems and materials included in this bid are those specified or will meet all conditions of the specifications. Substitutions as listed above will not be considered in the determination of the low bid.

**EXAMINATION OF THE DOCUMENTS:** Undersigned further states that he has examined all contract documents for this Work, including Advertisement- Invitation to Bid.

**RECEIPT OF ADDENDA:** Undersigned acknowledges receipt of following Addenda:

Addendum No. 1 Dated OCT 8/2009  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**AGREEMENT:** Bidder has agreed, and does hereby agree:

1. That the above proposal shall remain in full force and effect for a period of 30 days after time of opening of this proposal; and that Bidder will not revoke or cancel this proposal nor withdraw from competition within the said 30-day period.
2. That in the event the contract is awarded to this Bidder, he will, within ten consecutive calendar days after it is submitted, enter into a written contract with the Owner, in accord with the accepted Bid.

Undersigned further agrees that this proposal is made with full understanding that you, as Owner, reserve the right to waive informalities in this Bid; to accept any Bid which you consider to be from lowest responsible Bidder; and to reject any and all Bids.

IN WITNESS WHEREOF, the Bidder has hereunto set his signature and affixed his seal, this 14 day of October, A.D. 2009.

(SEAL)

BY: Garay Anglin

TITLE: President, Anglin Construction Company

CONTRACTOR'S CERTIFICATION NO.: CGCA10727

Full names and residences of persons and firms interested in foregoing proposal as principals are as follows:

Garay ANGLIN  
622 SE 2nd St (office) 376 4089

END OF SECTION

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. The sworn statement is submitted to Arts Council of Greater Palatka  
(Print name of the public entity)

By Gary Anqlin, President  
(Print individual's name and title)

For Anqlin Construction Company  
(Print name of entity submitting sworn statement)

Whose business address is:  
622 SE 2nd Street

Gainesville, FL 32601

And (if applicable) its Federal Employer Identification Number (FEIN) is 59-3504786

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(a)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

XX Neither the entity submitting his sworn statement, nor any of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting his sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting his sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Greg Anglin  
(Signature)

Sworn to and subscribed before me this 14th Day of October, 2009

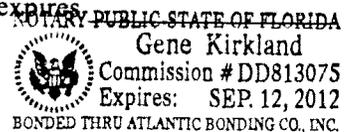
Personally know

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of FL

My Commission expires \_\_\_\_\_



(Printed typed or stamped commissioned name of notary public)

Gene Kirkland

AC# 3890462

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L08080701831

DATE	BATCH NUMBER	LICENSE NBR
08/07/2008	088025412	CGCA10727

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2010

ANGLIN, GARY L  
ANGLIN CONSTRUCTION COMPANY  
215 NE 4TH AVENUE  
GAINESVILLE FL 32601-7015

CHARLIE CRIST  
GOVERNOR

CHARLES W. DRAGO  
SECRETARY

DISPLAY AS REQUIRED BY LAW

**00020 ADVERTISEMENT-INVITATION TO BID**

Sealed bids will be received by The City of Palatka until 10:00 a.m. on 15 October 2009, Thursday at the Commission Meeting Room, 201 N. Second Street, Palatka, Florida, at which time and place all bids received will be publicly opened and read aloud for furnishing all materials, labor and construction for:

**HANDICAPPED ACCESS  
LARIMER ARTS CENTER  
ARTS COUNCIL OF GREATER PALATKA  
216 REID STREET  
PALATKA, FLORIDA, 32177**

Any bid received after the specified time and date will not be considered. Bids will be tabulated and evaluated by the Architect.

A Pre-bid Meeting will be held at 10:00 a.m. on 1 October 2009, Thursday at the Larimer Arts Center, 216 Reid Street, Palatka, Florida. Attendance is highly recommended, but not mandatory.

Project consists of; construct a handicapped accessible ramp, rails and landing, cut opening through existing wall/ window and install a historically compatible door to access the Arts Center. Repairs / repaint walls, contiguous to new construction, paint new door and frame. Alternate includes new pre-finished aluminum canopy cover, columns and exterior canopy lighting. An expanded Summary of the Work is included in the Project Manual.

No Bid Bond is required, however, Bidder to guarantee that if he is awarded the contract, Bidder will, within ten consecutive calendar days after written notice is given of such award, enter into a written contract with the City of Palatka in accord with the accepted bid, satisfactory to said Owner.

No bidder may withdraw his bid for a period of 30 days after the date set for the bid opening.

All work shall be done in accord with drawings, specifications and contract documents relative thereto, as prepared by Robert E. Taylor, A. I. A., Architect, P. A. Drawings, Specifications and Contract Documents may be examined at the office of the Architect at 710 St. Johns Avenue, Palatka, Florida, 32177 (P.O. Box 267, Palatka, Florida 32178), or at City Hall, 201 North Second Street, Palatka, Florida.

One set of drawings, specifications, contract documents and forms for bidding may be secured by Contractors from the office of the Architect at a non-refundable cost of \$20.00. If Contractors desire more than one set of documents, they may be obtained by paying the cost of duplication and handling, (non-refundable cost of \$3.00 per sheet for drawings or \$0.10 per page of specifications; \$20.00 for a complete set of drawings, specifications and contract documents).

Questions concerning this project are to be directed to the Office of Robert E. Taylor, A. I. A. Architect, P.A. via fax at 386-325-0608, e-mail at [taylor@ret-tbd.com](mailto:taylor@ret-tbd.com) or in person at 710

St. Johns Avenue, Palatka, FL, 32177.

Bidders qualifications must be satisfactory to the Owner. The City of Palatka reserves the right to waive informalities in any bid, to accept any bid they consider to be from the lowest responsible bidder and to reject any and all bids.

/Signed/  
Mr. Elwin C. "Woody"  
Boynton, Jr., City Manager

PUBLISH: 18 and 25 September 2009

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LEGAL ADVERTISEMENT – Run September 18 and September 25, 2009

Proof of Publication Requested

Fax editing proof with cost of advertisement to 329-0199

Betsy Driggers, City Clerk

City of Palatka

201 N. 2<sup>nd</sup> Street, Palatka FL

386-329-0100 ext 211

bdriggers@palatka-fl.gov

# *Agenda Item*

*4*

10/13/2009

October 13, 2009

ATTN: City Manager

From: Steamboat Willies

Mr. Boynton,

According to the Building and Zoning office and the Chief of Police of Palatka ordinance 30-109 gives the option for a noise variance for events without the event classifying as a Special Event. This ordinance also states the request has to be made through the City Manager.

*Cary to*

I would like to request a noise variance for the following dates:

October 30 <sup>th</sup> 2009	
November 13 <sup>th</sup> 2009	10:00 pm - 1:00 am
November 27 <sup>th</sup> 2009	↓
November 28 <sup>th</sup> 2009	
December 25 <sup>th</sup> 2009	↓
December 31 <sup>st</sup> 2009	

These are the dates I have booked to provide live entertainment for my customers as this is Halloween, Thanksgiving, Christmas, and to celebrate the New Year. Also since the City Commission only meets once during November and December is the reason I requested the dates through that time.

If you think I should request the dates before the meetings of each month let me know and I will be glad to do so.

I would like to obtain a variance from 10pm of the proposed dates until 1am.

I will consider any input you have to help this process along.

Hope you had a good vacation.

Thanks,



John Lyon  
Steamboat Willies  
Owner

*cc - City Manager  
City Clerk*

*Agenda  
Item*

5

**CITY OF PALATKA CITY COMMISSION  
AGENDA ITEM**

**ITEM:** Planning Board Case 08-29 Request to close that portion of N 16<sup>th</sup> Street between St. Johns Ave. and Reid St.

**DEPARTMENT:** Building & Zoning

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**AGENDA SECTION:** Regular agenda requiring Commission action

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**ATTACHMENTS**

1. September 1, 2009 Planning Board Packet
2. September 1, 2009, Planning Board Minutes.
3. Site plan rendering submitted to Board on September 1, 2009
4. Petition submitted by St. Johns Auto Body to Board on September 1, 2009
5. Packet submitted by applicant July 7, 2009

**DATE:** October 22, 2009

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**SUMMARY HIGHLIGHTS:**

The applicant applied to close that portion of N 16<sup>th</sup> Street between St. Johns Avenue and Reid Street on October 1, 2008. The case was advertised for a November 4, 2008 hearing date and notices to surrounding property owners were mailed. On October 23, 2008 at the request of staff, the applicant requested the case be tabled until January 6, 2009. Staff worked with the applicant to utilize onsite cameras to capture the number of vehicles accessing the dealership versus passing through. During this same timeframe, traffic counters were placed on N 16<sup>th</sup> St. at Reid St. and St. Johns Ave. Staff reviewed all material in an effort to synchronize the video and information from the counters, however, it could not be correlated to each other. These results were not included in our staff report. On July 7, 2009 (minutes enclosed) the case was heard, however, the motion that was made to table for more information did not include a date certain. The case had to be re-advertised for September 1, 2009 (minutes enclosed) at which time a motion was made to deny the request to close that portion of N 16<sup>th</sup> Street.

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**RECOMMENDED ACTION:**

There are no criteria for closing a street in the City's Municipal Code, therefore, we have no opinion. No staff recommendation was made as to whether the roadway should be closed or remain open.

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**AGENDA ITEM NUMBER:**

**AGENDA PAGE NUMBER:**

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

**ORDINANCE NO. 09-**

**AN ORDINANCE OF THE CITY OF  
PALATKA, FLORIDA, CLOSING,  
VACATING, AND ABANDONING THAT  
PORTION OF NORTH 16TH STREET  
LOCATED IN MERWIN'S SUBDIVISION  
LYING WEST OF BLOCK 295 AND EAST  
OF BLOCK 303 AND RESERVING  
REQUIRED UTILITY EASEMENTS,  
WITHIN THE CITY OF PALATKA,  
FLORIDA; AND PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, Chapter 166.021 Florida Statutes, and Section 2 (b), Article VIII of the Constitution of the State of Florida, vest municipalities with the Authority to discontinue or vacate any street or portion thereof when done in the interest of the general welfare; and,

**WHEREAS**, a public hearing was held on the 22<sup>nd</sup> day of October, 2009 concerning the advisability of vacating and abandoning that portion of North 16th Street described as: lying westerly of Block 295 and easterly of Block 303 and lying southerly of Reid Street (SR 100/US 17) and northerly of St. Johns Avenue within the City of Palatka, Florida, as recorded in MB 2 Pages 5, 36 and 46 of the public records of Putnam County, Florida; and,

**WHEREAS**, the public hearing referred to in the preceding paragraph was duly noticed and published in the Palatka Daily News on the 13<sup>th</sup> day of October, 2009, notifying the public that said Public Hearing would be held;

**WHEREAS**, all necessary steps have been taken to resolve issues of concern as raised by the City Commission; and,

**WHEREAS**, after receiving comment and input from the general public and concerning the general welfare of the citizens of the City of Palatka, it has been determined that it would be in the best interest of the City and its citizens to vacate and abandon that portion of the street more particularly described herein;

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

**SECTION I.** That the following streets or portions thereof are hereby vacated, abandoned, renounced, and disclaimed:

**DESCRIPTION OF PROPERTY:**

That portion of North 16th Street described as: lying westerly of Block 295 and easterly of Block 303 and lying southerly of Reid Street (SR 100/US 17) and northerly of St. Johns Avenue within the City of Palatka, Florida, as recorded in MB 2 Pages 5, 36 and 46 of the public records of Putnam County, Florida; and,

Reserving an easement for use by the grantor, its successors or assigns, for ingress, egress, utility, and drainage purposes.

**SECTION II.** This Ordinance shall take effect upon adoption.

**SECTION III.** Notice of the passage of this Ordinance and of the closing and vacating of the streets, or portion thereof, described herein, shall be published one (1) time within thirty (30) days from the adoption of this Ordinance in a newspaper published in Putnam County, Florida, announcing to the public the action of the City Commission in closing and vacating the street or a portion thereof described herein. Copy of this Ordinance as adopted and proof of publication of the notice of adoption of this Ordinance shall be recorded within the official records of Putnam County, Florida.

**SECTION IV.** 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 on this 22<sup>nd</sup> day of October, 2009.

**CITY OF PALATKA**

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

ATTEST:

\_\_\_\_\_

## Planning Board Staff Report September 1, 2009

**Case:** PB 08-29  
**Address:** N 16<sup>th</sup> Street between St. Johns Avenue and Reid Street  
**Applicant:** St. Johns Automotive Real Estate LLC  
**Request:** Request to close that portion of N 16<sup>th</sup> St. between St. Johns Avenue and Reid Street

### APPLICABLE CODE REFERENCE:

#### **Sec. 54-44. Board to act as supervisor of plats; approval of street dedications.**

The city planning board shall be the supervisor of plats. It shall provide rules and regulations governing the platting of all lands within the city and within the planning district, so as to require that such platting shall conform to the official map, and may, in behalf of the local government within the limits of which the land in question is situated, make such other requirements as may lawfully be made. All plans, plats, replats or descriptions showing the layout of any street, highway or alley upon private property, or of building lots in connection with or in relation to such highway, street or alley, to be dedicated to public use or to the use of purchasers or owners of lots fronting on or adjacent to such highway, street or alley, and located within the city or within the planning district, shall be submitted to the city planning board and approved by it before they shall be recorded. The disapproval or failure to approve of any such plan, plat, replat or description by the city planning board shall be deemed a refusal by the local government within the limits of which the land in question is situated, of the proposed dedication shown thereon. The approval of the city planning board shall be deemed an acceptance of the proposed dedication; but shall not impose any duty upon the city or any other local government concerning the maintenance or improvement of any such dedicated parts, until the proper authorities of the city or other local government shall have made actual appropriation of the same entry, use and improvement. (Code 1981, § 14-29)

### BACKGROUND:

The applicant is requesting to close N 16<sup>th</sup> Street in an “effort to enhance the security of the business’ assets and the safety of the business’ patrons.” The business (Beck Chevrolet) is located on both sides of the street they are requesting the City to close.

Notices to surrounding property owners were mailed; the advertisement was run; and departmental review requests sent to police, fire, water/sewer/streets/sanitation, building, gas and electric. Other utilities contacted by staff include: ATT, Comcast, Gas Authority, and Florida Power & Light. Department & utility company responses are included under “Considerations” below. Property was readvertised and notices resent to surrounding property owners in August since a motion by the Planning Board did not include a date certain to table the case to as required.

At the July 7, 2009 Planning Board meeting, the Board requested the applicant provide a detailed site plan and accident/incident report statistics at the next meeting.

### CONSIDERATIONS

A review of the Comprehensive Plan and the Municipal Code does not provide guidelines other than Section 54-44 above. Items to consider are:

- Safety – Police Dept. states first responders will have to use alternate routes but overall response time should not increase
- Chief Building Official – no issues but stated all utilities needed to be contacted

- Drainage – Streets Dept. states this section of N 16<sup>th</sup> St. contains storm catch basins and a storm line from St. Johns Ave. to Reid St. If the road is closed, the City would need an easement over the storm lines for maintenance
- Water/Sewer lines – Utilities Dept. states they have a 2” galvanized water line and a 6” clay sewer line in the 100 block of N 16<sup>th</sup> St. Since the house they served have been torn down they can cap these old lines.
- Public access – this street has historically been open for thru traffic. This will present a change of the traffic pattern and proper signage would need to be installed at the owner’s expense directing traffic to other streets.
- Impact to surrounding businesses and homes – we have received a response from one business owner who is opposed to the street closure.

**PHOTOS**



Posting on St. Johns Ave.



Facing east on Reid St.



Facing west on Reid St.



Posting on Reid St.

**PUBLIC NOTICE**

Notice is hereby given that the City of Palatka PLANNING BOARD will hold a public hearing at their regular meeting on Tuesday, September 1, 2009 at 4:00PM at City of Palatka City Hall, 201 North 2nd Street, for the purpose of hearing a:

Request for a conditional use for an indoor recreational facility.

Location: 815 S State Rd. 19  
Parcel#: 11-10-26-0000-0574-0043  
Requested by: FWI 5 LLC  
Agent: Sophannary Tang & Thai Hok

All interested parties are invited to attend this public hearing.

Debbie Banks  
Assistant Planning Director

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

PERSONS WITH DISABILITIES INTERESTED IN ATTENDING THIS MEETING AND REQUIRING ACCOMMODATIONS, SHOULD CONTACT THE CITY BUILDING DEPARTMENT AT 329-0103 AT LEAST 24 HOURS IN ADVANCE TO REQUEST SUCH ACCOMMODATIONS.

Legal No. 04844702  
08/14/09

**PUBLIC NOTICE**

Notice is hereby given that the CITY OF PALATKA PLANNING BOARD will hold a public hearing on September 1, 2009 at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

Request to close that portion of N 16th Street between St. Johns Ave. and Reid St.

Location: N 16th between St. Johns Ave. and Reid St.

Applicant: St. Johns Automotive Real Estate LLC

Agent: Juli Holmes  
Case: PB 08-29

All interested parties are invited to attend this public hearing.

Debbie Banks  
Assistant Planning Director

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

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

Legal No. 04544705  
08/14/09



# *City of Palatka*

*Building & Zoning*

*201 N. 2<sup>nd</sup> Street*

*Palatka, Florida 32177*

*386-329-0103 • Fax 386-329-0172*



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

## **PUBLIC NOTICE**

Notice is hereby given that the **CITY OF PALATKA PLANNING BOARD** will hold a public hearing on **September 1, 2009** at 4:00 P.M. at City Hall, 201 N 2nd St. for the purpose of hearing the following matter:

**Request to close that portion of N 16<sup>th</sup> Street between St. Johns Ave. and Reid St.**

**Location:** N 16<sup>th</sup> between St. Johns Ave. and Reid St.

**Applicant:** St. Johns Automotive Real Estate LLC

**Agent:** Juli Holmes      **Case:** PB 08-29

All interested parties are invited to attend this public hearing.

Debbie Banks  
Assistant Planning Director

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

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

Meeting called to order by Acting chairperson, Sue Roskosh at 4:00PM. **Members present:** Zachary Landis, Earl Wallace, Randy Braddy and Phil Leary. **Members absent:** Carl Stewart, Ezekiel Johnson, Clem Saccareccia, and Anthony Harwell. **Also present:** Assistant Planning Director, Debbie Banks; Recording Secretary, Pam Sprouse and City Attorney, Donald Holmes.

**Motion** made by Randy Braddy to approve the minutes of the May 5, 2009 meeting. Seconded by Sue Roskosh. All members present voted affirmative. Motion carried.

Phil Leary motioned to approve the minutes of the June 2, 2009 meeting and seconded by Randy Braddy. Motion carried.

\* **Case PB08-29** Address: N 16th from Reid St. to St. Johns Ave.  
Applicant: St. Johns Automotive Real Estate LLC  
Agent: Juli Holmes

Request: A request to close that portion of N 16th St from Reid St. to St. Johns Ave.

**(Public Hearing)**

Ms. Banks read a case overview memo from Planning Director Jim Lee, written on June 18, 2009 regarding the review and sufficiency of the application.

Breck Sloan, representing St. Johns Automotive Real Estate LLC d/b/a Beck Chevrolet, handed the Board an information packet, and explained some of the challenges they are facing with the current facility and the reason for the request. He spoke of safety concerns with traffic, security and theft. He stated there are 8 points that are open in that one section of 16<sup>th</sup> street. He added that they currently have liability insurance problems with respect to this facility, and trying to maintain the ability to keep the insurance on the facility. The insurance company has recommended securing the premises, which is difficult to do with a road running through it. He explained that one of the reasons for the delay with this request is that they were trying to get a better idea of the traffic patterns by doing their own counts with cameras and the help of the city staff, but this was inconclusive, as there were several factors such as: 50 employees entering and exiting 4 times a day, leaving out one side or the other of 16<sup>th</sup> Street, not to mention, the transition of vehicles from one lot to another. This made it difficult to determine how much of the traffic is dealership traffic and how much is through traffic. A traffic study as recommended by City staff, it would be cost prohibitive at approximately \$35,000.00 to \$50,000.00.

Mr. Leary asked Mr. Sloan if the matrix chart on page six were done by the Public Works Department.

Juli Holms, St. Johns Automotive Real Estate, stated that in an effort to determine what was internal and what was legitimately through traffic, and in an effort to aide City staff, they installed multiple of their own security cameras high enough to capture the Road for 3 to 4 days and turned the information into the City, however, as there is a time-lapse in the security filming, and with the internal and through traffic, they were not able to get a picture. This left the Planning Director uncomfortable with these counts as the numbers would not be as accurate as a Traffic Engineer could produce.

Case PB08-29 N 16th from Reid St. to St. Johns Ave. – continued

Discussion took place regarding the peak hours for traffic and the effect of this request on other businesses in the area.

Mr. Sloan stated that they have attached statements from various surrounding business and utility companies supporting the closure of the street. He stated that he has the support of the Police Department with regards to securing the lot and closing that section of 16<sup>th</sup> Street. Also attached, is a letter from Connie Walker of Department of Transportation who obviously they would deal with as far as driveway cuts or access to the facility if directly off of Reid Street stating that they would not be in opposition to this section of street closure as they are trying to eliminate some of the entry and exit points off of Reid St. Mr. Sloan advised that the GM Corporation has advised that this dealership is among the 60% remaining dealers, and that they were notified and will be held to certain facility improvements and requirements, including dual showrooms with certain square foot requirements. So they would have to look at this from a long-term standpoint versus the current facility. Their intent would be to simply redesign the dealership and entire lot to meet minimum facility requirements.

Discussion ensued regarding the possibility of securing the two blocks independently with fencing, crosswalks and speed bumps to effect immediate change.

Jason Brown, 1609 St. Johns Avenue, St. Johns Auto Body, stated that this request would adversely affect his business. He added that they have a very large recovery truck used for towing semi-tractor trailers and they need the access of that section of 16<sup>th</sup> Street to get this vehicle to their property, as well as other large delivery trucks that service his business and his customers that they have had for 31 years and they are expanding. He ended by stating that 16<sup>th</sup> Street cuts all the way back to State Rd. 20.

Kent Scroggins, 1609 St. Johns Avenue spoke in opposition of the request and stated that 16<sup>th</sup> Street is the main artery for his customers. He spoke in opposition of the request, stating that traffic safety has never been a problem with the previous dealership owner. He compared the proposed with Garber Auto Mall, in Green Cove Springs, stating that has left the other dealership locations in that area vacant. He stated that he believed a security problem would be minimized with a fence. As far as people getting run over on that section of 16<sup>th</sup> street, he has never seen that in the 32 years that he has been there and that signs and a crosswalk could minimize safety concerns.

Discussion continued regarding record data of traffic incidents for that street as well as accessibility and maneuverability of large towing and service type vehicles.

**(Regular Meeting)**

Discussions took place regarding vacating versus closing a road.

Case PB08-29 N 16th from Reid St. to St. Johns Ave. – continued

Mr. Sloan advised that he would be amenable to either option. He further shared that GM has asked that all dealership facilities meet new, more stringent, facility requirements with new dealer agreements that must be met within 12 months. Their challenge will be to bring the current facility up to full compliance by that time by redesigning the dealership and lot, in hopes not to have to relocate the facility. Mr. Sloan said that the request for a road closure, if approved, should allow them to be able meet the requirements they must be met, if they are not able to meet the requirements, the dealership facility will not be allowed to operate at the current location. So unless they can grow in some other direction, they will have to move the dealership.

Discussion continued.

**Motion** made by Phil Leary to recommend to the City Commission that the road be closed with the stipulation that the road be re-opened if the dealership fails. Motion failed for a lack of a second.

**Motion** by Zachary Landis to table this case to satisfy the end site plan and gain current traffic accident/incident reports for that portion of 16<sup>th</sup> Street. Seconded by Earl Wallace. Discussion: Mr. Leary suggested for time sake, maybe this request should be forwarded to the City Commission. Mr. Sloan stated that he had no problem providing the requested information. By a show of hands with 3 yeas and 1 nay, motion carried.

Ms. Holmes asked for clarity, what specific items the Board wanted to see as far as more information on the site plan.

Mr. Sloan advised that he had asked the Palatka Police Department for traffic reports for that portion of 16<sup>th</sup> Street and was told they could not provide that information. He said if the City could secure that information, he would love to have it as well. He also stated that he would forward a site plan that will be as envisioned in the end, with all the requirements met and the improvements done. It will include how the lot will transition, traffic flow, signage, parking, ingress/egress and fencing.

Mr. Landis stated that he wanted to see a completed plan, how it will look when all is said and done.

**Motion** made by Phil Leary to request that staff develop a road closing criteria or application. Seconded by Randy Braddy. All voting members voted affirmative. Motion carried.

## NEW BUSINESS

**Case PB 09-16** Address: Ashbrooke Estates  
Parcel(s): 10-10-26-0000-0010; 0020; 0030; and 0040  
Applicant: Kenneth M. & Susan M. Downs and Brooke D. & Jared Guy



# City of Palatka

Building & Zoning

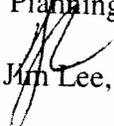
201 N. 2<sup>nd</sup> Street

Palatka, Florida 32177

386-329-0103 • Fax 386-329-0172



## MEMORANDUM

**DATE:** June 18, 2009  
**TO:** Planning Board  
**FROM:**  Jim Lee, Planning Director  
**SUBJECT:** N 16<sup>th</sup> from Reid Street to St. Johns Ave Street Closing request

As you are aware, this request has been continued several times by the Planning Board, at the applicant's request. The last continuance was approved by the Planning Board on April 24, 2009, until July 7, 2009. Prior continuances had been approved on November 4, 2008, January 6, 2009, February 3, 2009, March 3, 2009, April 7, 2009, and May 5, 2009. The reason for these continuations has been for the applicant to provide the Planning Board with information indicating the amount and direction of traffic on this portion of 16<sup>th</sup> Street.

Staff had worked with the applicant on gathering this information. But after review, it was determined not to be of sufficient quality to present to the Planning Board. The applicant had indicated that they would begin the process of hiring a traffic engineer to provide this information to the Planning Board.

On June 12, 2009, the applicant informed Staff that they would not be hiring a traffic engineer because of the costs involved, and requested that the street closing be heard by the Planning Board on July 7, 2009. Staff has notified all interested parties of the applicant's intent.

If I can provide any additional information, please let me know.

# Application for Street Closing/ Vacating Street Name Change/Vacating an Easement

This application must be typed or printed in black ink and submitted with any required attachments and application fee of \$130.00 (Checks payable to the City of Palatka) to:

City of Palatka Planning & Zoning  
201 N 2<sup>nd</sup> Street  
Palatka, FL 32177

Application Number: PB - 08-29

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

Hearing date: \_\_\_\_\_

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

## TO BE COMPLETED BY APPLICANT

Street Name and segment of street to be closed/vacated or legal description of easement to be vacated:

N 10<sup>th</sup> Street - Close segment between Reid street + St. Johns Ave

Street Type:

- Paved
- Brick
- Dirt
- Unopened

Total length of the street segment/easement:

Care - St. Johns = 1745.17 / Madison - Wapalaw = 2811.17

Total length of street/easement to be closed/vacated:

≈ 329 ft.

Why is the applicant requesting that the street segment/easement be closed or vacated?

In an effort to enhance the security of the bussiness' assets and the safety of the bussiness' patrons.

If the applicant owns property adjacent to the street segment/easement, attach copy of recorded deed including parcel number.

Survey (if required) or drawing of proposed area to be closed/vacated (Attached)

Owner Name: St. Johns Automotive Real Estate LLC

Owner Address: 1401 Reid St.

Palatka, FL 32177

Phone Number: \_\_\_\_\_

Agent Name: Juli Holmes

Agent Address: 2500 Hwy 17 N

Palatka FL 32177

Phone Number: 386-916-5258

RECEIVED

BY: \_\_\_\_\_

**This application submitted by:**

Signature of owner(s):

Preston B. Sloan Member/Manager  
Preston B Sloan St. Johns Automotive Real Estate, LLC

Signature of Agent(s):

Juli Holmes

Print Agent(s) names:

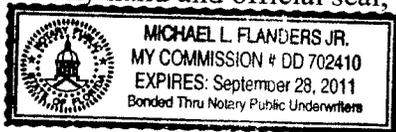
Juli Holmes

**STATE OF FLORIDA**

County of Putnam

Before me this day personally appeared Preston B Sloan / Juli Holmes who executed the foregoing application and acknowledged to and before me that Preston B Sloan / Juli Holmes executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 1<sup>st</sup> day of OCTOBER A.D. 2008.



[Signature]

Notary Public

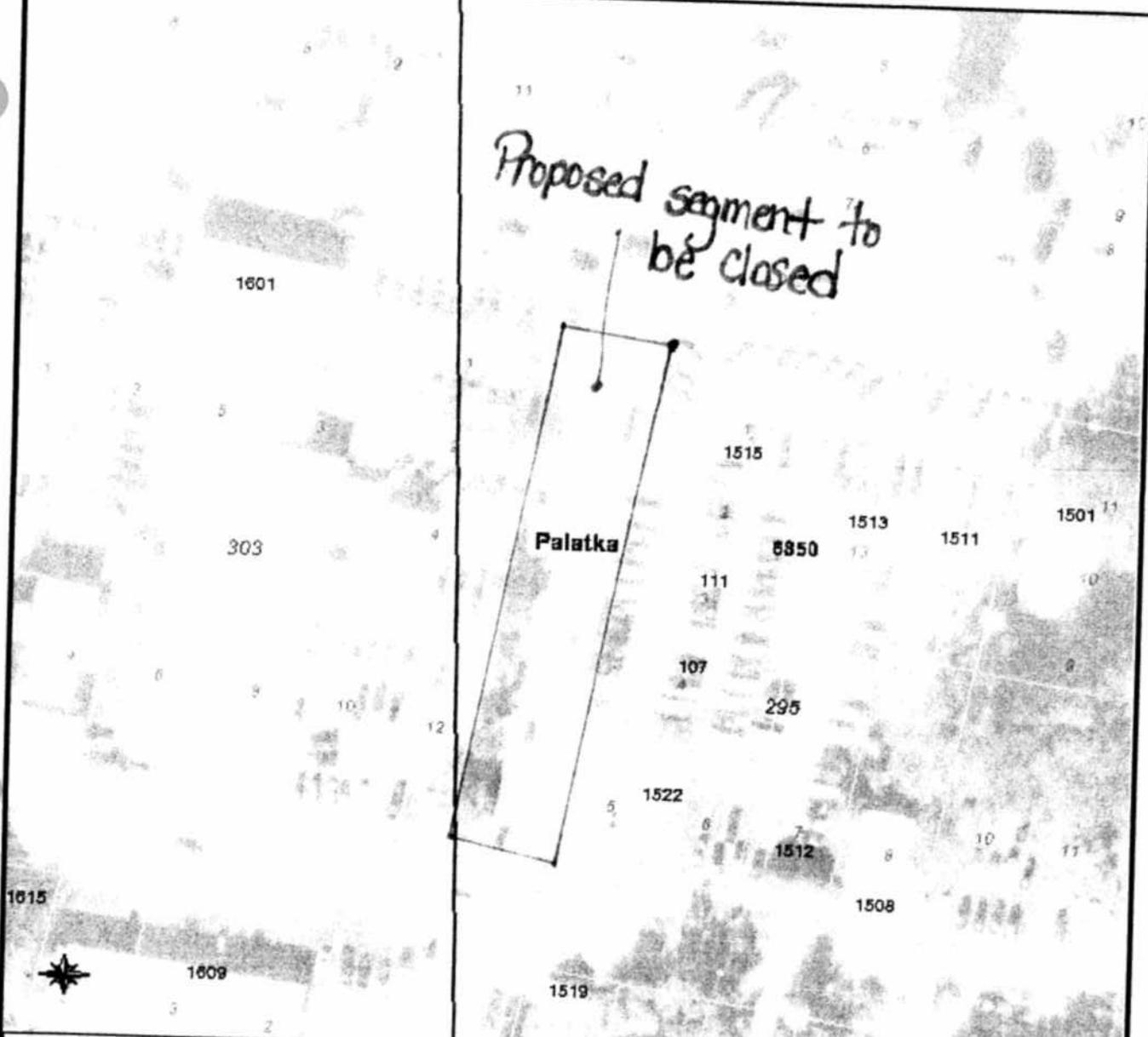
My commission expires:

09-28-2011

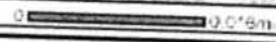
State of Florida at Large

FOR OFFICIAL USE ONLY			
Date Submitted	Received By:	Preliminary review by:	
Sign(s) Posted	Surrounding property owners notices sent:	Legal Ad Ran:	Attachments Reviewed:
Date:	Date:	Date:	<input type="checkbox"/> Legal Description
By:	By:		<input type="checkbox"/> Copy of Recorded Deed
			<input type="checkbox"/> Fees

# Putnam County



Today is 9/16/2008 - Putnam County, FL - GIS Office - Copyright 2008



Copyright 2008  
 Putnam County GIS  
 P.O. Box 307  
 Palatka, FL 32178



- Legend**
- Community Name
  - Addresses
  - Block Number
  - Lot Number
  - Township Range
  - Hydrography
  - Parcels
  - Subdivisions
  - Municipal Boundary
  - Canals
  - Interstates
  - Highways
  - Highways
  - Water
  - 2006 Aerials

Disclaimer: All provided Putnam County GIS data are to be considered a generalized spatial representation that is subject to revisions. This information is provided as a visual representation only and is not to be used as a legal or official representation of legal boundaries. The Putnam County Board of County Commissioners as well as the constitutional offices including the Clerk of the Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector assume no responsibility associated with its misuse.



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3600 DOT Road  
St. Augustine, FL 32084

STEPHANIE C. KOPELOUSOS  
SECRETARY

June 24, 2008

Beck Automotive  
256 US 17  
Palatka, FL 32177  
Attention: Juli Holmes

Dear Juli,

Per our meeting and conversations, we do not oppose the closing of 16<sup>th</sup> Street at SR 15 (US 17); however, the City of Palatka must make the final approval. If you move forward with this proposal, you will need to obtain a permit for the work within the department's right of way necessary to facilitate the street closure.

If you have any questions, please feel free to call me at (904) 825-5023.

Sincerely,

A handwritten signature in cursive script that reads "CB Walker".

Connie B. Walker  
Maintenance Permits Manager

City of Palatka  
Utilities Dept.  
1010 Ocean St.  
Palatka FL 32177

# Memo

**To:** Debbie Banks, Assistant Planning Director  
**From:** Ed Chandler, Superintendent of Streets  
**CC:** file  
**Date:** 10/10/2008  
**Re:** 100 block of N. 16<sup>th</sup> St.

---

This portion of 16<sup>th</sup> St. contains storm catch basins and a storm line from St. Johns Ave. to Reid St. If the road is closed we would need an easement over the storm lines for maintenance.

Ed Chandler, Superintendent



10/10/08

City of Palatka  
Utilities Dept.  
1010 Ocean St.  
Palatka FL 32177

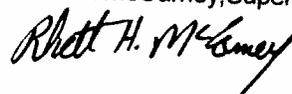
# Memo

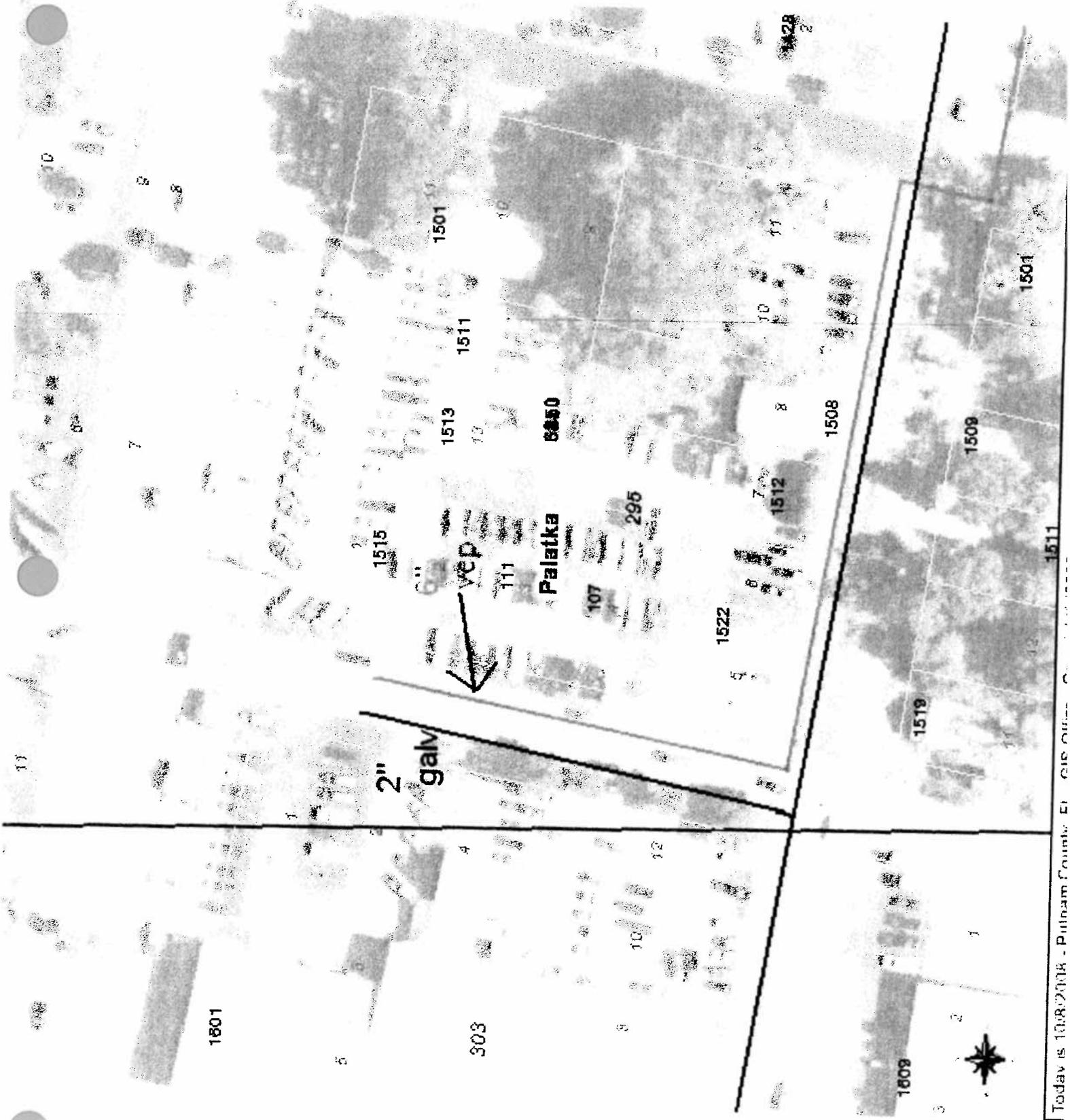
**To:** Debbie Banks, Assistant Planning Director  
**From:** Rhett McCamey, Superintendent of Utilities  
**CC:** file  
**Date:** 10/9/2008  
**Re:** 100 Block of N. 16<sup>th</sup> St. Closure

---

The Water and Sewer Dept. have a 2" galvanized water line and 6" clay sewer line in the 100 block of N. 16<sup>th</sup> St. They no longer serve anything since the houses have been torn down. If the street is closed we can cap off these old lines.

Rhett McCamey, Superintendent





October 7, 2008

To: Asst. Planner

Fm: ~~CBO~~

Re: Case 8-29

The only thing I can think of that would hinder closure would be utility lines if any. If FP&L and AT&T, Palatka Gas and city Public Works have no issues, I approve.

10/10/08

# MEMORANDUM



**TO:** JIM LEE, PLANNING DIRECTOR  
**FROM:** GARY GETCHELL, CHIEF OF POLICE *gpe*  
**SUBJECT:** POLICE DEPARTMENT REVIEW OF PROPOSED STREET CLOSURE OF S. 16TH STREET  
BETWEEN REDI STREET AND ST. JOHNS AVENUE  
**DATE:** OCTOBER 9, 2008  
**CC** CMDR FELS, FILE

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The Police Department is not opposed to the closure of 16<sup>th</sup> Street between Reid Street and St. Johns Avenue; however, the closure of any street does affect the routes utilized for public safety response. Obviously, the closure would require first responders to use alternate routes to respond to calls-for-service, but should not increase overall response times.

1010 Ocean Street  
Palatka, FL 32177  
Tel. (386) 329-0107  
Fax (386) 326-2788

*City of Palatka Public Works*  
*Sanitation/Streets Division*

**To:** Debbie Banks, Assistant Director PZ & B

**From:** Woody Boynton, Public Works Director

**Date:** October 22, 2008

**RE:** N. 16<sup>th</sup> Street between Reid Street and St. Johns Ave.

---

We take no exception to vacating this portion of N. 16<sup>th</sup> Street as long as the City is given an easement over the utilities currently existing at this location. The transfer should also include that no permanent structures may be built upon the property. However, without a site plan to review, it is difficult to make a comprehensive review of the proposal and ensure that appropriate safety measures are taken at St. Johns Ave and Reid Street (i.e. signage, curbing etc.). Therefore, we request that a site plan be submitted and reviewed prior to the property being vacated.

It would be appropriate to conduct traffic counts in this area to determine what affects closing the street would have on other residents or commercial users in the area. It is recommended that this traffic count include turning traffic into Beck's Service Center as it appears that much of the traffic currently using this street is for access to the service center. Cut-through traffic for areas south of this location can still be maintained at 15<sup>th</sup> or 17<sup>th</sup> Street and turn lanes exist at both intersections with Reid Street.

It is my understanding that a letter has been received from FDOT indicating that they take no exception to the lane closure. A permit from the FDOT should be solicited by the applicant and any conditions of the permit incorporated into the City's permit.

Should you have any questions, please call.



**Planning Board Minutes & Proceedings**

**September 1, 2009**

**Page 1 of 4**

Meeting called to order by Chairman Carl Stewart at 4:00PM. **Members present:** Sue Roskosh, Randy Braddy, Ezekiel Johnson, Zachary Landis, Earl Wallace, Phil Leary and Anthony Harwell. **Members absent:** Clem Saccareccia. **Also present:** Building & Zoning Department Director, Debbie Banks; Recording Secretary, Pam Sprouse and City Attorney, Donald Holmes.

**Motion** made by Randy Braddy and seconded by Sue Roskosh to approve the minutes of the August 4, 2009 meeting. All present voted affirmative, motion carried.

Debbie Banks read **“To Appeal Any Decision.”**

Carl Stewart requested that disclosure of any **“Ex Parte Communication”** be made prior to each case.

**OLD BUSINESS**

**Case PB 08-29**

**Address:** N. 16<sup>th</sup> Street between St. Johns Avenue and Reid Street

**Applicant:** St. Johns Automotive Real Estate LLC

**Agent:** Juli Holmes

**Request:** to close that portion of N. 16<sup>th</sup> Street from Reid Street to St. Johns Ave.

**(Public Hearing)**

Ms. Banks advised that this case was re-noticed and re-advertised, as the case was not continued to a date specific at the last meeting, and that she did not receive any comments from the general public since the new notifications.

Ms. Juli Holmes, 256 N. Highway 17 - Agent for the owner, stated that she spoke with Captain Beaton of the Sheriff's department in an effort to obtain the data requested and was advised that it would not be an extremely accurate report, as their system is designed to dispatch only. In the event of an emergency in that portion of N. 16<sup>th</sup> Street, the call for emergency service would most likely come from the dealership, and the emergency response vehicles would be dispatched to their Reid Street address.

Breck Sloan, 256 Highway 17 N., representing St. Johns Automotive Real Estate LLC, shared a rendering of the proposed site plan. He stated the one item not on the proposed plan was the fencing, that it would be further considered.

Mr. Braddy asked whether the location on the drawing for water retention was a result of engineering and the storm water basins that are located on that portion of N 16<sup>th</sup> St. or was it hypothetical.

Case PB 08-29 - continued

Mr. Sloan advised that it was purely a hypothetical location, that it was just put on the drawing representing the most logical spot, as they have not yet hired an engineer or gone through the Water Management process. He addressed one of the concerns that were brought up at the last meeting by St. Johns Auto Body, the inconvenience to their business and the ability to allow the large wrecker/tow trucks to ingress and egress their property. He stated that they researched the size of 15<sup>th</sup> and 17<sup>th</sup> Streets, stating that they are very wide and then shared a short video presentation of a large tow truck towing a tractor trailer, focusing on the radius needs of the large tow being met (viewed from the S. E. corner of St. Johns Ave and the 17<sup>th</sup> Street intersection, as well as the S.E. corner of 15<sup>th</sup> and St. Johns Ave). He ended by saying that they acknowledge a minor inconvenience to St. Johns Auto Body to have to make an extra turn and wants to cooperate in any fashion they can as not to impede too much on their business.

Jason Brown, 1609 St. Johns Ave. showed pictures depicting the difficulty he has had with large tows, such as the log truck they towed following the tragedy of the East Palatka Fruit Market recently. He explained the difficulty they had meeting the required turning radius, stating that they had to stop traffic to make the turns. He forwarded a signed petition from neighboring residences on 16<sup>th</sup> St. and the businesses on each corner of St. Johns Ave. in opposition of this request. He ended by saying that he would also be concerned about the drainage in that area of N. 16<sup>th</sup> Street as there are currently 7 drains on that street and there is still flooding there with heavy rains.

Kent Scroggins, owner of St. Johns Auto Body at 1609 St. Johns Ave., spoke in opposition. He stated that there is a lot more traffic on St. Johns Avenue than there used to be and the traffic uses those cross streets to get to Reid St. If the cross streets are closed it will back up traffic on St. Johns Ave. He referred to today's economy and the unoccupied dealership buildings in Green Cove Springs, stating that two city blocks is not enough to grow a dealership. He ended by saying that we need to grow the town and that closing an improved road would have a lasting effect on the city and its citizens.

Larry Batts, 112 S. 17<sup>th</sup> Street, spoke in opposition of the request. He agreed with previous statements made by the last two persons. He stated that he would be concerned of safety in an emergency situation by taking away a cross road, a life could be lost as every second counts in an emergency and he does not think it is fair to close a road just because the property owner wants it that way.

Wayne Bullock of WPLK stated that he is located on 15<sup>th</sup> Street, and has no objections to the request and that we need to keep that business right where it is.

Phil Leary stated that originally his adamancy of not closing the road was safety, and with looking at the site plan proposed with regards to drainage and ingress and egress and traffic flow in the system, he believes positives will out weight the negatives and that we need to foster land development and redevelopment.

Case PB 08-29 - continued

Ms. Roskosh disagreed with what Mr. Leary had to say, stating that she believes that we will be creating more problems closing a street that is used so much and that it would be a handicap to those that are in that area.

Zachary Landis advised that he was able to obtain a report from the Sheriff's department, and there were three reported accidents in the past three years all occurring at lunch time by the dealership employees and he did not believe that there was a traffic safety issue. That while we are a growing community, a small change on a teetering economy can have a devastating effect on the existing businesses located around that area. He ended by saying that as he would love to have the dealership in the City, we need to think about the people, if they have a plan B some of the other business that are located down there may not and we cannot make one business better than the other.

Mr. Stewart stated that the Planning Board does not relish giving away any public right-of-way.

Randy Braddy commented that he believed that it was terribly unfair in this economy for a large corporate entity to make these demands on the dealership after the taxpayers of this country have preformed a quadruple bypass to keep them in business. He believes it is far removed from the old anthem "Chevrolet - The Heart Beat of America" although he appreciates the dealer trying to control expenses in presenting this to the Planning Board at the same time, to consider a substantial request where you have to rely on precedence and good judgment where you do not have a clear ability to define a major issue such as safety, or succinctly define the traffic flow through there, as well as, the storm water issues that are going to be substantial. He ended by saying that without specific procedural guidelines to go by you must use the best judgment you can. He would not be for closing this street.

**(Regular Meeting)**

**Motion** made by Randy Braddy and seconded by Anthony Harwell to deny the request to close that portion of N. 16<sup>th</sup> Street from Reid Street to St. Johns Ave. All present voted, motion carried with 7 yeas and 1 nay.

---

**NEW BUSINESS**

**Case PB 09-21**

**Address:** 815 S. State Rd. 19  
**Parcel:** 11-10-26-0000-0574-0043  
**Applicant:** FWI 5 LLC co/Bruce Strumph Inc.  
**Agent:** Sophannary Tang & Thai Hok

**Request:** for a Conditional Use to operate an indoor entertainment facility in a C-2 zoning district



REID STREET

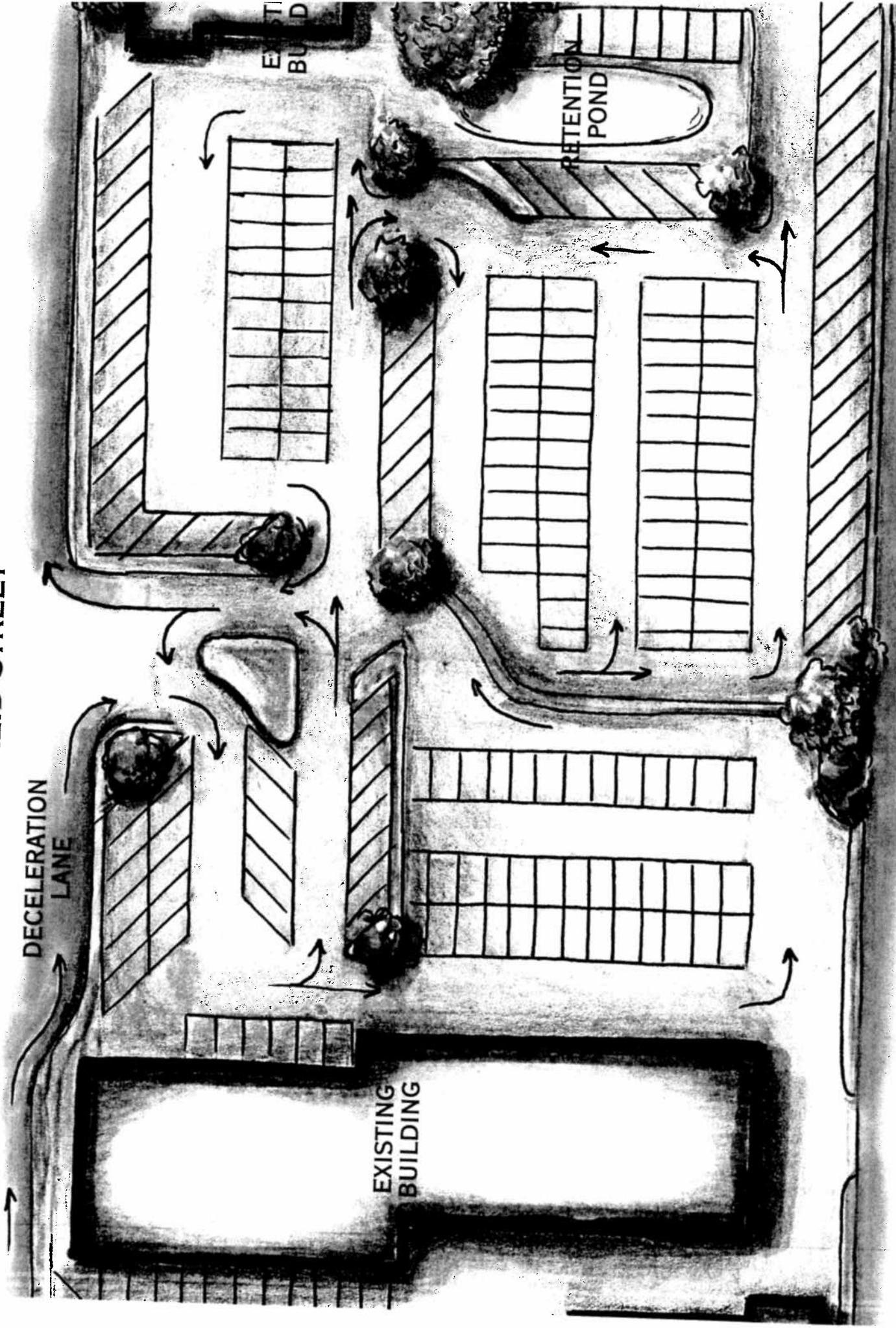
DECELERATION  
LANE

EXISTING  
BUILD

RETENTION  
POND

EXISTING  
BUILDING

ST. JOHNS AVENUE



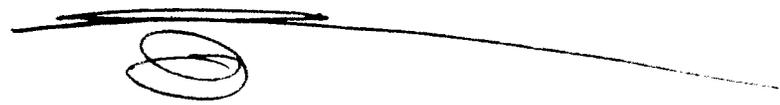
# St. Johns Auto Body

1609 St. Johns Ave Palatka, FL 32177  
 Shop#(386)328-4688 Fax (386)325-6272

This petition is to stop the forgoing closer of 16<sup>th</sup> st between Hwy 17 & St Johns Ave.

Surrounding Business Owners		Home Owners And Renters	
NAME	Ph#	NAME	Ph#
Herman Nales	386-329-9135	Indic Air Inc	386-325-5095
Robin Anderson	386-324-1298		
Bill Whitlocke	386-546-8622		
Pat Davis	386-328-9092		
Paula Dean	910 585-8334		
Brandon Gray	386-213-7568		
Calvin & Sylvia	386-325-5176	Griffin Gear Cars	
John & Mary	Same	Same	
William R. Clark	386-325-0112	Dominos Pizza	386-325-0112
John Carver	386-325-0112		
Ann Hester	386-325-0112		
Josh Hester	386-325-0112		
Alan Babin	386-325-5942		
Ed Wilson	328-3950		
Leo Dany	328-1953	Palatka Buffet	328-1953
Mary River			
Online McMula	328-1468	Palatka, Fla	
Drayne Simon	325-5701	Palatka, Fla	
Sylvia Simon	325-5701	Fla, FL	
Darrell Simon	325-5701	Fla, FL	
Suzanne Nales	329-9135	PALATKA	
Frank Burkes	649-4687	Palatka	
Rich. Hall	386-0189	"	
Katech 2 Mark	328-7219	Merrillville	328-7219
		Wata & Major	328-7219

W









Point: 8158.80° N, 81.38.43.20° W, elev: 22 ft

© 2008 TeleAtlas  
Leandro St

Expand 2464 m

S 19th St

Gillis St

S 18th St

S 17th St

S 16th St

S 15th St

S 14th St

S 13th St

Oaks St

St John's Ave

Reid St

N 19th St

N 18th St

N 17th St

N 15th St

14th St

19th St

N 16th St

N 14th St

N 13th St

Oliver St

Madison St

100

17



# Segment Proposed to Close



# Site Plan

Fence perimeter for safety & security

Install speed bumps to slow traffic

Gates to secure facility but allow access if needed







**Case PB 08-29 – 16<sup>th</sup> Street closing request**

Two cameras were utilized to provide an accounting of traffic on S 16<sup>th</sup> Street to include where the traffic was coming from and where it was going. Camera 31 captured S 16<sup>th</sup> Street from the service driveway to the intersection of Reid Street and 16<sup>th</sup>. Camera 26 captured that traffic at the intersection of S 16<sup>th</sup> Street and St. Johns Avenue but did not provide information on where the traffic came from traveling toward St. Johns Avenue or where the traffic went once out of camera range when turning off St. Johns Avenue.

March 10, 2009 was the only day captured by the cameras when the traffic counters were also in place on S 16<sup>th</sup> Street. Trips were counted from 7:00AM to 9:00AM and from 4:00PM to 6:00PM.

Camera 26 and 31 from 7:00AM to 9:00AM:

- 35 vehicles entered from St. Johns Avenue
- 25 vehicles entered from Reid Street
- **60 vehicles entered 16<sup>th</sup> Street**
- **43 vehicles passed thru**
- Internal trips were not counted

**43 of the 60 vehicles (72%) that entered from either St. Johns Avenue or Reid Street passed thru during this time period.**

Camera 26 and 31 from 4:00PM to 6:00PM:

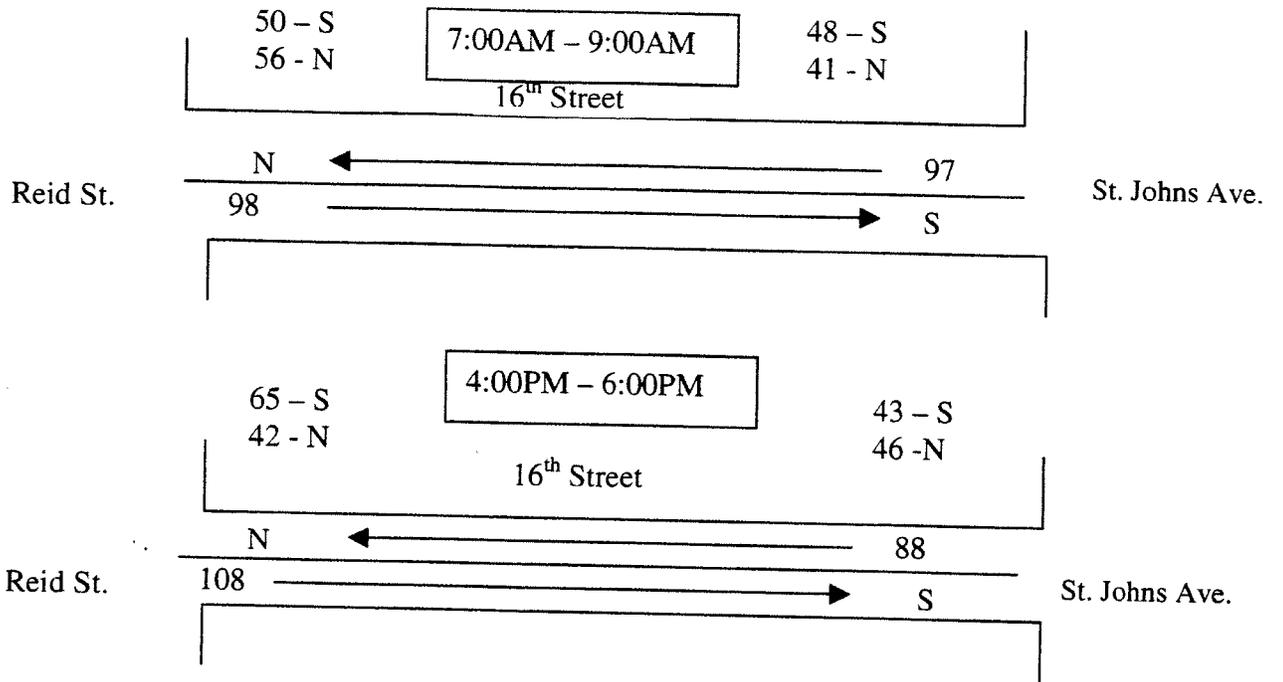
- 43 vehicles entered from St. Johns Avenue
- 54 vehicles entered from Reid Street
- **97 vehicles entered 16<sup>th</sup> Street**
- **71 vehicles passed thru**
- Internal trips were not counted

**71 of the 97 vehicles (73%) that entered from either St. Johns Avenue or Reid Street passed thru during this time period.**

The City Manager requested traffic counters from Putnam County Public Works be placed on 16<sup>th</sup> Street. The March 10, 2009 counter data is as follows:

Time	Counter nearest St. Johns Ave.		Counter nearest Reid St.		Total North	Total South
	North	South	North	South		
7:00AM - 8:00AM	27	23	31	19	58	42
8:00AM - 9:00AM	14	25	25	31	39	56
	41	48	56	50	97	98
4:00PM - 5:00PM	32	35	32	36	64	71
5:00PM - 6:00PM	14	8	10	29	24	37
	46	43	42	65	88	108

The majority of all trips are passing through from Reid St. to St. Johns Avenue or vice versa.





## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3600 DOT Road  
St. Augustine, FL 32084

STEPHANIE C. KOPELO  
SECRETARY

June 24, 2008

Beck Automotive  
256 US 17  
Palatka, FL 32177  
Attention: Juli Holmes

Dear Juli,

Per our meeting and conversations, we do not oppose the closing of 16<sup>th</sup> Street at SR 15 (US 17); however, the City of Palatka must make the final approval. If you move forward with this proposal, you will need to obtain a permit for the work within the department's right of way necessary to facilitate the street closure.

If you have any questions, please feel free to call me at (904) 825-5023.

Sincerely,

Connie B. Walker  
Maintenance Permits Manager

1010 Ocean Street  
Palatka, FL 32177  
Tel. (386) 329-0107  
Fax (386) 326-2788

*City of Palatka Public Works*  
*Sanitation/Streets Division*

**To:** Debbie Banks, Assistant Director PZ & B

**From:** Woody Boynton, Public Works Director

**Date:** October 22, 2008

**RE:** N. 16<sup>th</sup> Street between Reid Street and St. Johns Ave.

---

We take no exception to vacating this portion of N. 16<sup>th</sup> Street as long as the City is given an easement over the utilities currently existing at this location. The transfer should also include that no permanent structures may be built upon the property. However, without a site plan to review, it is difficult to make a comprehensive review of the proposal and ensure that appropriate safety measures are taken at St. Johns Ave and Reid Street (i.e. signage, curbing etc.). Therefore, we request that a site plan be submitted and reviewed prior to the property being vacated.

It would be appropriate to conduct traffic counts in this area to determine what affects closing the street would have on other residents or commercial users in the area. It is recommended that this traffic count include turning traffic into Beck's Service Center as it appears that much of the traffic currently using this street is for access to the service center. Cut-through traffic for areas south of this location can still be maintained at 15<sup>th</sup> or 17<sup>th</sup> Street and turn lanes exist at both intersections with Reid Street.

It is my understanding that a letter has been received from FDOT indicating that they take no exception to the lane closure. A permit from the FDOT should be solicited by the applicant and any conditions of the permit incorporated into the City's permit.

Should you have any questions, please call.

October 7, 2008

To: Asst. Planner

Fm: CBO

Re: Case 8-29

The only thing I can think of that would hinder closure would be utility lines if any. If FP&L and AT&T, Palatka Gas and city Public Works have no issues, I approve.

City of Palatka  
Utilities Dept.  
1010 Ocean St.  
Palatka FL 32177

# Memo

**To:** Debbie Banks, Assistant Planning Director  
**From:** Ed Chandler, Superintendent of Streets  
**CC:** file  
**Date:** 10/10/2008  
**Re:** 100 block of N. 16<sup>th</sup> St.

---

This portion of 16<sup>th</sup> St. contains storm catch basins and a storm line from St. Johns Ave. to Reid St. If the road is closed we would need an easement over the storm lines for maintenance.

Ed Chandler, Superintendent



10/10/08

**City of Palatka  
Utilities Dept.  
1010 Ocean St.  
Palatka FL 32177**

# Memo

**To:** Debbie Banks, Assistant Planning Director  
**From:** Rhett McCamey, Superintendent of Utilities  
**CC:** file  
**Date:** 10/9/2008  
**Re:** 100 Block of N. 16<sup>th</sup> St. Closure

---

The Water and Sewer Dept. have a 2" galvanized water line and 6" clay sewer line in the 100 block of N. 16<sup>th</sup> St. They no longer serve anything since the houses have been torn down. If the street is closed we can cap off these old lines.

Rhett McCamey, Superintendent  
*Rhett H. McCamey*

MEMORANDUM



TO: JIM LEE, PLANNING DIRECTOR  
FROM: GARY GETCHELL, CHIEF OF POLICE *gpe*  
SUBJECT: POLICE DEPARTMENT REVIEW OF PROPOSED STREET CLOSURE OF S. 16TH STREET  
BETWEEN REDI STREET AND ST. JOHNS AVENUE  
DATE: OCTOBER 9, 2008  
CC CMDR FELS, FILE

---

The Police Department is not opposed to the closure of 16<sup>th</sup> Street between Reid Street and St. Johns Avenue; however, the closure of any street does affect the routes utilized for public safety response. Obviously, the closure would require first responders to use alternate routes to respond to calls-for-service, but should not increase overall response times.



Pete Hassett  
Area Mgr Osp PIng & Eng Design  
900 Nova Rd  
Daytona Beach, FL 32117

December 16, 2008

Juli Holmes  
256 Hwy 17 N  
Palatka, FL 32177

of: 386.328.8863 ext. 172

Subject: ***Petition to vacate Streets and Right of Ways:  
Abandon a portion of N 16<sup>th</sup> St between Reid St and St. John's Av located in Putnam  
County, FL. The street borders the following parcels.  
PARCELID 37-10-26-6850-3030-0010  
PARCELID 42-10-27-6850-2950-0010  
PARCELID 42-10-27-6850-2950-0030  
PARCELID 42-10-27-6850-2950-0040  
PARCELID 42-10-27-6850-2950-0050***

To Ms. Holmes:

Our engineering department has reviewed the above referenced request. Presently, AT&T has existing facilities in the area. AT&T objects to the abandonment of the above referenced Right of Way unless a utility easement is recorded or arrangements are made to have the facilities placed out of service. The approximate cost to have the facilities placed out of service is \$750.00.

If further assistance is needed, please do not hesitate to call, **Earl Beck**, at **386.257.7994**.

Thank You,

  
Pete Hassett  
Area Mgr Osp PIng & Eng Design

DOC & BAC Inc  
114 Lisa Lane  
Palatka FL 32177

June 23, 2008

To Whom It May Concern:

I am the owner of the strip mall located at 1606 Reid Street. I am writing this letter in support of the closure of Sixteenth Street. I understand that St. Johns Chevrolet Pontiac Buick GMC LLC would like to close the street to thru traffic in an effort to increase security to the premises as well as gain the ability to provide a safer environment for the patrons who are shopping on the car lots.

As a business owner in the same general vicinity I certainly understand the need to increase security and the concern for safety as expressed. I do not see the closure of Sixteenth Street causing any harm to me, my business or my patrons. There are plenty of suitable alternatives for the vehicles that are currently using Sixteenth Street; both Fifteenth and Seventeenth streets are readily accessible for daily traffic and both routes are as convenient a route as Sixteenth Street.

Thank you very much for your time.

Sincerely,



Gregory Bacon  
DOC & BAC Inc

Wayne & Barbara Bullock  
1428 St. Johns Ave  
Palatka FL 32177

June 23, 2008

To Whom It May Concern:

I am the owner of the building located at 1428 St. Johns Avenue. I am writing this letter in support of the closure of Sixteenth Street. I understand that St. Johns Chevrolet Pontiac Buick GMC LLC would like to close the street to thru traffic in an effort to increase security to the premises as well as gain the ability to provide a safer environment for the patrons who are shopping on the car lots.

As a business owner in the same general vicinity I certainly understand the need to increase security and the concern for safety as expressed. I do not see the closure of Sixteenth Street causing any harm to me, my business or my patrons. There are plenty of suitable alternatives for the vehicles that are currently using Sixteenth Street; both Fifteenth and Seventeenth streets are readily accessible for daily traffic and both routes are as convenient a route as Sixteenth Street.

Thank you very much for your time.

Sincerely,

  
Wayne Bullock

Randal S Matthews Inc  
1202 Carr Street  
Palatka, FL 32177

June 23, 2008

To Whom It May Concern:

I am the owner of the Matthews Business Park located at 1400 Reid Street. I am writing this letter in support of the closure of Sixteenth Street. I understand that St. Johns Chevrolet Pontiac Buick GMC LLC would like to close the street to thru traffic in an effort to increase security to the premises as well as gain the ability to provide a safer environment for the patrons who are shopping on the car lots.

As a business owner in the same general vicinity I certainly understand the need to increase security and the concern for safety as expressed. I do not see the closure of Sixteenth Street causing any harm to me, my business or my patrons. There are plenty of suitable alternatives for the vehicles that are currently using Sixteenth Street; both Fifteenth and Seventeenth streets are readily accessible for daily traffic and both routes are as convenient a route as Sixteenth Street.

Thank you very much for your time.

Sincerely,



Randy Matthews  
Randal S Matthews Inc



**FLEET & ASSOCIATES**  
ARCHITECTS/PLANNERS, INC.

Robert S. Fleet, AIA  
Janis K. Fleet, AICP AA C001226

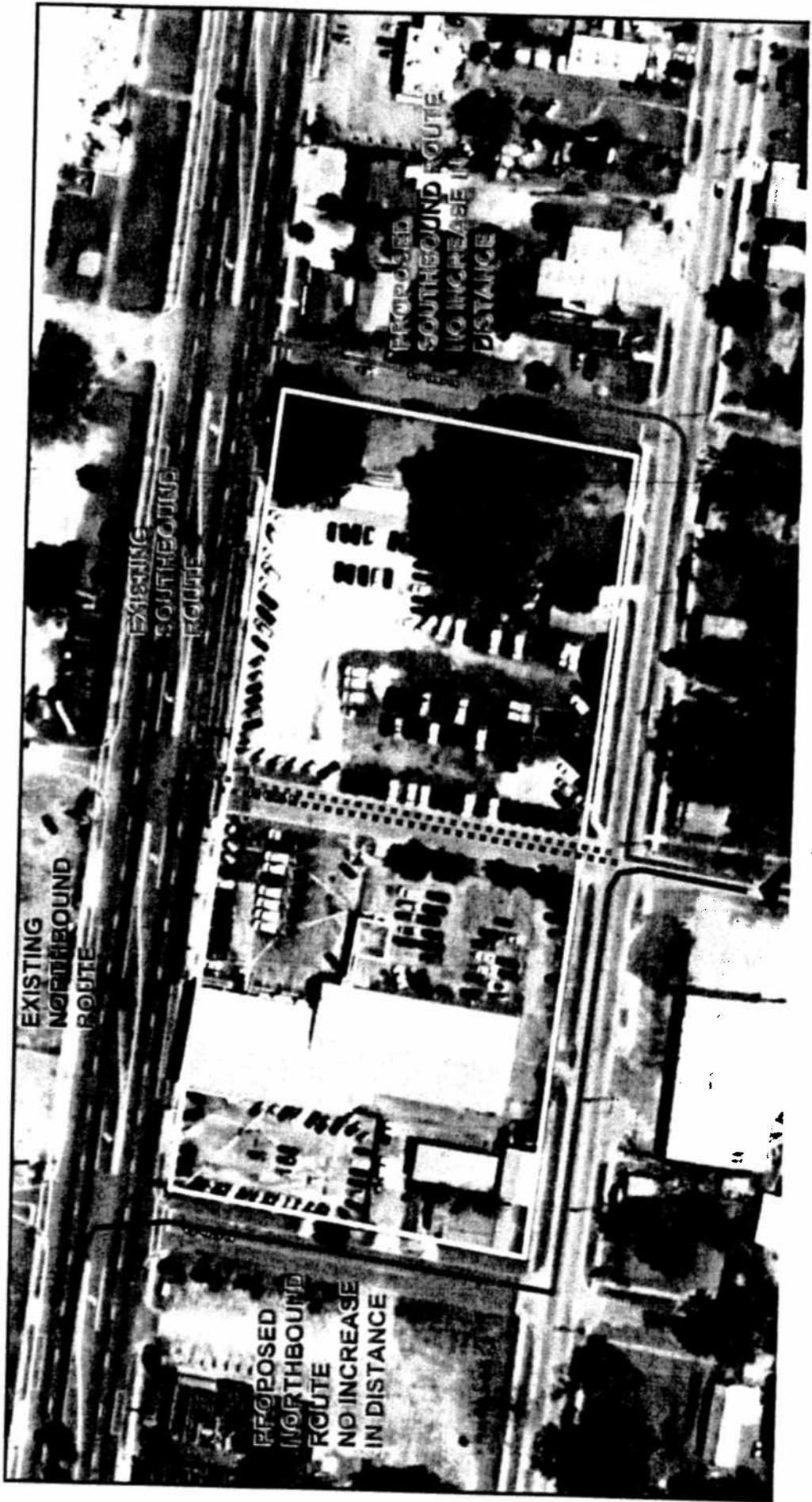
## **CLOSURE OF 16<sup>TH</sup> STREET FROM ST. JOHNS AVENUE TO REID STREET**

The Beck GM Dealership has requested the closure of 16<sup>th</sup> Street, for 1 block between Reid and St. Johns Avenue, to allow the dealership to remain at its current location at 1601 Reid Street. The failure to close 16<sup>th</sup> Street, would create a hardship for the Beck Dealership. Following is a list of issues for consideration by the City Commission related to the road closure:

- **The Street Closure is a Requirement to Maintain the Dealership**
  - General Motors (GM) is in the process of closing approximately 40% of its dealerships nationwide. The Beck GM dealership has been selected to continue its operation.
  - GM does not allow a dealership to be divided by a right of way.
  - A requirement for the dealership to continue to exist is to upgrade and renovate the existing dealership to meet new standards.
  
- **Economic Impact of the Dealership**
  - The dealership pays property taxes to the City of Palatka.
  - Beck GM dealership provides jobs for 100 employees
  
- **Development/Redevelopment of Reid Street/St. Johns Avenue**
  - If the dealership closes, the property could be vacant for many years, which would be an eye sore for the City.
  - In Green Cove Springs, property previously occupied by automobile dealerships, has remained vacant for over 6 years.
    - One of the goals of Green Cove Springs Tomorrow's Vision Plan was to promote the redevelopment of the vacant dealerships
  - The renovation of the dealership would promote continued redevelopment of the Reid Street/St. Johns Avenue corridor.
  
- **Impact on Traffic Patterns**
  - No additional travel distance because cars must turn on Reid Street.
  - 16<sup>th</sup> Street is closed north of Reid Street.
  - 16 Street is only open for 3 blocks south of the dealership.
  - 15<sup>th</sup> and 17<sup>th</sup> Streets are through/collector streets.

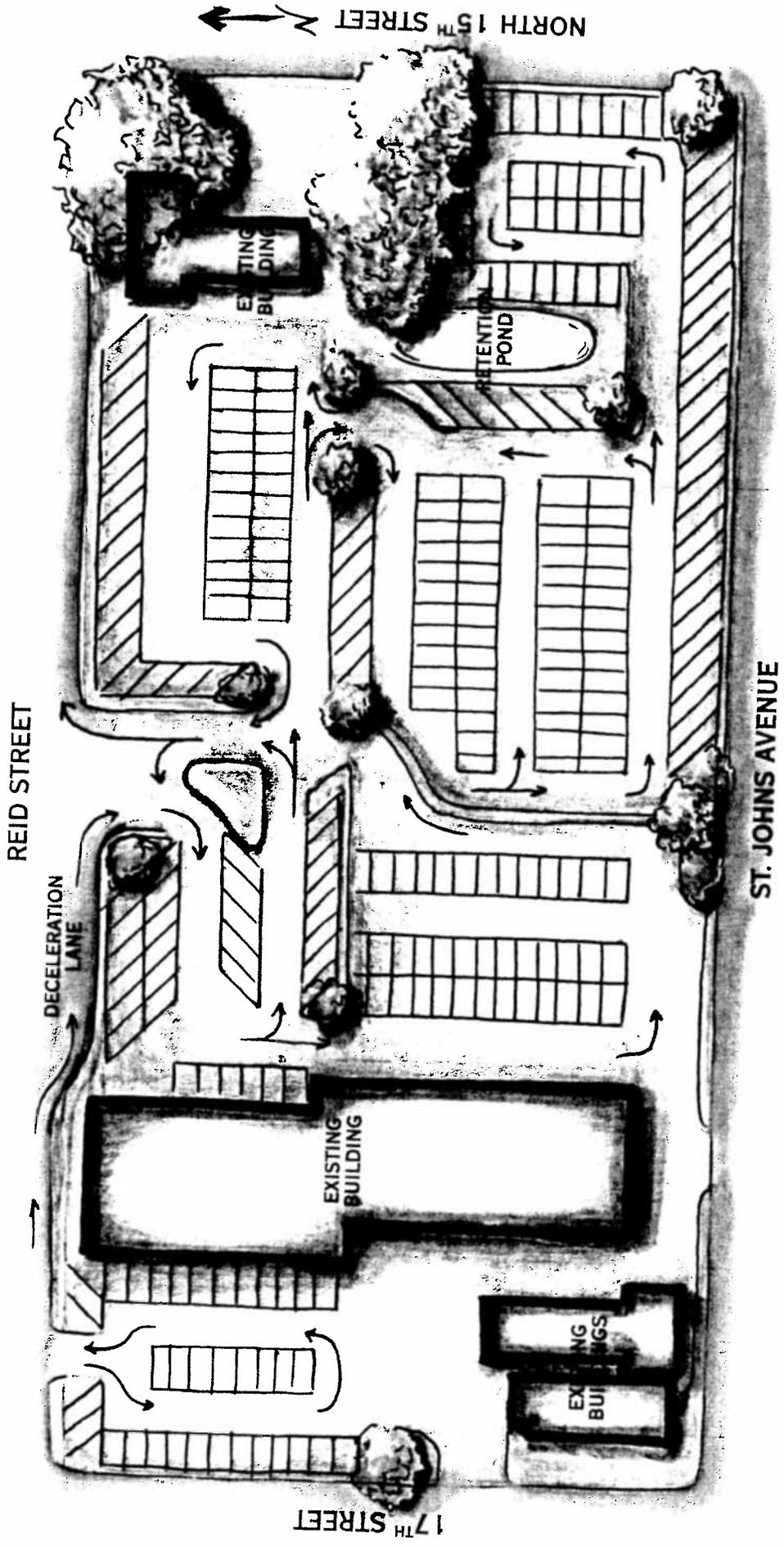
**Closure Of 16<sup>th</sup> Street From St. Johns Avenue To Reid Street**  
**Page Two**

- **Benefit of Renovated Dealership**
  - Improved visual appearance.
  - Construction jobs created.
  - Increased property taxes.
  - Increased safety to customers.
  
- **Conditions to the Road Closure offered by the Beck GM Dealership**
  - Beck will provide an easement to the City for access to any utilities.
  - No structures will be constructed on closed right of way.
  - The order for road closure will contain a reverter clause, that if the current Beck ownership group sells the dealership or vacates the property in any way, 16<sup>th</sup> Street would be dedicated back to the City and the right of way reconstructed to its 2009 condition at the dealership's expense.
  - Beck will pay the City the assessed value of the property acquired through the road closure.



**VACANT DEALERSHIP ON U.S. 17 IN  
GREEN COVE SPRINGS  
SOME PROPERTY VACANT SINCE 2003**





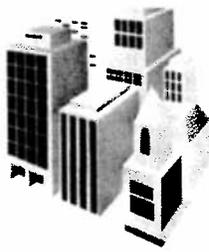
BECK CHEVROLET BUIK PONTIAC GMC  
 1601 REID STREET  
 PALATKA, FL 32177

**PROPOSED SITE PLAN FOR CLOSING NORTH 16TH STREET**

DATE: 11/11/03  
 DRAWN BY: [Signature]

*Agenda  
Item*

6



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

# Memorandum

**To:** Palatka City Commission & Staff  
**From:** Betsy Driggers, City Clerk  
**Cc:** Members, General Employees' Pension Board; Blake Myton,  
SunTrust Capital Management; and Burgess Chambers, BCI  
**Date:** October 1, 2009  
**Re:** Ordinance Amending the General Pension Fund Investment Policy

---

Following this memorandum you will find an ordinance amending Chapter 2 of the City of Palatka Code of Ordinances regarding changes to the General Employees' Pension Plan Investment Policy. These changes are as discussed during the September 15 meeting of the Palatka General Employees' Pension Board, wherein the Board voted to send this ordinance to the City Commission for adoption. Those minutes are also attached.

This recommendation came at the request of and per the recommendation of both Blake Myton with SunTrust Capital, the Fund's Investment Manager, and Burgess Chambers, the Fund's Investment Monitor. The Board voted unanimously to send this recommendation to the City Commission.

~~Please take action to pass this ordinance on first reading.~~ \* A second reading for adoption will be before the Commission on October 22, 2009.

*passed on 1st reading 10-8-09*

This instrument prepared by:  
Betsy J. Driggers  
201 N. 2<sup>nd</sup> Street  
Palatka FL 3217

ORDINANCE NO. 09- \_\_\_\_\_

entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY AMENDING THE INVESTMENT POLICY STATEMENT OF THE CITY OF PALATKA GENERAL EMPLOYEES RETIREMENT PLAN; AMENDING SEC. 2-204, INVESTMENT PERFORMANCE OBJECTIVES; AMENDING SEC. 2-205, INVESTMENT GUIDELINES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

**Section 1.** That the portion of the City of Palatka Municipal Code Investment Policy Statement, being Sections 2-203 through 2-211 of the Palatka Municipal Code of Ordinances, shall be and the same is hereby amended to read as set forth in Exhibit 1 attached hereto and by this reference incorporated herein.

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

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

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

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 22<sup>nd</sup> day of October, 2009.

CITY OF PALATKA

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

ATTEST:

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

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

### **1. PURPOSE OF INVESTMENT POLICY STATEMENT**

The Pension Board Trustees maintain that an important determinant of future investment returns is the expression and periodic review of the Fund's investment objectives. To that end, the Trustees have adopted this statement of Investment Policy.

In fulfilling their fiduciary responsibility, the Trustees recognize that the retirement system is an essential vehicle for providing income benefits to retired participants or their beneficiaries. The Board also recognizes that the obligations of the Fund are long-term and that investment policy should be made with a view toward performance and return over a number of years. The general investment objective, then, is to obtain a reasonable total rate of return - defined as interest and dividend income plus realized and unrealized capital gains or losses - that is greater than the actuarial interest rate assumption on an annual basis and over rolling three-year periods. Additionally, the Trustees in performing their investment duties shall comply with fiduciary standards set forth in the Employee Retirement Income Security Act of 1974 29 U.S.C. s 1104 (a) (1) (A)-(C).

Specifically, the Board, the Fund's investment manager(s), and the investment monitor shall comply with the following fiduciary standard:

A fiduciary shall discharge its duties with respect to the Plan solely in the interest of the participants and beneficiaries and –

- A. for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- B. with the care, skill, prudence, and diligence under the circumstance then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aim;
- C. by diversifying the investments of the Plan so as to minimize the risk of large loss, unless under the circumstances it is clearly prudent not to do so.

Reasonable consistency of return and protection of assets against the inroads of inflation are paramount. However, the volatility of interest rates and securities markets make it necessary to judge results within the context of several years rather than over short periods of one or two years or less. The Board's acknowledges that each manager is only responsible for the assets that are placed under its management and not for the investment policies that apply to the Fund's entire portfolio.

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

### 2. INVESTMENT PERFORMANCE OBJECTIVES

The below listed investment performance objectives and guidelines will be used as criteria in evaluating ongoing investment performance of the investment manager(s).

#### Total Fund Performance

1. Total Fund performance will be measured quarterly over rolling three and five year periods. These periods are considered sufficient to represent the capital market cycles. The total return of this portfolio is expected to exceed the return of a benchmark comprised of the following:

Benchmark Components	Type	% Alloc.	Range
Russell 3000	Domestic Equity Core	40	30-50
Barclay's Aggregate	Investment Grade Bond	30	10-60
Merrill Lynch High Yield	High Yield	5	0-5
MSCI EAFE	International Equity	15	10-20
Wilshire REIT	Real Estate	5	0-7
90-Day TBill	Cash	5	0-10

2. It is expected that portfolio volatility will not exceed that of the above benchmark index over a three-year rolling periods.

3. It is expected that the average three-year return of the fund will meet or exceed the actuarial interest rate assumption.

#### Total Domestic Equity Performance

1. The total domestic equity portion of the portfolio is expected to perform at a rate at least equal to the Russell 3000 Index, and rank in the top 40th percentile of a *core* investment manager universe over rolling three and five-year periods.
2. The *mid cap* stock portfolio is expected to perform at a rate at least equal to the S&P Mid-cap 400 Index, and rank in the top 40th percentile of an appropriate manager universe.
3. The *small cap* stock portfolio is expected to perform at a rate at least equal to the Russell 2000 Index, and rank in the top 40th percentile of an appropriate manager universe.

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

### **International Stock Performance**

The international equity portion of the portfolio is expected to perform at a rate at least equal to the EAFE Index, and rank in the top 40th percentile of an appropriate *international* manager universe.

### **Real Estate (REIT) Performance**

The REIT equity portion of the portfolio is expected to perform at a rate at least equal to the Wilshire REIT Index, and rank in the top 40th percentile of an appropriate *real estate* manager universe.

### **Bond Performance**

The investment grade bond portion of the portfolio is expected to perform at a rate at least equal to the Barclay's Aggregate Bond Index, and rank in the top 40th percentile of an appropriate *fixed income* manager universe over rolling three and five-year periods. The high-yield portion of the portfolio is expected to perform at a rate at least equal to the Merrill Lynch High-Yield Index and rank in the top 40th percentile of an appropriate *fixed-income* manager universe over rolling three and five-year periods.

## **3. INVESTMENT GUIDELINES**

The value of assets shall be made in accordance with s. 302 (c) (2) of the Employee Retirement Income Security Act of 1974 and as permitted under regulations prescribed by the Secretary of the Treasury.

*Liquidity:* The Fund's investment manager(s) shall be kept informed of the liquidity requirements of the Fund. The investment portfolio shall be structured in such a manner as to provide sufficient liquidity to pay obligations as they come due. To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

*Custodian:* The Board has retained and will continue to retain a third party to be custodian of the Fund's assets. All securities shall be designated as an asset of the Fund, and no withdrawal of securities-in whole or part-shall be made from safekeeping except by an authorized member of the Board or the Board's designee. Security transactions between a broker dealer and a custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the money or security, as appropriate, in hand at the conclusion of the transaction.

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

*Bid requirement:* The Board shall determine the approximate maturity date based on cash flow needs and market conditions, analyzed and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the most economically advantageous bid must be selected.

*Risk and Diversification:* The investments held by the Fund shall be diversified to the extent practical to control the risk of loss resulting from over-concentration of assets in a specific maturity, issuer, instrument, dealer, or bank which financial instruments are bought and sold.

A. **Authorized Investments.** All investments made or held by the Fund shall be limited to:

- (1) Time, savings and money market deposit accounts of a national bank, a state bank or a savings and loan institution, insured by the Federal Deposit Insurance Corporation, provided the amount deposited does not exceed the insured amount, and the cash instruments have a quality rating of at least Standard & Poor's A1 or Moody's P1.
- (2) Obligations issued by the United States Government or obligations guaranteed as to principal and interest by the United States Government or by an agency of the United States Government.
- (3) Bonds issued by the State of Israel.
- (4) The ~~investment grade~~ bonds or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or the District of Columbia and the corporation is listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market provided the issuer has a quality rating of at least BBB by Standard & Poor's or Baa by Moody's. *NOTE: Holdings with a rating of either BBB or Baa cannot exceed 25% of bond portfolio (at market).*
- (5) ~~The non-investment grade bonds are limited to 5% of the total Fund.~~
- (6) Equity investment (common stock, convertible bonds, and preferred stock) in a corporation listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market.
- (7) Commingled stock, bond or money market funds whose investments are restricted to securities meeting the criteria listed in Section 3.

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

- (8) Real estate investment shall be restricted to REITs that trade on a major exchange.

### B. Limitations

- (1). Investments in common stock shall not exceed 65% of the Fund's assets, based on market value.
- (2). Not more than five percent (5%) of the Fund's assets at cost shall be invested in the common stock or capital stock of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the out-standing capital stock of the company.
- (3). Up to twenty percent (20%) of the assets of the Fund may be invested in foreign securities.
- (4). Investments in real estate are limited to real estate investment trusts (REITs).
- (5). Illiquid investments, as described in Chapter 215.47, Florida Statutes, are prohibited.
- (6). All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.
- (7). The following investments are prohibited:
  - a. Bonds issued by any state or municipality
  - b. Futures
  - c. General obligations issued by a foreign government
  - d. Hedge funds
  - e. Insurance annuities
  - f. Internally managed assets
  - g. Limited partnerships
  - h. Margin Accounts
  - i. Options
  - j. Private Equity
  - k. Private mortgages
  - l. Securities lending

## 4. COMMUNICATIONS

- A. The City Clerk's office shall prepare all written instructions to the custodian relating to periodic rebalancing of the stock and bond portfolios.

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

- B. The custodian shall apprise the Trustees of all transactions and shall forward all proxies to the manager within ten calendar days. On a monthly basis, the custodian shall supply an accounting statement that will include a summary of all receipts and disbursements and the cost and the market value of all assets. On a quarterly basis, the managers shall provide a written report affirming compliance with the security restrictions of Section 3 above and a summary of common stock diversification and attendant schedules. In addition, the managers shall deliver each quarter a report detailing the Fund's performance, adherence to the investment policy, forecast of the market and economy, portfolio analysis and current assets of the Fund. Written reports and personal presentations shall be delivered to the Trustees within 60 days of the end of the quarter. The managers will provide immediate written and telephone notice to the Trustees of any significant market related or non-market related event, specifically including, but not limited to, any deviation from the standards set forth in Section 3 above.
- C. The managers will disclose any securities that are not in compliance with Section 3 in each quarterly report.
- D. If the Fund owns securities, which complied with Section 3 at time of purchase, which are subsequently down graded while held, the managers will dispose of such securities immediately.
- E. **The managers' quarterly report will list separately any security whose value has diminished 15% from purchase price.**
- F. The Trustees shall retain a monitoring service to evaluate and report on a quarterly basis the rate of return and relative performance of the Fund.
- G. The Trustees will meet quarterly with the monitoring service's representative to review the Performance Report. The Trustees will meet with the investment managers and appropriate outside consultants to discuss performance results, economic outlook, investment strategy and tactics and other pertinent matters affecting the Fund on a quarterly basis.
- H. For each actuarial valuation, the Board shall determine the total expected annual rate of return for the current year, for each of the next several years, and for the long-term thereafter.
- I. The Board of Trustees shall submit investment performance reports on a periodic basis to the City Council. This report shall include the investments in the Fund by class or type, income earned, book value, and market value.
- J. The manager shall annually provide the Trustees with an audited financial statement.

# CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN

## *Investment Policy Statement*

### **5. CRITERIA FOR INVESTMENT MANAGER REVIEW**

The Board wishes to adopt standards by which judgments of the ongoing performance of a portfolio manager may be made. With this in mind, the following are adopted:

If, at any time, any one of the following is breached, the portfolio manager will be warned of the Board's serious concern for the Fund's continued safety and performance.

1. Four consecutive quarters of total Fund performance below the 40th percentile in manager performance rankings.
2. Standard deviation for the Fund in excess of 120% of the market.
3. Loss by the manager of any senior investment personnel.
4. Any change in basic investment philosophy by the manager.
5. Failure to attain a 60% vote of confidence by the Board of Trustees.

### **6. INTERNAL CONTROLS**

The Fund shall be governed by a set of written internal controls and operational procedures, which shall be periodically reviewed by the Fund's certified public accountant (CPA). At the time of every financial audit, the CPA shall review the controls that should be designed to prevent loss of funds that might arise from fraud, error, or misrepresentation by third parties or imprudent actions by the Board or the employees of the City of Palatka.

### **7. STATEMENT OF CONTINUING EDUCATION**

In fulfilling its fiduciary responsibility, the Board of Trustees acknowledges that continuing education is important. Therefore, all Trustees shall receive continuing education in matters relating to investments and the Board's responsibilities.

### **8. FLORIDA STATUTES 112.661 AND APPLICABLE CITY OF PALATKA ORDINANCES**

If at any time, this document is found to be in conflict with Chapter 112.661, Florida Statutes, or the applicable City of Palatka Ordinances, the Statutes and Ordinances shall prevail.

**CITY OF PALATKA GENERAL EMPLOYEES' RETIREMENT PLAN**

*Investment Policy Statement*

**9. REVIEW AND AMENDMENTS**

It is the Trustees intention to review this document periodically and to amend this statement to reflect any changes in philosophy, objectives or guidelines. Any change to this document shall require the affirmative vote of at least three (3) Trustees. In this regard, the money managers' interest in consistency in these matters is recognized and will be taken into account when changes are being considered. If at any time any portfolio manager feels that the specific objectives defined herein cannot be met, or the guidelines constrict performance, the Trustees should be notified in writing. By initial and continuing acceptance of this Investment Policy Statement, the money managers concur with the provisions of this document.

Once the Board has adopted the investment policy, the investment policy shall be promptly filed with the Department of Management Services, the City, and the consulting actuary.

The effective date of the Investment Policy Statement, and any amendment thereto, shall be the 31st calendar day following the filing date with the City.

**BOARD OF TRUSTEES  
CITY OF PALATKA GENERAL  
EMPLOYEES' RETIREMENT PLAN**

**ATTEST:**

By: \_\_\_\_\_  
As Chairman, Board of Trustees

By: \_\_\_\_\_  
As,

Date: \_\_\_\_\_, 2009

Date: \_\_\_\_\_, 2009

**SUNTRUST BANK**

**BURGESS CHAMBERS & ASSOCIATES, INC.**

By: \_\_\_\_\_  
As,

By: \_\_\_\_\_  
As President

Date: \_\_\_\_\_, 2009

Date: \_\_\_\_\_, 2009

Excerpt from the minutes of a regular meeting of the General Employees' Pension Board held on the 15<sup>th</sup> day of September, 2009:

**HIGH YIELD BONDS DISCUSSION** - Mr. Myton said the market risks have been enormous. One of the ways to add incremental return is by dipping down into lower quality bonds. Currently the investment policy says they can't own anything below BBB. Dipping down into BB, B, CCC, the names become less well known, but are still very good quality companies. Because they don't have the financial balance sheets, their debt rating is lower and risk of defaulting is a little high. To compensate, they pay higher yields. Mr. Chambers said the coupon on the bond is fixed, but the value of the bond goes down. Whoever buys that bond at a lower price gets a higher yield. Many well-respected companies have fallen below investment grade status because of market conditions. They bonds are trading at 90cents on the dollar. They get the same yield at a lower price. It does broaden the fixed income spectrum. They will need to address the investment policy in a limited capacity, no more than 5%. There could be an opportunity here. Their "high quality" product concentrates on B and BB; it doesn't dip way down. Mr. Chambers said as the economy heals and balance sheets heal, this is an opportunity to pick up extra returns. No more than 3 to 4% would go into this program. Amending the bond parameters in the policy may require an ordinance and may not be implementable right away. This constitutes a flight away from the equity market to lower risk. This will give them equity-type returns with less risk. This won't lower it much, but it will lower it. Mr. Myton said this is another tool in the investment tool box they don't have access to currently. It may take a while to get this change made. They will use it on an opportunistic basis. They don't have to use it at all. They can get in small to begin with until they get a little more comfortable with it. They may want to tweak the investment target and carve out four to five percent for this new target.

Mr. Chambers said anything like this is done at the discretion of the portfolio manager. They can give him the latitude to make those decisions; this is just guidance with respect to latitude. He recommends they revise the investment policy statement on Page 4, Section A, Authorized Investments, to revise the minimum quality requirements, which is now BBB bonds. Per the question, Mr. Myton said the high yield fund dips down into CCC and CC, but the high quality is 90% BB and B. He would use the higher quality fund if anything. He'd strike bullet point #4 altogether to give them more latitude, to take out the "national market system" restriction. They can limit how much to have in "below investment grade" holdings. Mr. Boynton said this will expose the City to future bad decisions. Mr. Myton said that is why they would only have around 5% exposure. These funds are concentrated in B and BB. There may be some CCC names they like that are a good risk with good returns. Mr. Chamber said the risk would be less than 0.25% of exposure to anything below a B. If they want to do that he will re-write the paragraph to keep the language regarding investment grade, but to make an allowance of up to 5% of the restriction. Mr. Boynton moved to amend bullet #4 to amend the wording to allow up to 5% investment into a managed high yield bond fund and to modify the asset allocation table on page 2 of the investment policy, Table #2-1, by adding ranges for each asset class. Mr. Lorenzen seconded the motion. Mr. Chambers said in a few years, when the economy is healed, they won't be interested in this type of investment because the spread will be less. It's an opportunity for now. Mr. Register asked if this is 5% of the overall fund or 5% of the 35%

bond investment. Mr. Chambers said it will be 5% of the overall fund. They will have to change the target for fixed income to make an allowance for this. Mr. Chambers said he will put a range in the benchmark components to allow them to go above 35% in fixed income. Mr. Boynton noted an ordinance will take 2 readings. There being no further discussion, the motion passed unopposed.

**LEGAL NOTICE**

NOTICE is hereby given that the City Commission of the City of Palatka, Florida, will consider the enactment of the following entitled Ordinance: **AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY AMENDING THE INVESTMENT POLICY STATEMENT OF THE CITY OF PALATKA GENERAL EMPLOYEES RETIREMENT PLAN; AMENDING SEC. 2-204, INVESTMENT PERFORMANCE OBJECTIVES; AMENDING SEC. 2-205, INVESTMENT GUIDELINES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE** at its next regular meetings to be held at 6:00 p.m. on the 8<sup>th</sup> day of October, 2009 and on the 22<sup>nd</sup> day of October, 2009 at City Hall, 201 N. 2<sup>nd</sup> St., Palatka, Florida. Said proposed ordinance may be inspected by the public at City Hall during regular hours of business. All interested persons are hereby advised of such consideration by the City Commission and all interested parties may appear at said meeting at said time and place and be heard with respect to the proposed ordinance. This notice is given in accordance with F.S. 166.041.

**PLEASE GOVERN YOURSELVES ACCORDINGLY.**

/s/ BETSY J. DRIGGERS  
CITY CLERK

**LEGAL AD – RUN DATE Sept. 29, 2009**  
PROOF OF PUBLICATION REQUESTED  
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